AGREEMENT
BETHANY BOARD OF EDUCATION
And
KAPLAN EARLY LEARNING COMPANY

This Agreement ("Agreement") is entered into on this 25th day of October 2023, between the Bethany Board of Education (the "Board") and ***Kaplan Early Learning Company*** ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data, as defined herein, in connection with the ***Kaplan Early Learning Company Privacy Policy*** entered into by the Parties on 10/25/2023 (the "Contract").

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 Connecticut General Statutes § 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):_____

2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

A. The Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services, except 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.

B. 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. The Contractor shall destroy any and all Student Data within a reasonable period of time if the Board requests the deletion of such Student Data.

C. The Contractor shall not collect, store, or use Student Data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.

D. The Contractor shall not sell, rent or trade Student Data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any Student Data covered under this Agreement to its successor.

Article VI. Data Breaches

A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of Student Data, or the suspicion that such a breach may have occurred, 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 **Matthew Bruder, IT Director, mbruder@bethany-ed.org,** and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;

2. Names of student(s) whose Student Data was released, disclosed, or acquired;

3. The nature and extent of the breach;

4. The Contractor's proposed plan to investigate and remediate the breach.

Article VIII. Term

A. 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.

B. 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. In the event a disaster recovery system containing Student Data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such Student Data immediately.

Kai Byrd
Superintendent of Schools
BETHANY BOARD OF EDUCATION

Kai Byrd 10/24/23
Date

Jason Jones
Customer Success Manager
Kaplan Early Learning

Jason N. Jones 10/25/2023
Date