

**Connecticut**  
**Privacy Addendum to Master Subscription Agreement**

This addendum ("Addendum") is hereby a part of that certain Master Subscription Agreement between Berlin Public Schools (the "Subscriber") and NWEA (the "MSA") regarding the transfer of Student Education Records to NWEA and the subsequent processing of that data. The term Subscriber includes the local or regional board of education, its school district and any one of its schools as defined below in the customer signature block. Terms not expressly defined in this Addendum shall have the same meaning assigned in the MSA. 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 the MSA, but shall exclude directory information, de-identified information and aggregate student information ("Student Education Records"). All Student Education Records are owned by Subscriber;
2. If services are terminated by either party, and upon prior written notice by Subscriber, NWEA agrees to delete all Student Education Records consistent with NWEA's data destruction and retention policies and practices;
3. NWEA will not use Student Education Records for any purposes other than those authorized pursuant to the MSA. NWEA shall not use Student Education Records to engage in targeted advertising (as defined in Public Law 16-189). NWEA shall not collect, store, or use Student Education Records or persistent unique identifiers (as defined in Public Law 16-189) for purposes other than the furtherance of Subscriber purposes. In the event NWEA merges or is purchased by another entity, NWEA shall notify Subscriber in writing of such merger or acquisition;
4. During the effective period of the MSA, which includes this Addendum, Subscriber shall have control of all Student Education Records provided to or accessed by NWEA. If a parent, or guardian contacts NWEA to review Student Education Records, and/or correct Student Education Records, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct erroneous Student Education Records as directed by Subscriber in writing;
5. NWEA shall take commercially reasonable actions designed to ensure the security and confidentiality of Student Education Records. NWEA will store and process Student Education Records with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards to secure such data from unauthorized access. Such measures will be no less protective than those used to secure NWEA's own data of a similar type;
6. Except as set forth in the MSA, Student Education Records 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 NWEA for sharing Student Education Records;
7. NWEA and the local or regional board of education will ensure compliance with the federal Family Educational Rights and Privacy Act of 1974 (FERPA);
8. 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
9. Connecticut law governs the rights and duties of all parties to the MSA; and

10. 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. In the event of a conflict between the provision of the MSA and this Addendum, this Addendum controls.

Agreed to by:

**NWEA**

By:

Name:

Title:

Date:

**Subscriber**

By:

Name:

Title:

Date:



ERIN K. MCGURK

ASST. SUPERINTENDENT

8/14/18