



Introduction

The Connecticut Department of Administrative Services (DAS), in consultation with the Connecticut Office of the Attorney General and Connecticut State Department of Education, provides this brief to address frequently asked questions (FAQs) that have arisen since the passage of Public Act 16-189, Connecticut's student data privacy law (Conn. Gen. Stat. [§§ 10-234aa – 10-234dd](#)). The FAQs also reflect guidance provided from the State's [Student Data Privacy Task Force Report](#), presented to the General Assembly in March 2019.

For additional background on the law, as well as the tools that the DAS Commission for Educational Technology has put in place to streamline compliance (e.g., Data Privacy Pledge, Educational Software Hub, etc.), visit www.bit.ly/CT-SDP.

Frequently Asked Questions

Q: Does a vendor's signing of the [Connecticut Student Data Privacy Pledge](#) through the Educational Software Hub ([LearnPlatform](#)) — and resultant listing as "Compliant" on the Hub — mean that the company adopts the conditions of [10-234bb](#) and all other aspects of the law?

A: Yes. Signing represents a public statement of compliance with all aspects of the law, as the Pledge language clearly states:

As an authorized representative of my company or organization, which has developed one or more Web sites, online services, or mobile applications for school purposes, I hereby attest that we commit to this Connecticut Student Data Privacy Pledge.

In doing so, I acknowledge that we have fully reviewed and comply with all applicable aspects of the state's student data privacy law, as defined in Connecticut General Statutes §§ 10-234aa through 10-234dd. We address and comply with the law's requirements through one or more standard contract vehicles (e.g., terms of service, data-processing agreement, etc.) that we enter into with each of our Connecticut public school customers.

Q: Does non-compliance with Connecticut's student data privacy law carry any penalties?

A: Yes. Signing the Pledge but not complying with all aspects of the law may constitute a "deceptive act or practice in the conduct of trade or commerce" under the Connecticut Unfair Trade Practices Act (CUTPA), Conn. Gen. Stat. [§ 42-110b](#). Violations of CUTPA may warrant penalties up to \$5,000 per violation (Conn. Gen. Stat. [§ 42-110o](#)).



Q: The Connecticut student data privacy law requires that any board of education enter into a “written contract with a contractor” whenever the local education agency shares or provides access to student data, records, or information (Conn. Gen. Stat. [§ 10-234bb](#)). Does that mean our district needs to create a customized agreement for every vendor with which we share student data?

A: No. The term “written contract” simply means that an agreement in writing exists between the two parties. Such agreements can take several forms, the choice of which may account for the scope and types of data, information, and records shared with contractors:

- **Custom Contract:** If districts require contract terms specific to their local board policies, beyond what state and federal laws require, they may certainly engage with vendors to negotiate those terms. For example, a local education agency may insist on a 15-day breach notification, a shorter timeframe than what Connecticut law requires. In such a case, the district would need to receive this assurance in writing from the vendor.
- **Standard Contract:** In cases where the posted terms from a vendor align with state and federal statute, the district need not pursue a separate set of terms. Executing such agreements may come in the form of digitally agreeing to terms (a “click-wrap” agreement) or physically signing and exchanging copies of a contract. Both are considered legally binding.
- **Contract of Adhesion:** The use of software under the posted terms of service constitutes a “written contract” between the district and provider, known as a “contract of adhesion.” In such cases, the posted terms “adhere” or apply to the use of the products by teachers or administrators using the software. They consent to those terms by way of using the software governed by the agreement, which is considered a “written contract” between the two parties.

Q: Do the data privacy components of software procured by State agencies apply to district use of the products under those contracts?

A: Yes. In cases where a State agency purchases software for the expressed use by districts, the terms governing that written contract with the State convey to those schools. For example, the Connecticut State Library’s annual contract with EBSCO for use of its services by Connecticut residents (including K – 12 students) is governed by terms written to comply with national and Connecticut data privacy laws. In such cases, schools do not need to pursue a separate agreement with the vendor to ensure compliance with state or federal privacy laws.