Connecticut P.A. 16-189 Student Privacy Contract

This contract is between the Somers Board of Education, 1 Vision Boulevard, Somers, CT 06071 (the "District") and TopYa!, PO Box 200758, Denver, CO 80220 (the "Contractor").

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 to enter into a written contract with a Contractor 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 The Contractor provides educational services to The District (collectively, "Agreement").

1. Ownership of Student Data. The Contractor acknowledges that Student Data is not the property of or under the control of The Contractor.

2. Use of Student Data. The Contractor 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. The Contractor agrees to take actions designed to ensure the security and confidentiality of Student Data.

4. Retention of Student Data. The Contractor 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, The Contractor 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, The Contractor 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 the District wishes to request deletion of specific Student Data, they may submit a request to the associated Contractor support team. The request should be in writing on District letterhead bearing the signature of a District official. The Contractor may request additional information in order to confirm the validity of the request and to fulfill it. The District shall include sufficient detail in the request for The Contractor to determine, with specificity, the Student Data that is to be deleted. The Contractor shall then carry out the deletion request with reasonable support and assistance from The District, as necessary. The District agrees that The Contractor 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 The District can fulfill the request. If The District requires reasonable support and assistance from The Contractor in order to fulfill the request, The District shall submit a request for assistance in writing on District

letterhead bearing the signature of a District official to the associated The Contractor support team. The Contractor may request additional information from The District in order to confirm the validity of the request and to provide the assistance requested. The District agrees that The Contractor 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. The Contractor agrees to notify The District of a breach of security that results in the unauthorized release, disclosure, or acquisition of The 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. The Contractor also agrees to notify The District of a breach of security that results in the unauthorized release, disclosure or acquisition of The 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. The Contractor and The 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. The Contractor and The District agree to each comply with relevant provisions of the Family Educational Rights and Privacy Act of L974,20 USC 12329, as amended from time to time.

9. Severability. The Contractor and The 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. The Contractor acknowledges that the laws of the state of Connecticut shall govern the rights and duties of The Contractor and The District under this agreement.

SOMERS BOARD OF EDUCATION

Name: _Brian Czapla_

Position: _Superintendent of Schools_

Date: _1/23/19_

Signature: _____

TOPYA!

Name: _CORY S. NADLER_

Position: _Program Manager /Business Development_

Date: _1/22/2019_

Signature: _____