

CONTRACT AGREEMENT

Plymouth Board of Education

and

CK-12 Foundation

This Agreement ("Agreement") is entered into on this **14th** day of **April, 2021**, between the **Plymouth Board of Education** (the "Board") and **CK-12 Foundation** ("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 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. The Board has licensed certain services or products from Contractor, pursuant to and as identified in Contractor's Terms of Use, found at www.ck12info.org/about/terms-of-use/ ("Contractor TOU") and subject to the notice provided in Contractor's Privacy Policy, found at <https://www.ck12info.org/about/technology-2/privacy-policy/>.
2. This Agreement covers only student accounts sanctioned by the Board and set up through the **plymouthschools.us** domain. It does not apply to accounts that students create using their personal address or for their personal purposes.
3. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Contractor. For the avoidance of doubt, it is expressly understood and agreed that Student Data does not include students' Curriculum Contributions (as defined in the Contractor TOU), which shall be governed by the Contractor TOU.
4. The Board shall have access to and the ability to request that the Contractor delete or anonymize 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 or anonymization 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 or anonymization of Student Data by sending such request to the Contractor by electronic mail at **support@ck12.org**.
5. The Contractor shall not use Student Data for any purposes other than those

authorized pursuant to this Agreement.

6. 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 **emailing support@plymouth.k12.ct.us**. Contractor will not take any action in relation to a request from a student, parent, or legal guardian except with prior authorization from the Board.
7. The Contractor shall take actions designed to ensure the security and confidentiality of Student Data.
8. 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 (a "Privacy Incident"). Such notification shall be delivered to the Board by electronic mail to **Richard Trudeau, Director of Technology, richt@plymouth.k12.ct.us** and include:
 - Date and time of the Privacy Incident;
 - Names of student(s) whose Student Data was released, disclosed or acquired;
 - The nature and extent of the Privacy Incident;
 - The Contractor's proposed plan to investigate and remediate the Privacy Incident.
9. 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.
10. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
11. If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application.
12. 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.
13. 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.
14. This Agreement shall continue until terminated by either party by giving at least 30 days written notice. At that time, based on the request of the Board, Student Data will be deleted or anonymized. No Student Data, except de-identified information agreed to by the Board and content shared/published by the student for use by others, shall be retained or available to the Contractor upon expiration of this Agreement 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 this Agreement for the purpose of storing student-generated content.

This Agreement is effective upon execution by both parties.

Name: Richard Trudeau

Miral Shah

Title: Director of Technology

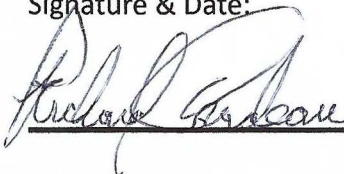
Chief Technology Officer

Email: richt@plymouth.k12.ct.us

CK-12 Foundation

Signature & Date:

Signature & Date:

 4/15/21

DocuSigned by:
 5/6/2021
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