Student Data Privacy Agreement
Darien Board of Education
And
Connec-to-talk LLC

I. This Agreement ("Agreement") is entered into on this 1st day of July, 2017, between the Darien Board of Education (the "Board") and ***Connec-to-talk LLC*** ("Contractor") (Collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

II. **Data Privacy**

A. 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 Public Act 16-189. "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 it's implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

B. Purpose of Agreement: The Parties agree that the purpose of this Section VI 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
- X Student data storage, maintenance, collection and/or analysis
- ☐ Other (explain):_____

C. General Provisions

1. 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.

2. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by certified mail, return receipt requested or nationally-recognized commercial delivery service. The Contractor will delete the requested student data within five (5) business days of receiving such a request.

3. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use personally identifiable information contained in student data for any targeted advertising.

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 five (5) 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.

D. Security and Confidentiality of Student Data.

The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, to the extent applicable to the Contractor;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312, to the extent applicable to the Contractor;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.

2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or 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. The parties understand, however, that Contractor is not in the business of making individualized electronic accounts available, and that once the Contractor's contract with the Board terminates or expires, if ever, Contractor's business model may not support the arrangement contemplated herein. Nothing in this Section E(2) is to be construed as imposing an obligation on Contractor to offer a service that Contractor does not already offer.

3. 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 five (5) 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.

4. 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.

5. 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.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, the Contractor shall provide initial notice to the Board as soon as possible, but not more than fifteen (15) days after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to ***Michael Feeney, Director of Finance and Operations at mfeeney@darienps.org or Marge Cion, Director of Human Resources at mcion@darienps.org***, and shall include the following information, to the extent known at the time of the Initial Notice:

    a. Date and time of the breach;

    b. Names of student(s) whose student data was released, disclosed or acquired;

    c. The nature and extent of the breach;

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

    The Board shall notify the Contractor in writing of any change to an email address listed in this section. The Board shall indemnify and hold harmless the Contractor from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) resulting from the Board's failure to so notify the Contractor.

2. During such thirty-day period, the Contractor may (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. To the extent required by applicable law, not later than thirty (30) days after discovery of the breach, the Contractor shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for reasonable costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

4. Notwithstanding the 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 Public Act 16-189. 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 breach to a student or parent or guardian of a student:

    a. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
    b. Date and time of the breach.

G. Choice of Law, Choice of Forum, Merger, Severability

1. **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.
2. **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.
3. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
4. **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.

This Agreement is effective upon execution by both parties and shall continue until June 30, 2018

Michael E. Feeney

Director of Finance and Operations

Darien Board of Education

7/1/18

Date

Jennifer Basch, MS, CCC/SLP

Managing Partner

Connec-to-Talk, LLC

6/5/2018

Date