

**AGREEMENT Between  
Old Saybrook Public Schools  
And  
Marcia Brenner Associates, LLC  
"Terms of Service Addendum"**

This Agreement ("Agreement") is entered into on this 1st Day of April 2019, between the Old Saybrook Board of Education (the "Board") and Marcia Brenner Associates, LLC ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

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.

1.

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.

2.

The Board shall have access to and the ability to delete student data in the possession of the Contractor 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

(i) inaccessible to the public, and

(ii) unable to be used in the normal course of business by the Contractor.

The Board 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 Board may request the deletion of student data by notifying the contractor via electronic mail. The contractor will delete said information within 5 days of receiving such request.

3.

The Contractor shall not use student data for any purposes other than those authorized pursuant to this agreement or the subscriber agreement notwithstanding, the Contractor shall not use student data for any targeted advertising.

4.

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 Contractor who agrees to refer that individual to the Board and to notify the Board within two (2) 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.

5.

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

6.

The Contractor will notify the Board, in accordance with Conn. Gen. Stat. §10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. The Contractor shall provide initial notice to the Board as soon as possible, but no more than (5) business days following such discovery. The Initial notice shall be delivered to the Board by electronic mail to Michael A. Gardner, Chief Information Officer, [mgardner@oldsaybrookschoools.org](mailto:mgardner@oldsaybrookschoools.org) and shall include the following information, to the extent known at the time of notification:

1. Names of student(s) whose student data was released, disclosed or acquired;
2. The nature and extent of the breach;
3. The Contractor's proposed plan to investigate and remediate the breach.
4. Date and time of breach

Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but no later than (30) days after discovery of the breach, 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.

7.

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

8.

The Contractor and Board 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.

9.

The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.

10.


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

11.

The Contractor 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.

12.

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.

  
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Jan Perruccio  
Superintendent of Schools  
Old Saybrook Board of Education

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Marcia Brenner Associates, LLC

Date: 4/8/19

Date: 4/4/2019