

BETHANY PUBLIC SCHOOL DISTRICT NOTICE OF CONTRACT EXECUTION

Seesaw

In compliance with Public Act 16-189, An Act Concerning Student Data Privacy

Date contract executed: March 9, 2020

Brief description of contract and its purpose: 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): _____

Student information, student records or student-generated content that may be collected as a result of this contract:

- Teacher Name
- Teacher Email
- Parent/Guardian Name
- Parent/Guardian Email
- Student Name
- Student Email
- Homeroom Teacher
- Grade
- Student Photo
- Student Journal (photos, drawings, files, notes, hyperlinks, comments, posts, voice recordings)
- Student/Teacher/Parent/Guardian Messages
- Log Data

Notification Date: March 9, 2020

Addendum for Connecticut Districts

This Addendum concerns the relationship between Seesaw (the "Contractor") and the Bethany Board of Education (the "Board") (collectively, the "Parties") and identifies the obligations of the Parties relative to the confidentiality and security of student data. All capitalized terms in this addendum are defined in accordance with Connecticut General Statutes 10-234aa through 10-234dd as amended.

1. Student Information, Student Records and Student-Generated Content (collectively, "Student Data") are not the property of the Contractor and are not under the Contractor's control;
2. Upon written request by the Board, the Contractor will destroy any Student Data in the Contractor's possession;
3. The Contractor will not use student data for any purposes other than those authorized pursuant to the Contractor's Terms of Service, which can be accessed at web.seesaw.me/terms-of-service
4. 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 teacher and to notify the teacher 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 they may do so via their account or by contacting help@seesaw.me.
5. The Contractor implements reasonable and appropriate physical, administrative and technical safeguards to protect Student Data from unauthorized access, destruction, use, modification or disclosure.
 - o The Contractor uses SSL security at the network level to ensure all account information and journal content is transmitted securely.
 - o Account information is stored in highly secure, access-controlled data centers operated by industry leading partners.
 - o All user information is stored redundantly and backed up in geographically distributed data centers.
 - o The Contractor has adopted an internal data access policy that restricts access to personally identifiable information to a limited number of employees with a specific business need;
6. 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 notice to the Board as soon as possible, but in any event in compliance with the timelines set forth in Section 10-234dd of the Connecticut General Statutes ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent of Schools and shall include the following information, to the extent known at the time of notification:
 - a. Date and time of the breach;
 - b. Names of student(s) whose student data was released, disclosed or acquired;
 - c. The nature and extent of the breach;

- d. The Contractor's proposed plan to investigate and remediate the breach.
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. The Contractor and the Board agree to ensure their own compliance with the Family Educational Rights and Privacy Act of 1974 ("FERPA");
 8. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
 9. If any provision of this Agreement or the Terms of Service or the application of this Agreement or the Terms of Service 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.
 10. 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.
 11. 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, including but not limited to the Terms of Service.

Seesaw

DocuSigned by:

Alison Murphy

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Alison Murphy, Head of Operations

3/9/2020

Date

Bethany Public School District

Colleen Murray

3/9/2020

Date