

## Terms of Service Addendum Student Data Privacy

This Addendum ("Addendum") is entered into on this 15<sup>th</sup> day of March, 2022, between the Plymouth Board of Education (the "Board") and Nearpod Inc. ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Addendum, "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.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data. Such a request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested student data within sixty (60) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this addendum.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within three (3) business days of receiving such a request. The Contractor 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 Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:
  - A. Upon the discovery by the Contractor of a breach of security that results

in the unauthorized release, disclosure, or acquisition of student data, the Contractor shall provide initial notice to the Board as soon as possible, but not more than seventy-two (72) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to Richard Trudeau, Director of Technology, richt@plymouth.k12.ct.us 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 Contractor's proposed plan to investigate and remediate the breach.
- B. Upon discovery by the Contractor of a breach, the Contractor 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 Contractor 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.
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content. For the avoidance of doubt, Contractor shall destroy student data within 60 days following termination of the agreement and written request for same by District.
8. The Contractor and Board 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.
9. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
10. 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.

11. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Addendum controls over any inconsistent terms or conditions contained within any other Addendum/Agreement entered into by the Parties concerning student data.

**Authorized Board Representative:**

Richard Trudeau

3/16/22  
Date

Richard Trudeau  
Name

Director of Technology  
Title

**Authorized Contractor Representative:**

DocuSigned by:  
Jose Carrera  
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3/15/2022  
Date

Jose Carrera  
Name

Chief Executive Officer  
Title