

## STUDENT DATA PRIVACY AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of JULY, 2018, between the East Windsor Public Schools (the "Board") and World Book, Inc. ("World Book").

WHEREAS, World Book has agreed to provide certain services to the Board ("Services");

WHEREAS, in the course of providing such Services, World Book may gain possession of or access to student information, student records or student-generated content (collectively, "Student Data"); and

WHEREAS, this Agreement sets forth the obligations of World Book and the Board relative to the safety and confidentiality of such Student Data, including those set forth in Connecticut General Statutes §§ 10-234aa through 10-234dd (the "Privacy Statutes").

NOW THEREFORE, the parties agree as follows:

### Definitions

For the purposes of this Agreement, "student information", "student record", "student-generated content", "directory information", "school purposes", "student", "targeted advertising", "de-identified student information", and "persistent unique identifier" shall be as defined by Public Act 16-189.

### Student Data

- A. Any Student Data provided to or accessed by World Book in conjunction with the Services is the property of and under the control of the Board. Student Data is not the property of or under the control of World Book.
- B. The Board may at all times during provision of the Services by World Book have access to any student data in the possession of World Book.
- C. The Board may request the deletion of Student Data by submitting an e-mail request to [wboltech@worldbook.com](mailto:wboltech@worldbook.com). The Student Data shall be deleted within five (5) business days of receipt of the request.
- D. World Book shall not use Student Data for any purposes other than those authorized pursuant to its contract with the Board and may not use Student Data for any targeted advertising.

- E. If World Book receives a request to review Student Data in World Book's possession directly from a student, parent or legal guardian of a student, World Book shall refer that individual to the Board and notify the Board of such request within five (5) business days of receipt.
- F. World Book shall take actions designed to ensure the security and confidentiality of Student Data.
- G. Student Data shall not be retained by, or available to, World Book upon completion of the contracted services unless a student, 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.
- H. Both the Board and World Book 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.

#### **Ownership of Student-Generated Content**

All student-generated content is the property of the student or the parent or legal guardian of the student.

#### **World Book Obligations**

- A. World Book shall:
  - 1. implement and maintain security procedures and practices that are 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,
    - a. use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time,
    - b. maintain technical safeguards as they relate to the possession of student records in a manner consistent with 45 CFR § 164.312, as amended from time to time, and
    - c. otherwise meet or exceed industry standards.
  - 2. delete any student data within a reasonable amount of time if a student, parent or legal guardian of a student or Board who has the right to control such student data requests the deletion of such student data.

- B. World Book shall not knowingly:
1. Engage in:
    - a. targeted advertising on World Book's Web site, online service, or mobile application, or
    - b. targeted advertising on any other Web site, online service, or mobile application, if such advertising is based on any Student Data or persistent unique identifiers that World Book has acquired because of the use of World Book's Web site, online service, or mobile application for school purposes.
  2. Collect, store, and use Student Data or persistent unique identifiers for purposes other than the furtherance of school purposes.
  3. Sell, rent or trade Student Data unless the sale is part of the purchase, merger or acquisition of World Book by a successor operator and World Book and the successor operator continue to be subject to the provisions of this section regarding student information; or
  4. Disclose Student Data unless such disclosure is made:
    - a. in furtherance of school purposes of the Web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Web site, online service or mobile application and complies with section (A), above,
    - b. to ensure compliance with federal or state law or regulations or pursuant to a court order,
    - c. in response to a judicial order,
    - d. to protect the safety or integrity of users or others, or the security of the Web site, online service or mobile application,
    - e. to an entity hired by World Book to provide services for World Book's Web site, online service or mobile application, provided World Book contractually
      - i. prohibits the entity from using student information, student records or student generated content for any purpose other than providing the contracted service to, or on behalf of, World Book,

- ii. prohibits the entity from disclosing student information, student records or student-generated content provided by World Book to subsequent third parties, and
  - iii. requires the entity to comply with subsection (A) of this section; or
- f. for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.

C. World Book may use student information:

- 1. to maintain, support, improve, evaluate or diagnose World Book's Internet Web site, online service or mobile application,
- 2. for adaptive learning purposes or customized student learning,
- 3. to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or
- 4. to respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.

D. World Book may use de-identified student information or aggregated student information:

- 1. to develop or improve World Book's Internet Web site, online service or mobile application, or other Internet Web sites, online services or mobile applications owned by World Book, or
- 2. to demonstrate or market the effectiveness of World Book's Internet Web site, online service or mobile application.

E. World Book may share aggregated student information or de-identified student information for the improvement and development of Web sites, online services or mobile applications designed for school purposes.

### Data Breaches

- A. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, World Book, if it is in possession of or maintains student information, student records or student-generated content as a result of a student's use of World Book's Internet Web site, online service or mobile application, shall:
1. notify, without unreasonable delay, but not more than thirty (30) days after such discovery, the Board, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and
  2. notify, without unreasonable delay, but not more than sixty (60) days after such discovery, the Board, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content of such student.
- B. The notification to the Board shall include:
1. Date and time of the breach;
  2. Name(s) of the students whose Student Data was released, disclosed or acquired;
  3. A description of the nature of the breach; and
  4. World Book's plan to investigate and remedy the breach.
- C. During such thirty-day or sixty-day period, World Book shall:
1. conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, and
  2. restore the reasonable integrity of World Book's data system.

**Miscellaneous Provisions**

- A. The laws of the State of Connecticut, without giving effect to its choice of law principles, shall govern the rights and duties of World Book and the Board under this Agreement.
- B. 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.

**EAST WINDSOR PUBLIC SCHOOLS**

*Tyrene Annunzio*  
Signature

Tyrene Annunzio  
Print

DIRECTOR OF Technology  
Title

7-1-18  
Date

**WORLD BOOK, INC.**

*Donald D. Keller*  
Signature

Donald D. Keller  
Print

Vice President, Finance  
Title

6/25/2018  
Date