

Student Data Privacy Agreement  
Between PRESTON SCHOOL DISTRICT and  
ECHALK INC.

On October 1, 2016 Connecticut Public Act 16-189 came into effect. This law defines specific operating guidelines for local and regional boards of education for their contractual relationships in regard to student privacy.

As a "contractor," defined in CT PA16-189§1(1), ECHALK INC. agrees and affirms the following statements with the PRESTON SCHOOL DISTRICT

**Section 1 - Compliance**

(a) Information, student records and student-generated content are not the property of or under the control of ECHALK INC.. All student-generated content shall be the property of the student or the parent or legal guardian of the student.

(b) The board of education or designee may request the deletion of student information, student records or student-generated content in the possession of ECHALK INC.;

(c) ECHALK INC. shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract;

(d) ECHALK INC. will provide procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;

(e) ECHALK INC. shall take actions designed to ensure the security and confidentiality of

student information, student records and student-generated content;

(f) ECHALK INC. will provide a description of the procedures ECHALK INC. will follow in notifying PRESTON SCHOOL DISTRICT, in accordance with the provisions CT PA 16-186§4, when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content;

(g) Student information, student records or student-generated content shall not be retained or available to ECHALK INC. upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with ECHALK INC. for the purpose of storing student-generated content;

(h) ECHALK INC. will abide by the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time;

(i) The laws of the state of Connecticut shall govern the rights and duties of ECHALK INC. and the local or regional board of education; and

(j) 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.

(k) ECHALK INC. shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use,

modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and (3) otherwise meet or exceed industry standards.

(l) ECHALK INC. shall not use student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

### Section 2 – Specification of Reasonable Time

(a) ECHALK INC. agrees that a “reasonable time” under CT PA 16-189§2(f) for ECHALK INC. to provide contract revisions is no more than 30 days.

(b) ECHALK INC. agrees that a “reasonable time” to delete student records under CT PA 16-189§3(a) is no more than 30 days.

### Section 3 – Procedures

(a) ECHALK INC. will attach the PROCEDURE FOR THE REVIEW OF RECORDS BY PARENT OR GUARDIAN as required by CT PA 16-189§2(4) to this document.

(b) ECHALK INC. will attach the PROCEDURE FOR THE NOTIFICATION OF DATA BREACH as required by CT PA 16-189§2(6) to this document.

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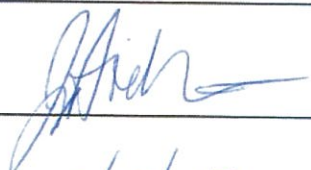
### ECHALK INC.

Organization Name: eChalk Inc.

Organization URL: www.eChalk.com

Product or Service: Integrated SAAS Learning Management, Community Management, and Content Management system for K-12 schools.

Duly Authorized Representative: John Aiello, President  
(print)

Duly Authorized Representative:   
(signature)

Date: 3/9/17