

# Colchester Public Schools

## CONTRACT

In compliance with P.A. 16-189, An Act Concerning Student Data Privacy

## AGREEMENT

**Curriculum Associates, LLC (i-Ready)**

And

***The Colchester Board of Education***

This Agreement ("Agreement") is entered into as of **June 15, 2021** between the Colchester Board of Education (the "Board") and **Curriculum Associates, LLC (i-Ready )** ("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 purposes of this Agreement, "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189. "Education records" 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 in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- 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): provision of subscribed services/products

### **Article III. General Provisions**

- A. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under

the control of, the Contractor. For the avoidance of doubt, student data does not include de-identified student information. Such de-identified data may be used by Contractor as permitted by federal and state law.

- B. The Board may provide written request for 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 thirty (30) days of receiving such a request.
- C. 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.
- D. 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 the Board and to notify the Board. 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 honoring the Board's request for such information.

**Article IV. Security and Confidentiality of Student Data.** The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

**Article V. Prohibited Uses of Student Data**

- A. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement or by law.
- B. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon expiration of the contract between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content, if the Contractor offers this service. of the Contractor may retain backups of student data, which shall not be accessed by the Contractor and shall be deleted automatically over time in accordance with Contractor's data retention and destruction policies.

- C. During the entire effective period of this Agreement, the Board 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 notify the Board promptly, 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 the Board. The contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data in writing.
- D. 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 the Board or as permitted by this Agreement.
- E. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing. This Agreement may be assigned by Contractor to an affiliate or in connection with a merger, consolidation or sale of substantially all assets or equity, as long as the successor operator continues to be subject to the provisions of this Agreement.

**Article VI. Data Breaches**

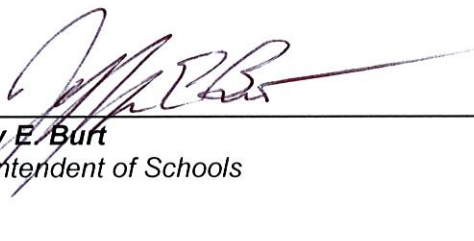
- A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, the Contractor shall provide initial notice to the Board as soon as reasonably possible, after such discovery ("Initial Notice" ). The Initial Notice shall be delivered to the Board by electronic mail to Superintendent Jeffrey E. Burt, [jburt@colchesterct.org](mailto:jburt@colchesterct.org) or to the contact currently on file 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's proposed plan to investigate and remediate the breach.
- B. 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 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.
- C. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for actual documented costs legally required of the Board associated with responding to the breach.

**Article VII. Choice of Law, Choice of Forum, Merger, Severability**


- A. **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.
- B. **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.
- C. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. **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.

This Agreement is effective upon execution by both parties and shall continue until the the Contractor is no longer has access to or is in possession of student data.

**Colchester Board of Education**

by  \_\_\_\_\_ 6/15/2021  
Jeffrey E. Burt Date  
Superintendent of Schools

**Company: Curriculum Associates, LLC (i-Ready)**

by  \_\_\_\_\_ 7/26/2021  
Print Name: Robert Waldron Date  
Title: Chief Executive Officer