

**Student Data Privacy Contract**  
**In Compliance with Connecticut General Statutes 10-234aa through 10-234dd and Public Act 18-125**  
**Agreement**  
**Bozrah Public Schools**  
**And**  
**ParentSquare, Inc.**

This Agreement between **Bozrah Public Schools** and **ParentSquare, Inc.** (“Contractor”) specifies the obligations of both Parties regarding the safety and confidentiality of student data as required by Connecticut General Statutes 10-234aa through 10-234dd and Public Act 18-125.

For the 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.

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. Bozrah Public Schools 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 that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. Bozrah Public Schools 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. Bozrah Public Schools may request the deletion of student data by contacting a representative assigned to Bozrah Public Schools by the Contractor or through a portal assigned to Bozrah Public Schools by the Contractor for the purpose of managing student data used by the application.
3. The Contractor shall not use student data for any purposes other than those authorized by the purchase order for the ParentSquare Notify and Engage Product. The data will be used to unify District, School and Classroom Communication. Student and employee data may not be used for targeted marketing and/or advertisements.
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. He or she may do so by contacting the administration or technology staff at Bozrah Public Schools.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify Bozrah Public Schools, 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: Contact Technology Staff, Michel Leask at [mleask@bozrah.org](mailto:mleask@bozrah.org) and Superintendent, Dr. John Welch at [jwelch@bozrah.org](mailto:jwelch@bozrah.org) within 72 hours of the data breach with the following information: when the breach occurred, when the breach was identified, identification of the data that was breached, identification of the students and/or staff impacted, and steps taken to mitigate continued breach of data.
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Bozrah Public Schools, unless a student, parent or legal guardian of a

student chooses independently to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content after the expiration of such contract with Bozrah Public Schools.

8. The Contractor and Bozrah Public Schools 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 Bozrah Public Schools.
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 Agreement supersedes any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

This Contract is effective upon execution of Agreement by both parties.

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Printed Name of Vendor/Consultant/Contractor: ParentSquare, Inc.

Signature: 

Title: President & Founder

Date: 6.6.2019

Printed Name of Bozrah Public Schools Authorized Rep: John Welch, EdD

Signature: 

Title: Superintendent

Date: 5.23.19