

Connecticut HB 5469 Student Privacy Contract

This contract addresses the requirements of Connecticut's H.B. 5469, P.A. 16-189, An Act Concerning Student Data Privacy ("the Act"). Section 2 of the Act requires a local or regional board of education ("District") to enter into a written contract with a Contractor ("Pearson") when the District shares or provides access to Student Information, Student Records, or Student-generated Content (collectively, "Student Data"). Capitalized terms not otherwise defined in this contract shall have the meaning assigned in CT HB 5469.

The following requirements apply in addition to privacy and security assurances provided in any existing or future service or license agreements under which Pearson provides educational services to District (collectively, "Agreement"). This contract shall have an effective date of October 1st, 2016.

1. **Ownership of Student Data.** Pearson acknowledges that Student Data is not the property of or under the control of Pearson.
2. **Use of Student Data.** Pearson acknowledges that it shall not use Student Data for any purposes other than those authorized pursuant to the Agreement or law.
3. **Protection of Student Data.** Pearson agrees to take actions designed to ensure the security and confidentiality of Student Data.
4. **Retention of Student Data.** Pearson acknowledges the requirements in the Act for deletion of Student Data upon the completion of the contracted services. In order to ensure District has sufficient time to perform necessary Student Data exports and transition District's content, configurations and services, Pearson shall delete Student Data promptly after receiving notification from District that it has completed transitioning services and performed all necessary data exports. During this transition period, Pearson agrees to continue to protect Student Data in accordance with relevant privacy and security terms of this contract and the Agreement which shall survive termination of this contract and the Agreement.
5. **Requests for Deletion of Student Data.** If District wishes to request deletion of specific Student Data, they may submit a request to the associated Pearson support team. The request should be in writing on District letterhead bearing the signature of a District official. Pearson may request additional information in order to confirm the validity of the request and to fulfill it. District shall include sufficient detail in the request for Pearson to determine, with specificity, the Student Data that is to be deleted. Pearson shall then carry out the deletion request with reasonable support and assistance from District, as necessary. District agrees that Pearson shall not be held responsible for the unintended deletion of Student Data, where such deletion is performed at the District's request.
6. **Requests for Review and Amendment of Student Data.** Requests by a student, parent or legal guardian of a student for review and/or amendment of Student Data shall be submitted to the District. The District shall review the request for review and/or amendment for appropriateness and determine whether District can fulfill the request. If District requires reasonable support and assistance from Pearson in order to fulfill the request, District shall submit a request for assistance in writing on District letterhead bearing the signature of a District official to the associated Pearson support team. Pearson may request additional information from District in order to confirm the validity of the request and to provide the assistance requested. District agrees that Pearson shall not be held responsible for the

unintended production or modification of Student Data, where such production or modification is performed at the District's request.

7. **Notice of Security Breaches.** Pearson agrees to notify District of a breach of security that results in the unauthorized release, disclosure, or acquisition of District's Student Information (excluding any directory information contained in such information), without reasonable delay, but not more than thirty days after discovery of such a breach. Pearson also agrees to notify District of a breach of security that results in the unauthorized release, disclosure or acquisition of District's Directory Information, Student Records, or Student-generated Content, without unreasonable delay, but not more than sixty days after discovery of such a breach. Pearson and District agree to share information necessary to meet their respective legal obligations, and shall reasonably cooperate and consult with each other in determining whether notification to individuals is required and the manner and timing of any such notifications.
8. **Compliance with FERPA.** Pearson and District agree to each comply with relevant provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
9. **Severability.** Pearson and District agree that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, that the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
10. **Governing Law.** Pearson acknowledges that the laws of the state of Connecticut shall govern the rights and duties of Pearson and District under this agreement.

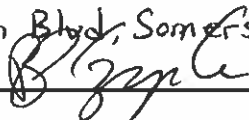
School/District

Name: Brian Czaplak

Position: Superintendent

Address: 1 Vision Blvd, Somers, CT 06071

Signature _____



Pearson Education, Inc.

Name: Matt Stricker

Position: VP, Operations

Address:

Signature _____

