



Region 14 Schools

This Contract Addendum is between the Region 14 School District (hereinafter, “the District”) and _____ (hereinafter, the “Contractor”).

WHEREAS, Public Act 16-189, “ An Act Concerning Student Data Privacy” (hereinafter, “the Act”) requires a school district to enter into a written contract containing certain terms with a contractor whenever a district shares or provides access to student information, student records, or student-generated content (hereinafter and collectively, “Student Data” or “such Data”).

WHEREAS, the District has entered into a contract dated ____/22 (hereinafter, “the Contract”) that may be subject to the Act.

NOW THEREFORE, the District and the Contractor hereby agree to the following terms, said terms in addition to any prior agreements, understandings and assurances provided with respect to the privacy and protection of Student Data.

1. OWNERSHIP OF STUDENT DATA. Student Data is not the property of or under the control of the Contractor.

2. REQUEST FOR DELETION. If the District wishes to request the deletion of specific Student Data, it shall submit a written request to the Contractor; said request shall identify the Student Data that is to be deleted. The Contractor shall then delete such Data, provided that the District will cooperate with the Contractor with regard to the same.

3. USE OF STUDENT DATA. The Contractor shall not use Student Data for any purposes other than those authorized pursuant to the Contract or by law.

4. REQUEST FOR REVIEW AND AMENDMENT OF DATA AND RECORDS. Requests by a student, parent or legal guardian of a student to a) review personally identifiable information contained in Student Data and b) correct erroneous information, if any, in student records shall be submitted to the District, consistent with Policy **5145.16**, which governs student records and the District’s obligations under the Family Educational Rights and Privacy Act (hereinafter, “FERPA”). The District shall comply with the request to the extent required by law and said Policy. The District may request the assistance of the Contractor, and the Contractor shall then so assist the District, to the extent necessary to comply with the request.

5. SECURITY OF STUDENT DATA. The Contractor shall take all necessary actions designed to ensure the security and confidentiality of Student Data.

6. NOTICE BY CONTRACTOR OF SECURITY BREACH. Whenever the Contractor discovers a breach of security that results in the unauthorized release, disclosure, or acquisition of the District’s Student Data (with the exception of any “directory information”

contained therein), the Contractor shall then notify the District without reasonable delay, but not more than 30 days after discovery of a breach. Upon discovery of a breach that results in the unauthorized release, disclosure, or acquisition of such “directory information”, the Contractor shall then notify the District without reasonable delay, but not more than 60 days after discovery of said breach. The Contractor shall then a) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (b) restore the reasonable integrity of the Contractor's data system. The Contractor and the District shall cooperate with each other in carrying out their legal obligations, including the furtherance of the investigation, the remediation of the breach, and the provision of notification to individuals, to the extent required by law. For purposes of this Contract Addendum, “directory information” shall have the same meaning as provided under FERPA and its regulations, as may be amended from time to time.

7. RETENTION OF STUDENT DATA. Student data shall not be retained or available to the Contractor upon completion of (and the provision of) all contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content

8. COMPLIANCE WITH FERPA. The Contractor and the District shall ensure compliance with FERPA, 20 U.S.C. §1232g.

9. GOVERNING LAW. The laws of the state of Connecticut shall govern the rights and duties of the Contractor and the District under this Contract (including this Addendum).

10. SEVERABILITY. If any provision of the Contract (or its application) is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Contract, which can be given effect without the invalid provision or application.

[Region 14 Schools District]

[CONTRACTOR]

By

By

Date

Date