

Connecticut Student Data Privacy Addendum

This Addendum (the "Addendum") is entered into in connection with the requirement set forth in Connecticut Public Act No. 16-189 and is hereby incorporated into and shall form a part of the Services Agreement (the "Agreement") by and between ImPACT Applications, Inc. ("ImPACT") and East Windsor Public Schools ("Customer"). All terms and conditions of the Agreement shall remain in full force and effect; provided that to the extent there is a conflict between this Addendum and the Agreement, the terms of the Agreement shall control. All capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

1. Student Information, student records and student-generated content, as defined in Connecticut Public Act 16-189 are not ImPACT's property and are not under ImPACT's control.
2. Except as may be required by applicable law or regulation and as further set forth in the Agreement, at any time during or upon completion of the term of the Agreement, and upon written request, ImPACT will destroy any student information, student records or student-generated content in its possession.
3. ImPACT will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the Agreement.
4. Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, they must contact the Customer's account administrator for further assistance as the Customer is the owner of, and is solely responsible for all access to, and modification of, the student information, student records or student-generated content.
5. ImPACT will implement and maintain reasonable and appropriate physical, administrative and technical safeguards to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure. This includes utilizing industry standard server and network hardware and software and use of encryption. The Customer is solely responsible for all access to the student information, student records or student-generated content by school or district officials.
6. In the event of an unauthorized release, disclosure or acquisition of student information, student records or student-generated content, as required by law and in accordance with the provisions of section 4 of CT Public Act 16-189, ImPACT will notify a representative designated by the local or regional board of education as practicable, but no later than the time period set forth in Connecticut Public Act 16-189 after ImPACT becomes aware of such unauthorized release, disclosure or acquisition.
7. Except as required by applicable law or regulation, at any time during or upon completion of the term of the Agreement, and upon written request by the school or district, student information, student records or student-generated content shall be destroyed, unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with ImPACT for the purpose of storing student-generated content, to the extent ImPACT maintains such accounts.
8. ImPACT and Customer acknowledge and agree that each are solely responsible for ensuring their own compliance with Family Educational Rights Privacy Act of 1974, 20 USC 1232g, as amended from time to time ("FERPA").
9. This Addendum will be governed by the internal laws of the State of Connecticut, without regard to conflicts of law provisions contained therein.
10. If any provision of the Agreement this Addendum or the application of the Agreement or this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement or this Addendum which can be given effect without the invalid provision or application.

IN WITNESS WHEREOF, the undersigned have duly executed this Services Agreement as of the date forth below.


IMPACT:

IMPACT APPLICATIONS, INC.

By: _____
Name: Michael Wahlster
Title: Chief Executive Officer
Date: _____

CUSTOMER:

East Windsor Public Schools

Sign: 
Print Name: Tyronne Oddinello
East Windsor Public Schools
76 South Main Street
East Windsor, CT 06088
Date: 7-1-18