Student Data Privacy Agreement

This Agreement ("Agreement") is entered into on this day, _____ of

_____, 20_____ and is valid for one year between the Bridgeport Public

School District governed by the Bridgeport Board of Education ("District") and

_____("Vendor/Contractor")

(collectively, the "Parties") for the purpose of identifying the obligations of the Parties

relative to the confidentiality of student data.

Article I: Definitions

For the 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/Vendor in connection with Contractor's/Vendor's provision of one or more of the following professional and non-instructional services (check those applicable):

- ☐ Medical consultation
- ☐ Special education consultation, audit or evaluation
- ☐ 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

I. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor/Vendor.

II. The District shall have access to and the ability to delete student data in the possession of the Contractor/Vendor except in instances where such data is (a) otherwise prohibited from deletion or required to be retained under state or federal law, or (b) stored as a copy as part of a disaster recovery storage system and that is (c) inaccessible to the public, and (d) unable to be used in the normal course of business by the Contractor/Vendor. The District may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The District may request the deletion of student data by written and/or electronic format at any time with sole discretion. The usage of the data shall be disclosed by the Contractor/Vendor to the District for review at any time at the District's request.

III. The Contractor/Vendor shall not use student data for any purposes other than those authorized purposes pursuant to the Contractor/Vendor published privacy policy, terms of service and usage agreement at the date of acceptance of this agreement. If the Contractor/Vendor intends on changing the policy and intended use the of data, it must provide notification to the Information Technology Services department of the District for review prior to implementation.

IV. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the Information Technology Services department, Data Management division in either written or electronic form to request the change of information.

V. The Contractor/Vendor shall take actions designed to ensure the security and confidentiality of student data.

VI. The Contractor/Vendor will notify the District, in accordance with Conn. Gen. Stat. § 10-34dd, when there has been an unauthorized release, disclosure or acquisition of student data. Upon determination of an event with unauthorized disclosure, the Contractor/Vendor shall contact the Director of Information Technology Services of the District and the documented administrator and/or designee for the usage of the software, services and systems.

VII. Student data shall not be retained or available to the Contractor/Vendor upon expiration of the contract between the Contractor/Vendor and the District, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor/Vendor after the expiration of such contract for the purpose of storing student-generated content.

VIII. The Contractor/Vendor and District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

IX. The laws of the State of Connecticut shall govern the rights and duties of the Contractor/Vendor and the Bridgeport Public School District in accordance with Bridgeport Board of Education policy.

X. If any provision of this agreement or the application of the agreement is held invalid by a court of competent jurisdiction the invalidity does not affect the provisions or applications of the contract which can be given effect without the invalid provision or application.

XI. The Contractor/Vendor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

XII. 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.

Article IV: Data Breach Handling Protocol

I. Upon the discovery by the Contractor/Vendor 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/Vendor shall provide initial notice to the District 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 District by electronic mail to ***breachnotification@bridgeportedu.net*** 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/Vendor's proposed plan to investigate and remediate the breach.

II. Upon discovery by the Contractor/Vendor of a breach, the Contractor/Vendor 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 breach, shall provide the District 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.

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

Article VII: Choice of Law, Choice of Forum, Merger, Severability

I. **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.

II. **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.

III. **Amendment:** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

IV. **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 VIII: Terms of Agreement

I. 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/Vendor is properly and completely deleted or destroyed or returned to the District, 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 (II) within this Article.

II. In the event that the Contractor/Vendor determines that returning or completely deleting or destroying the student data is infeasible, the Contractor/Vendor shall provide to the District notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor/Vendor 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/Vendor shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Contractor/Vendor possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Contractor'/Vendors' databases following the recovery from a disaster, the Contractor/Vendor shall delete all such student data immediately.

Acceptance of Agreement:

_____
Jeffrey M. Postolowski Sr.
Director of Information Technology Services
Bridgeport Public Schools
Bridgeport Board of Education

_____
Date

_____
Authorized signatory for Contractor/Vendor

_____
Printed Name

_____
Title

_____
Date