

**SECOND AMENDMENT TO CONTRACT  
FOR TRANSPORTATION SERVICES**

This **SECOND AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES** (the “Second Amendment”) is made and entered into as of the 2nd day of March, 2022, by and between the **GRANBY BOARD OF EDUCATION** (the “Board”) and **CAPITOL REGION EDUCATION COUNCIL** (the “Contractor”, and together with the Board, the “Parties”).

**RECITALS:**

**WHEREAS**, the Board and the Contractor are parties to that certain Contract for Transportation Services dated as of June 27, 2017, concerning the provision of transportation services for the students of the Town of Granby (collectively, the “Contract”); and

**WHEREAS**, the term of the Contract commenced on July 1, 2017 and ends on June 30, 2022 (the “Term”); and

**WHEREAS**, the Board and the Contractor executed a First Amendment to Contract for Transportation Services, dated June 25, 2020, which concerned agreed-upon temporary amendments to the terms and conditions of the Contract to address the impacts of the COVID-19 pandemic on the provision of transportation services to the students of the Town of Granby; and

**WHEREAS**, the Board and the Contractor have agreed that the term of the Contract shall be extended for an additional five (5) year period; and

**WHEREAS**, the Board and the Contractor desire to amend the Contract to, among other things, effectuate the foregoing.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and provisions hereinafter designated, the Board and the Contractor hereby agree as follows:

1. Section I.A of the Contract is hereby deleted in its entirety and replaced with the following:

“A. The initial term of this Contract shall be for a period of five (5) years, beginning on July 1, 2017 and terminating on June 30, 2022 (the “Initial Term”). The second term of this Contract shall be for a five (5) year period beginning on July 1, 2022 and terminating on June 30, 2027 (the “Second Term, and together with the Initial Term, the “Term”).”

2. Section 9 of the Contract is hereby deleted in its entirety and replaced with the following:

**“9. CONFIDENTIALITY OF RECORDS; STUDENT DATA PRIVACY”**

A. The Contractor shall comply with the Family Educational Rights and Privacy Act (“FERPA”) in its performance under this Contract. The Parties shall execute the Student Data Privacy Addendum to the Contract, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, “student data”) received or obtained by the Contractor in connection with the Contract (Attached as Exhibit D).”

3. The Contract shall be amended to incorporate Exhibit B-1, attached to this Second Amendment. All references to Exhibit B in the Contract shall be revised to read “Exhibit B during the Initial Term, or Exhibit B-1 during the Second Term.”

4. The Contract shall be amended to incorporate Exhibit D, attached to this Second Amendment.

5. Unless as modified in this Second Amendment, all of the respective terms, conditions and provisions of the Contract shall remain in full force and effect. It is declared and agreed by each of the Parties hereto that this Second Amendment and the Contract be read and construed as one instrument during the Second Term, unless otherwise modified in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date(s) set forth below.

GRANBY BOARD OF EDUCATION

By:

\_\_\_\_\_

Name:

Title:

Date:

CAPITOL REGION EDUCATION  
COUNCIL

By: \_\_\_\_\_

Name:

Title:

Date:

**EXHIBIT B-1**

<b>VEHICLES SUPPLIED BY GRANBY PUBLIC SCHOOLS</b>					
<b>HOME-TO-SCHOOLS &amp; SCHOOL-TO-HOME TRANSPORTATION SERVICES</b>					
<b>COST PER DIEM</b>					
<b>In District Transportation</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
Type I - 71 or 77 Passenger Bus	\$345.12	\$379.63	\$414.37	\$439.23	\$465.59
Price per day for two tiers including Oliver Wolcott & Suffield Voag	\$345.12	\$379.63	\$414.37	\$439.23	\$465.59
Type II - 18/19 Passenger Bus/Wheelchair	\$345.12	\$379.63	\$414.37	\$439.23	\$465.59
Price Per Day for Pre-School run	\$345.12	\$379.63	\$414.37	\$439.23	\$465.59

<b>N &amp; OUT OF DISTRICT FIELD AND SPORTS TRIPS &amp; SPECIAL EDUCATION</b>					
<b>COST PER HOUR</b>					
Type I - 71 or 77 Passenger Bus	\$49.53	\$54.48	\$59.47	\$63.04	\$66.82

## EXHIBIT D

### STUDENT DATA PRIVACY RIDER

This Agreement (“Agreement”) is entered into on the date of execution below between the Granby Board of Education (the “Board”) and Capitol Region Education Council (“Transportation Provider”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties (the “Transportation Contract”).

#### Article I. Definitions

For purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be 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 Agreement

The Parties agree that 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 Transportation Provider in connection with Transportation Provider’s provision of transportation services to the Board. The Parties agree that the Transportation Contract does not require the exchange or maintenance of student generated content and that the exchange of student information and student records, if any, shall be limited in nature. The Board shall only provide to the Transportation Provider student records and/or student information essential to performance of obligations under the Transportation Contract.

#### Article III. General Provisions

A. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Transportation Contract.

B. The Transportation Provider shall not modify any separate Privacy Policy of the Transportation Provider or any other policy, procedure or practice of the Transportation Provider concerning student data that is applicable to the Board without the written agreement of the Board.

C. 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, the Transportation Provider.

D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law (including student data that is required to be preserved in relation to litigation or that is subject to a litigation hold), or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider will delete the requested student data within two (2) business days of receiving such a request.

E. The Transportation Provider shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.

F. If the Transportation Provider receives a request to review student data in the Transportation Provider's possession directly from a student, parent, or guardian, the Transportation Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Transportation Provider 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 the Transportation Provider, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

#### Article IV. Security and Confidentiality of Student Data

A. The Transportation Provider and the Board shall ensure that they each comply with the FERPA.

B. Further, the Transportation Provider shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

1. 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;

2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

#### Article V. Prohibited Uses of Student Data

A. The Transportation Provider shall not use student data for any purposes other than those authorized pursuant to this Agreement or the Transportation Contract.

B. The Transportation Provider shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (a) student data that is required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve may be retained; or (b) in the event that a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

#### Article VI. Data Breaches

A. Upon the discovery by the Transportation Provider of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Transportation Provider shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent of Schools 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;
4. The Transportation Provider’s proposed plan to investigate and remediate the breach.

B. Upon discovery by the Transportation Provider of a breach, the Transportation Provider 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 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. The Transportation Provider 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 Conn. Gen. Stat. § 10-234dd.

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

A. Choice of Law. The parties agree that this agreement and any disputes arising from or relating to this Agreement, 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 Agreement, 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.

Article VIII. Term

A. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Transportation Provider is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.

B. In the event that the Transportation Provider determines that returning or completely deleting or destroying the student data is infeasible, the Transportation Provider shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Transportation Provider shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Transportation Provider shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Transportation Provider possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Transportation Provider's databases following the recovery from a disaster, the Transportation Provider shall delete all such student data immediately.

**GRANBY BOARD OF EDUCATION**

By \_\_\_\_\_

\_\_\_\_\_  
Date

**CAPITOL REGION EDUCATION COUNCIL**

By \_\_\_\_\_

\_\_\_\_\_  
Date