

STUDENT DATA PRIVACY ADDENDUM
In compliance with Conn. Gen. Stat. §§ 10-234aa et seq.

AGREEMENT
And

Contractor/Company Name: Riverside Assessments, LLC d/b/a Riverside Insights

This Agreement (“Agreement”) is entered into on this ____th day of June, 2020, between the Madison School District - Connecticut Board of Education (the “Board”) and Riverside Assessments, LLC d/b/a Riverside Insights (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data. Except as provided in Article III(A) of this Agreement, this Agreement is made subject to and incorporates by reference the Terms of Use and Privacy Policy entered into by and between the parties.

Article I. Definitions

For purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

Article II. Purpose of Agreement

The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- Student data storage, maintenance, collection and/or analysis
- Other (explain): _____

Article III. General Provisions

- A. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Terms of Use and Privacy Policy.
- B. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- C. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (A) a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content, if the Contractor offers such storage service; and (B) the Contractor may retain student data to the extent such data is de-identified ; otherwise prohibited from deletion or required to be retained under applicable law; or as otherwise retained by Contractor as part of its disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor provided the Board may request the deletion of any such student data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery.
- D. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request and agrees to not delete such student data because it is controlled by the Board.
- E. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. Within three (3) business days of receiving such a request, the Contractor will delete requested student data that is not (A) de-identified (B) otherwise prohibited from deletion or required to be retained under state or federal law, or (C) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery.
- F. The Contractor shall not use student data for any purposes other than those authorized in this Agreement and the Terms of Use and Privacy Policy, with the understanding that this Agreement controls with respect to any conflicting terms or conditions, and may not use student data for any targeted advertising.

- G. The Contractor may use de-identified student information to (1) improve educational products for adaptive learning purposes and customize student learning, (2) demonstrate the effectiveness of the Contractor's products in the marketing of such products, and (3) develop and improve the Contractor's products and services.
- H. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

Article IV. **Security and Confidentiality of Student Data**

- I. The Contractor and the Board shall ensure that they each comply with the FERPA.
- J. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to: Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. **Prohibited Uses of Student Data**

- K. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement, the Terms of Use and the Privacy Policy, with the understanding that this Agreement controls over any conflicting terms concerning student data in any other agreements between the parties.
- L. Unless otherwise permitted by Conn. Gen. Stat. §§ 10-234aa *et seq.*, the Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes.
- M. The Contractor shall not sell, rent or trade student data, unless the sale is part of the purchase, merger or acquisition of the Contractor by a successor Contractor and the Contractor and successor Contractor continue to be subject to the provisions of this Conn. Gen. Stat. § 10-234cc.

Article VI. **Data Breaches**

- N. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data ("Data Breach"), the Contractor shall provide initial notice to the Board as soon as possible, but not

more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to [_____] and shall include the following information, to the extent known at the time of notification:

1. Date and time of the Data Breach;
 2. Names of student(s) whose student data was released, disclosed or acquired;
 3. The nature and extent of the Data Breach;
 4. The Contractor’s proposed plan to investigate and remediate the Data Breach.
- O. Upon discovery by the Contractor of a Data Breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the Data Breach, shall provide the Board with a more detailed notice of the Data Breach, including but not limited to the date and time of the Data Breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the Data Breach; and measures taken to ensure that such a Data Breach does not occur in the future.
- P. The Contractor agrees to cooperate with the Board with respect to investigation of the Data Breach and, subject to the limitation of liability set forth in the Terms of Use, to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd, to the extent the Data Breach was the result of Contractor’s failure to meet its obligations under this Agreement.
- Q. Notwithstanding the Data Breach notifications required in this Article, the Contractor shall provide the Board with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Conn. Gen. Stat. § 10-234dd. The copy of such notice shall be provided to the Board by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor’s notice of Data Breach to a student or parent or guardian of a student:
1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
 2. Date and time of the Data Breach.

Article VII. **Choice of Law, Choice of Forum, Merger, Severability**

- R. **Choice of Law.** The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- S. **Choice of Forum.** The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
- T. **Assignment.** Except as may be permitted by Conn. Gen. Stat. § 10-234cc and Article V of this Agreement, neither party may assign this Agreement without the prior written consent of the other party.
- U. **Waiver.** No delay by either party in enforcing an alleged breach of this Agreement against the other party of any provision of this Agreement will be a waiver or prejudice any right of that party.
- V. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- W. **Severability.** A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

Article VII. **Term**

- X. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.
- Y. In the event that the Contractor determines that returning or completely deleting or destroying the student data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Contractor possesses or maintains such student data.

Riverside Assessments, LLC d/b/a Riverside Insights

Signor Name: Scott Olson

Title: Manager of Proposals Services **Date:** June 1, 2020

Signature: _____

Madison School District – Connecticut

Signor Name: _____

Title: _____ **Date:** _____

Signature: _____