

GRISWOLD PUBLIC SCHOOLS

211 SLATER AVE
GRISWOLD, CT 06470

AGREEMENT

Griswold Public Schools

And

ClassTag, Inc.

This Agreement (“Agreement”) is entered into on this ___th day of __, 2020, between the Griswold Board of Education (the “Board”) and the ClassTag, Inc. (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of Student Data.

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). “Student Data” means “student information,” “student records,” and “student-generated content” as those terms are defined in Conn. Gen. Stat. 10-234aa.

Article II. Purpose of Agreement: Contractor and Board previously entered into the _____-. 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 Data, which Student Data may be provided to the Contractor in connection with the DDS Agreement and Contractor’s rights under the DDS Agreement for Student Data storage, maintenance, collection and/or analysis.

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.
- B. The Contractor shall not make material changes to any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor 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 Contractor.
- D. The Board may request that the Contractor delete Student Data in the Contractor’s possession by sending such request to the Contractor by electronic mail. The Contractor will begin deletion of the Student Data as soon as possible and shall complete such deletion within thirty (30) days of receiving such a request and subject to the provisions of the DDS Agreement. Nothing in this Agreement alters the obligations of the Recipient under its document retention policy or Oregon Public Records Law (“OPRL”) ORS 192.311 to ORS 192.478.
- E. The Contractor shall not use Student Data for any purposes other than those authorized in this Agreement and subject to the DDS Agreement, and may not use Student Data for any targeted advertising.

- F. 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 a reasonable amount of time of receiving such a request.

Article IV. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of Student Data, including but not limited to:

- A. 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;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

- A. Subject to the DDS Agreement, the Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.
- B. During the entire effective period of this Agreement, the Board shall have control of any and all Student Data provided to or accessed by the Contractor.
- C. The Contractor shall not collect, store, or use Student Data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board and subject to the DDS Agreement.
- D. The Contractor shall not sell, rent or trade Student Data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any Student Data covered under this Agreement to its successor.

Article VI. Data Breaches

- A. Upon the discovery by the Contractor 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 Contractor 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 *jcurioso@griswoldpublicschools.org* and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;
 2. The nature and extent of the breach;
 3. 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.

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

- A. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board. However, all issues of law relating to the governmental authority, and the sovereign and governmental immunities and liabilities, of the University of Oregon, as an entity of the State of Oregon, shall be resolved and enforced according to the laws of the State of Oregon, USA, without resort to any jurisdiction's conflict of law rules doctrines. Nothing in this Agreement is a waiver of University of Oregon's sovereign or governmental immunities. The State of Oregon, the University of Oregon and their officers, agents and employees shall be subject to no liability or obligation arising out of this Agreement that would not be recognized and enforced against them by the courts of the State of Oregon.
- B. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- C. **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 Contractor 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 Contractor determines that returning or completely deleting or destroying the Student Data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor 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 Contractor shall not use or disclose such Student Data and shall maintain its security pursuant to this Agreement for so long as the Contractor possesses or maintains such Student Data.

This Agreement covers all current and future DIBELS Data System offerings from the University of Oregon through its Center on Teaching & Learning.

Jill Curioso
Technology Director
Griswold Public Schools
860-376-7660

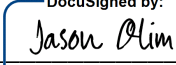
Signature

Date

Your Company

Jason Olim

UO Representative Printed Name

DocuSigned by:


Signature

3/23/2020

Date