

Connecticut  
Addendum to Contract for Student Data Privacy

This document is an agreement between Canterbury Public Schools (the "District" or "Subscriber") and NWEA regarding the transfer of student and teacher data to NWEA and the subsequent processing of that data. This document is effective as of the date of last signature below.

The parties agree as follows:

1. For the purposes of this Addendum, student information shall have the meaning as set forth in Public Law 16-189 and shall exclude directory information, de-identified information and aggregate student information ("Student Information").
2. The parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of Student Information that is provided to NWEA in connection with the provision of assessment services as further described in the Master Subscription Agreement between Subscriber and NWEA (the "MSA");
3. Student Information is owned by Subscriber;
4. If services are terminated by either party, and upon prior written notice by Subscriber, NWEA agrees to delete Subscriber's Student Information consistent with NWEA data destruction and retention policies and practices;
5. During the effective period of the MSA, which includes this Addendum, Subscriber shall have control of any and all Student Information provide to or accessed by NWEA;
6. NWEA will not use Student Information for any purposes other than those authorized pursuant to the MSA;
7. NWEA shall not sell, rent or trade Student Information;
8. NWEA shall not use Student Information to engage in targeted advertising (as defined in Public Law 16-189). In the event NWEA merges or is purchased by another entity, NWEA shall notify Subscriber in writing of such merger or acquisition;
9. If a parent or guardian contacts NWEA to review, delete or correct Student Information, NWEA shall contact Subscriber to validate the identity of the parent or guardian and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct erroneous Student Information as directed by Subscriber in writing;
10. NWEA shall not collect, store, or use Student Information or persistent unique identifiers (as defined in Public Law 16-189) for purposes other than the furtherance of Subscriber purposes;
11. NWEA shall take actions designed to ensure the security and confidentiality of Student Information;
12. NWEA will comply with applicable state personal information security breach laws when there has been a confirmed unauthorized release, disclosure, or acquisition of Student Information. In doing so, NWEA shall maintain an incident response program that specifies the actions to be taken when NWEA detects unauthorized acquisition or use of its information systems. As part of such response programs, NWEA shall notify the Subscriber by email or telephone without unreasonable delay, but not more than thirty days, after confirmation of a breach of its security related to computer systems which contain Student Information. For the purposes of this Addendum, a breach means actual evidence of the unauthorized acquisition to or unauthorized use of Student Information ("Breach"). In the event of a Breach, Subscriber shall cooperate fully with NWEA to ensure NWEA can comply with any notification obligations NWEA may have to the affected parent(s), legal guardian(s) or eligible student(s) or any other parties for which notification by NWEA may be required under applicable law;
13. Except as set forth in the MSA, Student Information shall not be retained or available to NWEA 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;

14. Northwest Evaluation Association and the local or regional board of education will ensure compliance with the federal Family Educational Rights and Privacy Act of 1974 (FERPA);

15. Connecticut law governs the rights and duties of all parties to the MSA; and

16. A court finding of invalidity for any contract provision in the MSA does not invalidate other contract provisions or applications in the MSA that are not affected by the finding.

Agreed to by:

NWEA DocuSigned by:  
By: *Gerri Cohen*  
9EE11D7374704BD...  
Name: Gerri Cohen  
Title: CFO  
Date: 2/9/2017

**Subscriber**  
By: *Lois DaSilva Knapton*  
Name: *Lois DaSilva Knapton*  
Title: *Superintendent*  
Date: *2/3/17*