

LEARN
Contract for Compliance with
P.A. 16-189, An Act Concerning Student Data Privacy

Whereas, the Connecticut General Assembly passed Public Act 16-189, "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. The Parties

1.1. The parties to the agreement are LEARN, a regional educational service center, ("LEARN"), and

1.2. The following contractor, ("Contractor"):

<i>Full Name of Vendor (e.g. Software, Inc., D/B/A Kids Stuff)</i>	FOLLETT SCHOOL SOLUTIONS
<i>Address</i>	1340 Ridgeview Drive
<i>City, State, Zip</i>	McHenry, IL 60050
<i>Other Contact Information</i>	George Gatsis, Sr VP/Technology Platforms

2. Contract Term

2.1. This Agreement ("Agreement") is entered into on the following date:

APRIL	24	2017
<i>Month (e.g. July)</i>	<i>Date (e.g. 1)</i>	<i>Year (e.g. 2017)</i>

2.2. This Agreement will be in effect through the following date:

SEPT	30	2018
<i>Month (e.g. July)</i>	<i>Date (e.g. 1)</i>	<i>Year (e.g. 2017)</i>

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3. Definitions

- 3.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.
- 3.2. The terms "education records" shall be as 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).

4. Purpose

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

X	Student data storage, maintenance, collection, and/or analysis
	Academic program consultation or audit (non-special education)
	Behavior intervention/Positive behavior intervention supports consultation or audit
	Information technology consultation or audit
	Medical consultation
	Special education consultation or audit
	Other (explain):

5. Data Ownership and Control

- 5.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of LEARN. All student data are not the property of, or under the control of, the Contractor.
- 5.2. LEARN may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete the requested student data within five (5) business days of receiving such a request.
- 5.3. During the entire effective period of this Agreement, LEARN 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

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notify LEARN 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 LEARN.

- 5.4. The Contractor shall permanently delete the account of any teacher associated with LEARN upon LEARN's request.
- 5.5. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- 5.6. 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 LEARN and to notify LEARN within five (5) business days of receiving such a request. Unless the situation involves a LEARN hosted environment and the contractor has no ability to correct the data, then the Contractor agrees to work cooperatively with LEARN 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.
- 5.7. The Contractor shall not sell, rent or trade student data.
- 5.8. Notwithstanding Paragraph 5.7, the Contractor shall have the right to assign this Agreement or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of the Contractor hereunder.

6. Data Security

- 6.1. The Contractor shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,
 - 6.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,
 - 6.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and
 - 6.1.3. Otherwise meet or exceed industry standards.

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6.2. 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 LEARN.

6.3. LEARN and the Contractor shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

7. Data Retention

7.1. The Contractor shall not retain, and LEARN 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.

7.2. Subject to the foregoing, upon completion of the project, to be determined mutually by LEARN and the Contractor, original student data will be destroyed. By mutual agreement, Contractor may keep only a copy of such analytical data needed for reproducing the analysis. Destruction of original student data will be confirmed with LEARN upon completion.

8. Data Breach

8.1. A. Upon the discovery by the Contractor 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 shall provide initial notice to LEARN as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to LEARN by electronic mail to RICHARD NAPOLI, Director of Executive Services (rnapoli@learn.k12.ct.us) and shall include the following information, to the extent known at the time of notification:

8.1.1. Date and time of the breach;

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

8.1.3. The nature and extent of the breach;

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

8.2. 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 not later than thirty (30) days after discovery of the breach, shall provide LEARN with a more detailed notice of the breach, including but not limited to:

8.2.1. the date and time of the breach;

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- 8.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;
 - 8.2.3. nature and extent of the breach; and
 - 8.2.4. measures taken to ensure that such a breach does not occur in the future.
 - 8.3. The Contractor agrees to cooperate with LEARN with respect to investigation of the breach and to reimburse LEARN 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.
 - 8.4. Notwithstanding the breach notifications required in this Section, the Contractor shall provide LEARN 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 LEARN 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:
 - 8.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
 - 8.4.2. Date and time of the breach.
9. Other Provisions
- 9.1. The laws of the state of Connecticut shall govern this Agreement.
 - 9.2. The terms and provisions of this Agreement will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.
 - 9.3. This Agreement shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.
 - 9.4. This Agreement is not binding unless executed by the Executive Director of LEARN.
 - 9.5. The individual executing this Agreement on behalf of the contractor represents that he or she is authorized by the Contractor to do so.
 - 9.6. If any provision of this Agreement or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application.

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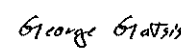
9.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on LEARN's website.



Dr. Eileen S. Howley, Executive Director, LEARN

5/15/17

Date

DocuSigned by:


By (Print Name): 5A7119B8CA354F6...

5/11/2017

Date

Title: George Gatsis_{SVP}