

BETHANY PUBLIC SCHOOL DISTRICT
NOTICE OF CONTRACT EXECUTION
Shipman & Goodwin LLP

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

Date contract executed: January 11, 2017

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): Legal Consultation

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

- Student data appropriate to consultation request.

Notification Date: January 11, 2017

**STUDENT DATA PRIVACY RIDER
In Compliance With Connecticut P.A. 16-189,
An Act Concerning Student Data Privacy**

**AGREEMENT
BETHANY BOARD OF EDUCATION
And
SHIPMAN & GOODWIN LLP**

This Student Data Privacy Rider (the "Rider") is entered into on December 15, 2016, between the Bethany Board of Education (the "Board") and Shipman & Goodwin LLP ("Shipman & Goodwin") (collectively, the "Parties") in conjunction with our original engagement terms, as they have been amended from time to time (collectively, the "Agreement") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

Article I. Definitions. For purposes of the Agreement, "contractor," "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," are defined by Connecticut Public Act 16-189. "Education records" is 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 Rider. The Parties agree that Shipman & Goodwin may be a contractor, and they further agree that the purpose of this Rider is to comply with Public Act 16-189, detailing the Parties' obligations 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 Shipman & Goodwin in connection with Shipman & Goodwin's provision of legal consultation to the Board, as more fully set forth in the engagement letter and Terms of Representation.

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, Shipman & Goodwin.
- B. The Board may request that Shipman & Goodwin delete or destroy student data in Shipman & Goodwin's possession by sending such request to Shipman & Goodwin by electronic mail. Shipman & Goodwin will delete or destroy the requested student data within two (2) business days of receiving such a request.
- C. Shipman & Goodwin shall not use student data for any purposes other than those authorized in this Agreement, and will not use student data for any targeted advertising.

- D. If Shipman & Goodwin receives a request to review student data in Shipman & Goodwin's possession directly from a student, parent, or guardian, Shipman & Goodwin agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Shipman & Goodwin 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 Shipman & Goodwin, and correct any erroneous information therein, by following the amendment procedures as required by FERPA.

Article IV. Security and Confidentiality of Student Data. Shipman & Goodwin and the Board shall each comply with the obligations imposed on them by FERPA. Further, Shipman & Goodwin 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; and
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data.

- A. Shipman & Goodwin shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- B. Shipman & Goodwin shall not retain, and the Board 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 Shipman & Goodwin for the purpose of storing student-generated content.

Article VI. Data Breaches.

- A. Upon the discovery by or notice to Shipman & Goodwin of a breach of security that resulted in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Shipman & Goodwin shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery by or notice to Shipman & Goodwin ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to Mrs. Colleen Murray,

Superintendent at cmurray@bethany-ed.org and shall include the following information, to the extent known at the time of notification:

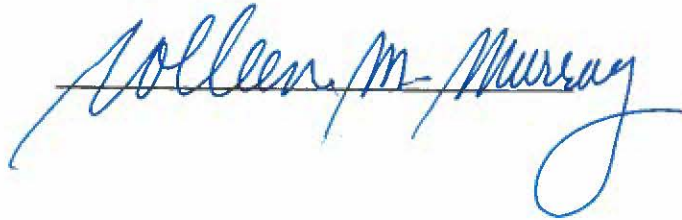
1. Date and time of the breach;
 2. Names of student(s) whose student data was released, disclosed or acquired;
 3. The nature and extent of the breach; and
 4. Shipman & Goodwin's proposed plan to investigate and remediate the breach.
- B. Upon discovery by Shipman & Goodwin of a breach, Shipman & Goodwin 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 or notice 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. Shipman & Goodwin agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board 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.

Article VII. Choice of Law, Choice of Forum, Amendment, Severability.

- A. **Choice of Law.** The parties agree that this Rider and any disputes arising from or relating to this Rider, 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 Rider, 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 Rider is effective upon execution of the Agreement by both parties and shall continue until the terms of the engagement letter have expired.

MRS. COLLEEN MURRAY
SUPERINTENDENT OF SCHOOLS
BETHANY BOARD OF EDUCATION

A handwritten signature in blue ink, reading "Colleen M. Murray", written over a horizontal line.

Date: 1/11/2017

SHIPMAN & GOODWIN LLP

A handwritten signature in black ink, reading "Rebecca R. Santiago", written over a horizontal line.

Rebecca R. Santiago

Date: 12/28/16