

## Connecticut Addendum

This Connecticut Addendum ("**Connecticut Addendum**") to the Pear Deck Terms of Service (available at <https://www.peardeck.com/terms-of-service>) and Pear Deck Privacy Policy (available at <https://www.peardeck.com/privacy-policy>) ("**Privacy Policy**") (the "**Pear Deck Agreement**") by and between Pear Deck, Inc. ("**Pear Deck**") and Colchester Board of Education ("**Your School**"), each individually referred to as a "Party," and collectively as the "Parties." This Connecticut Addendum shall be effective as of the last date of signature below and shall continue coterminous with the subscription term.

For the purposes of this Connecticut Addendum, "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. All other capitalized terms in this Connecticut Addendum shall retain the same meaning as in the Pear Deck Agreement.

In accordance with Connecticut General Statutes §§ 10-234aa through 10-234dd and applicable law, the Parties hereby agree as follows:

1. 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, Pear Deck.
2. Your School shall have access to and the ability to delete Student Data in the possession of Pear Deck except in instances where such Student 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 Pear Deck. Your School may request the deletion of any such Student Data if such copy has been used by Pear Deck to repopulate accessible data following a disaster recovery. Your School may request the deletion of student data by using the functionality of Pear Deck's products, and if the product functionality is insufficient in fulfilling such a request, upon submitting a written and verifiable request by Your School to Pear Deck.
3. Pear Deck shall not use Student Data for any purposes other than those authorized pursuant to the then-current joint Pear Deck Agreement (and as updated from time to time).
4. A student, parent or legal guardian of a student may review personally identifiable information contained in his/her Student Data and correct any erroneous information, if any, in such Student Data. He or she may do so by contacting the appropriate official at Your School with authority to make such requests through Pear Deck on behalf of Your School. Pear Deck and the official designated by Your School will work together to carry out such a documented and verifiable request.
5. Pear Deck shall take actions designed to ensure the security and confidentiality of Student Data.
6. Pear Deck will notify Your School, in accordance with applicable law, which includes Conn. Gen. Stat. § 10- 234dd, as applicable, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will also be sent to the signatory of Your School designated below (as updated from time to time by Your

School through a writing to Pear Deck) and will include names of those individuals and types of Student Data affected by the unauthorized release, disclosure, or acquisition of Student Data, to the extent known by Pear Deck.


7. Upon expiration of the Pear Deck Agreement, Your School shall notify Pear Deck in writing of its desire to not renew its paid subscription and not to further use any free access available in Your School's Pear Deck account. At such time, Pear Deck shall take commercially reasonable actions to destroy or return all Student Data, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Pear Deck after the expiration of such contract for the purpose of storing student-generated content.
8. Pear Deck and Your School 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 Pear Deck and Your School.
10. If any provision of this Connecticut Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Pear Deck Agreement or this Connecticut Addendum which can be given effect without the invalid provision or application.
11. Pear Deck acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Connecticut Addendum controls over any inconsistent terms or conditions contained within any other agreement entered into by Your School and Pear Deck concerning Student Data, including but not limited to the Pear Deck Agreement.

For avoidance of doubt, all other provisions in the Pear Deck Agreement remain in full force and effect. Additionally, this Connecticut Addendum is solely between the Parties and shall have no effect upon the terms for any other individual or entity subject to the Pear Deck Agreement. To the extent that the terms of this Connecticut Addendum conflict with the Pear Deck Agreement, the terms of this Connecticut Addendum shall control. Any violation or breach of this Connecticut Addendum shall, except as otherwise prohibited by law, be subject to all disclaimers and limitations on liability as set forth in the Pear Deck Agreement.

*[Remainder of Page Left Intentionally Blank; Signature Page to Follow]*

**Signed and Agreed:**

**For and on behalf of Colchester Board of Education**

Signature:   
Name: Jeffrey E. Burt  
Title: Supt.

Dated: **AUG 19 2021**

**For and on behalf of Pear Deck, Inc.**

Signature: 

Name: Jeanette Lee

Title: Corporate Counsel

Dated: 8/19/2021

Email Address (for Section 6 Notice):

*jburt@colchesterct.org*