

BOONE COUNTY SCHOOLS/RISE ACADEMY - Renewal Contract

BOONE COUNTY SCHOOLS, WV -

5400090

69 AVENUE B

MADISON, WV 25130

United States

Erin Marshal

Financial Secretary

erin.marshall@boone.kyschools.us

Reference: 20210915-174112508

Quote created: September 15, 2021

Quote expires: October 15, 2021

Quote created by: Heather Terry

Accounting Manager

heather.terry@parentsquare.com

Products & Services

| Item & Description | Quantity | Unit Price | Total |
|--|--|--|------------|
| and the second s | and the second s | and the second s | |
| ParentSquare Engagement Platform | 1 | \$3,000.00 | \$3,000.00 |
| Subscription | | | |
| ParentSquare Annual Subscription (12/01/2021 - 11/30/2022) | | | |
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Subtotals

One-time subtotal \$3,000.00

Total \$3,000.00

Purchase Terms

<u>District/School Agreement</u> -- The Services are subject to the terms contained in this Order Form, the School Agreement which is located at www.parentsquare.com/agreement, and any other privacy agreement provided by the School and signed by ParentSquare, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - https://www.parentsquare.com/privacy

Terms of Use - The ParentSquare Terms of Use may be reviewed here - https://www.parentsquare.com/terms

<u>StudentSquare Consent</u> -- ParentSquare relies on the School/District's consent on behalf of parents in order to allow those under 13 years of age to use our services per COPPA requirements.

Questions? Contact me



Heather Terry
Accounting Manager
heather.terry@parentsquare.com

ParentSquare, Inc.
PO Box 841604
Los Angeles, CA 90084-1604
United States

Download quote

Print quote

Are your family communications effective? <u>Download</u> (https://www.parentsquare.com/engage/effective-family-comms) our best practice guide for important considerations to improve outreach.



(https://www.parentsquare.com)

Contact Us (https://www.parentsquare.com/contact-us)

Sign In (https://www.parentsquare.com/signin)

ParentSquare School Agreement

Last Updated: October 30, 2018

Terms of Use (https://www.parentsquare.com/terms)
Privacy Policy (https://www.parentsquare.com/privacy)
School Agreement (https://www.parentsquare.com/agreement)

This document describes the terms and conditions of the services offered by ParentSquare Inc, Inc. ("ParentSquare" or "we") purchased by you on behalf of your school, organization, or school district (the "School") to use on a subscription basis.

This agreement is entered into between the parties identified on the Order Form that is mutually executed by the parties and which references this agreement (the "Agreement"). The effective date of this agreement is the applicable Order Form Effective Date, as described in such Order Form.

The entire agreement consists of (1) this School Agreement and (2) the executed Order Form.

Any terms used but not defined herein will have the meaning set forth in the Order Form. In the event of any conflict between these terms and conditions and the Order Form, the Order Form will prevail.

Definitions

This website uses cookies to optimize your user experience.

"School" means the party that will be using Service. If the party is a school district then the term "School" includes all schools that are members of the school district and served by the school district that will be using the Service. "School Data" means all data, including all personal information about users and students, as described in the Privacy Policy, that are provided to ParentSquare by, or on behalf of, School through School's use of the ParentSquare. "Service(s)" refers to our website, mobile app and all other products, services and applications made available by ParentSquare from time to time that is paid for by the School.

Obligation

School warrants that a) it will use best efforts in providing complete and accurate data. ParentSquare will not be liable for any damages resulting from incorrect student, parent and/or guardian contact information that School provides to ParentSquare. b) it has met all contractual, regulatory, and legal requirements in providing, and using, the data, including, but not limited to, obtaining necessary consent to send notifications to all users including texts and voice messages (if applicable). In no event will ParentSquare be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees or data fees. c) it will fully cooperate during the implementation process.

Compliance with Applicable Law and Parental Consent

School is responsible for, and represents and warrants it is in compliance with, the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA"), including by obtaining parental consent for collection, use and disclosure of personal information in connection with the Services. School represents and warrants that it will comply with all applicable laws, and further, that its disclosure of any information to ParentSquare, and ParentSquare's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA or FERPA). School will not disclose any information to ParentSquare that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA").

Changes to this Agreement

ParentSquare may make changes to this Agreement from time to time. If ParentSquare makes a material (determined by ParentSquare in its discretion) change to this Agreement, ParentSquare will inform School by email. If the change has a material adverse impact on School and School does not agree to the change, School must so notify ParentSquare in writing within thirty (30) days after receiving notice of the change. If School notifies ParentSquare as required, then School will remain governed by the terms School had agreed to until the end of the then-current school year. If the Services are renewed, they will be renewed under ParentSquare's then current Agreement.

Intellectual Property Rights

As between the parties and except for the licenses granted by this Agreement, (a) School owns all Intellectual Property Rights in School Data, including all related intellectual property rights, in and to School content and (b) ParentSquare owns all Intellectual Property Rights in the Services. School hereby grants to ParentSquare a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the School Data as necessary to fulfill its obligations and exercise its rights hereunder.

Publicity

School agrees that ParentSquare may include School's name or brand features including School Name and Logo in a list of ParentSquare customers, online or in promotional materials. School also agrees that ParentSquare may verbally reference School as a customer of the ParentSquare products or services that are the subject of this Agreement.

Agreement Term

This Agreement will remain in effect for the Order Form Term as set forth and agreed to in the Order Form. After the Term End Date as defined in the Order Form, the Agreement will automatically renew, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Term. The conditions of a Renewal Term shall be based on the then-existing ParentSquare standard terms, rates and charges. In case of any changes to the existing ParentSquare standard terms, rates or charges, a thirty (30) day advanced notice will be provided to School.

Termination

School may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to ParentSquare, provided, however, that School will remain obligated to pay any fees for Services that School has purchased for the entire Term for those Services.

Termination for Failure to Pay

ParentSquare may terminate this Agreement and cease providing services if School fails to pay invoices due within a timely fashion.

Destroying User Information Upon Termination of School Agreement

ParentSquare destroys or returns all information provided by the School within sixty (60) business days of demand, or if no demand is made, it destroys all Information within sixty (60) days of the expiration or termination of the agreement with School unless ParentSquare receives permission in writing from School that Parent Squares may kets to costain to some formation for period of time.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INJURY, LOSS, CLAIM, DAMAGES, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT. THE SCHOOL AGREES THAT PARENTSQUARE SERVICE IS NOT INTENDED OR DESIGNED FOR USE IN HIGH-RISK ACTIVITIES, OR IN ANY SITUATION WHERE FAILURE OF DELIVERY OR PERFORMANCE OR ANY ERROR IN PARENTSQUARE COULD LEAD TO DEATH, DAMAGE TO PROPERTY, PERSONAL INJURY, OR WHERE OTHER DAMAGES COULD RESULT IF AN ERROR OCCURRED.

Counterparts

The parties may enter into this Agreement by executing the applicable Order Form in counterparts which taken together will constitute one agreement to be valid as of the date of the Order Form. Order Form executed, scanned and transmitted electronically or by way of facsimile and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

Homepage (https://www.parentsquare.com/)

Video(https://www.parentsquare.com#)

Before & After(https://www.parentsquare.com#benefits)

Trusted By(https://www.parentsquare.com#trusted-by)

Features(https://www.parentsquare.com#highlights)

Testimonials(https://www.parentsquare.com#stakeholders)

Demo (https://www.parentsquare.com/features

Qulck

(https://www.parentsquare.com/features#3min-

Demo

overview)

(https://www.parentsquare.com/features#overview)

Feature Demos(/features#feature-demos)

Fact Sheets(https://www.parentsquare.com/features#flyers)

Pricing(/features#pricing)

Company Resources (https://www.parentsquare.com/resources/) (https://www.parentsquare.com/about/)

Blog(http://blog.parentsquare.com/)

Whitepapers (https://www.parentsquare.com/resources#ebook)

& Guldes

Webinars(https://www.parentsquare.com/webinars)

About(https://www.parentsquare.com/about)

Partners(https://resources.parentsquare.com/partners)

Press(https://www.parentsquare.com/press)

Careers(https://resources.parentsquare.com/careers)

Case Studies(https://wwwnparentedutre-នេងមិនចេសមើន។០ optimiza អ្នកប្រក្រែក្រែនៗXDerive parenteduare.com/)

ParentSquare

(https://www.facebook.com/group's/psusergroup)

User Group

ParentSquare*

(https://www.parentsquare.com)

6144 Calle Real, #200A Goleta, CA 93117

Contact Us (/contact-us)

schools@parentsquare.com (mailto:schools@parentsquare.com)

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Are your family communications effective? <u>Download</u> (https://www.parentsquare.com/engage/effective-family-comms) our best practice guide for important considerations to improve outreach.



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(https://www.parentsquare.com)

Contact Us (https://www.parentsquare.com/contact-us)

Sign In (https://www.parentsquare.com/signin)

ParentSquare Terms of Use

Last Updated: November 18, 2017

Terms of Use (https://www.parentsquare.com/terms)
Privacy Policy (https://www.parentsquare.com/privacy)
School Agreement (https://www.parentsquare.com/agreement)

IMPORTANT: If you are under the age of 18, you must read these terms of use with a parent or adult quardian.

Please read these terms of use carefully before using our services. This is a binding agreement between you and ParentSquare. By accessing or using our services in any manner, you agree to accept, without limitation or qualification, all of these terms of use.

If you do not wish to participate in the program, and also stop receiving ParentSquare notifications, please contact your School directly or contact us at support@parentsquare.com (mailto:support@parentsquare.com).

Overview

This website uses cookies to optimize your user experience.

ParentSquare is a simple, collaborative platform for school-home communication that facilitates parental engagement in children's education. ParentSquare is designed for whole-school adoption and collaborative use by principal, admins, teachers, staff, parent leaders and parents at preK-12 schools. Users can share messages about school logistics and student classroom learning along with pictures and files, volunteer requests and class supply lists, calendar and more.

Modification of Terms of Use

Our legal policies may be modified as our services are updated. ParentSquare reserves the right at any time to change any of these terms of use contained herein or any information contained in our services, including but not limited to the charges associated with the use of our services. If these terms of use do change, we will alert you by posting a notice on our website and sending your School an email detailing the changes. In certain situations (for example, where a change to these terms of use is necessary to comply with legal requirements or when the change is due to an inaccuracy or typographical error), we may not be able to give you a notice.

Disclosure

ParentSquare reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Questions or comments regarding our services and the information contained in our services should be directed to support@parentsquare.com. Any communication or material transmitted to us via the ParentSquare website, app or e-mail is transmitted on a non-confidential basis.

Privacy

Please read our Privacy Policy (https://www.parentsquare.com/privacy), to understand how we collect, use, share and protect information.

Modification of Services

Our services may include inaccuracies or typographical errors that will be corrected. Changes are periodically added to the information herein. ParentSquare and/ or your School may make improvements and/or changes in our services at any time. By using our services, you agree in advance to accept any such changes.

Additional Terms

This Agreement applies to all users of our services, but there are special terms for you depending on what type of user you are.

This website uses cookies to optimize your user experience. If you are younger than 18, you must get your parent or guardian to read and agree to this Agreement with you.

OK

If you are a parent, staff member or student, you will only join your School, classes and/or groups to which you have been added, or to which you belong, or those that are made available to everyone at your School to join.

If you are a parent or student you will only view posts for your School, grades, classes and groups you belong to. You may be allowed to post to the classes based upon your School's discretion and to the groups you belong to upon the group administrator's discretion.

If you interact with the post, for instance, appreciate, publicly comment, sign up or RSVP, other users who have access to the post will be able to see you did so.

If you are a staff member, you can view posts for your School, all grades, classes and public groups.

If you are a designated ParentSquare Admin at your School, you can view posts for the School, all grades, classes and all groups.

If you are a School Principal or District Admin, you can view direct messages at your School.

If you are a designated ParentSquare Admin or a teacher at your School, you can invite users to join ParentSquare. It is your responsibility to maintain the accuracy of the contact information for these users and that you have permission from these users to invite them. You may not invite users that are not associated with your School.

You may be required to register with ParentSquare by creating a password, to access the School in ParentSquare either via the website or the app. ParentSquare reserves the right to refuse registration of or to cancel a ParentSquare account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password.

Consent to Receive Periodic Notifications

ParentSquare may send you communication arising from School Submissions (defined later) via email, text, voice call, and/or push notifications. If you do not wish to receive any notifications for School-related activities and notifications resulting from School Submissions, please contact your School directly.

ParentSquare is not held responsible for any SMS notifications and charges you may receive in regards to your cell provider plan. You may permanently opt out of receiving SMS text messages in order to avoid certain charges by adjusting your notification settings from your accounts page. To request help in adjusting your notification settings, please contact support@parentsquare.com (mailto:support@parentsquare.com;). Note that you may still receive alerts via SMS, for example those regarding school closure, threats, etc. To opt out of School alerts, please contact your school directly.

Apart from notifications for School related activities, ParentSquare may contact you with service-related announcements from time to time. By agreeing to these terms of use, you agree to receive and give permission to ParentSquare to send communication to you. This website uses cookies to optimize your user experience.

Our services may contain news feed, chat areas, groups, forums, communities, personal information, calendars, and/or other message or communication facilities designed to enable you to collaborate with staff members or other users in your School (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Copy, reproduce, or otherwise share any text, photos, videos, images, contacts or any other information on a public or password-protected ParentSquare page, without prior express written consent of the owner and in any way that violates anybody's rights.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless your School specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary
 designations or labels of the origin or source of software or other material contained in a file
 that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

ParentSquare has no obligation to monitor the Communication Services. However, ParentSquare reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. ParentSquare reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

ParentSquare specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. School members such as principal or teachers are not authorized ParentSquare spokespersons, and their views do not necessarily reflect those of ParentSquare.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, This website uses cookies to optimize your user experience reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to ParentSquare or Posted at Any ParentSquare Website

ParentSquare does not claim ownership of the materials you provide to ParentSquare (including feedback and suggestions) or post, upload, input or submit to any our services (collectively "Submissions"). You retain ownership of all of your Submissions. In order to provide you with the Services, ParentSquare needs to use your Submission in certain ways including display and send your Submissions to other users at your School. You hereby grant ParentSquare a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable (only to a successor) right and license to use your Submissions and to publish your name in connection with your Submissions within your School for purposes related to providing the Services.

Because your Submissions may be viewed or accessed by other ParentSquare users at your School, you grant other ParentSquare users a non-exclusive, worldwide, royalty -free, perpetual, irrevocable, sublicensable right and license to access, view, edit, and use your Submissions as may be permitted through the functionality of our services (for example, when you send a message through ParentSquare, the recipients of your message will be able to save, copy, edit and store that message).

ParentSquare is under no obligation to post or use any Submission you may provide and may remove any Submission at any time for any reason (including, but not limited to, if we receive claims or allegations from individuals, companies or authorities relating to that Submission or if ParentSquare is concerned that you may not have adhered to the foregoing restrictions) or no reason at all in ParentSquare's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to post the Submissions.

All information publicly posted or privately transmitted through our services is the sole responsibility of the person from which such content originated and that ParentSquare will not be liable for any errors or omissions in any content. ParentSquare cannot guarantee the identity of any other users you may interact with in the course of using the Services. Additionally, ParentSquare cannot guarantee the authenticity of any information which users may provide about themselves. You acknowledge that all content accessed by you while using ParentSquare is at your own risk and you will be solely responsible for any resulting damage or loss.

Links

ParentSquare does not review or monitor any website linked to or from the ParentSquare website and is not responsible for the content of any such linked website. Your linking to such website is at your own risk.

Electronic Signatures cookies to optimize your user experience.

ParentSquare provides functionality that allows users to provide electronic signatures as an intended substitute for a physical signature. By using the Electronic Signature function, you agree to transaction business electronically in place of using paper documents and wet-ink signatures. You are responsible for ensuring that your contact information is current. You understand that by using an Electronic Signature, you are expressing your acceptance of the terms of use contained within the post you are providing signature for. You should read any such posts carefully before apply your Electronic Signature. You agree that you are solely responsible for any such posts to which you apply your Electronic Signature and for any consequences and legal obligations arising therefrom.

While ParentSquare may provide options for supporting identity verification, ParentSquare does not have the capability to verify the identity or the authority of a signatory; you are solely responsible for verifying the identity of each signatory. ParentSquare does not certify the validity, completeness, or enforceability of any post that requires Signature.

No Unlawful of Prohibited Use

As a condition of your use of our services, you warrant to ParentSquare that you will not use our services for any purpose that is unlawful or prohibited by these terms of use. You may not use our services in any manner which could damage, disable, overburden, or impair our services or systems, or interfere with any other party's use and enjoyment of our services.

ParentSquare reserves the right to investigate use in order to determine whether or not a violation of the above conditions have occurred or in order to comply with any applicable law, regulation, legal process or governmental request. In the case that a violation has occurred, ParentSquare may revoke your ability to use our services or terminate your account in order to maintain the confidentiality, safety, and quality of our services.

Availability

Our services are available worldwide to anyone with Internet access. However, our services may not be continuously available due to maintenance or repairs to computer problems or crashes, disruption in Internet service or other unforeseen circumstances, and we disclaim any liability for non-availability.

Warranty Disclaimer

Your use of our services and the ParentSquare website is at your own risk. The ParentSquare website contains information, facts, and opinions from various individuals and organizations. Neither ParentSquare nor the schools using it, ParentSquare affiliates, agents, and representatives endorse or are responsible for the accuracy or reliability of any opinion, advice, or statement on the ParentSquare website.

Limitation of Liability ite uses cookies to optimize your user experience.

NEITHER PARENTSQUARE NOR ANY OF THE SCHOOLS USING OUR SERVICES OR ANY OF PARENTSQUARE SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF YOUR ACCESS OR USE OF, , OR FROM MISSING REMINDERS, OR YOUR INABILITY TO ACCESS OR USE, OUR SERVICES OR ANY MATERIALS, OPINIONS, OR RECOMMENDATIONS OF THIRD PARTIES ON OUR SERVICES, OR FOR ANY DATA LOSS IN OUR SERVICES. ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. PARENTSQUARE AND/OR YOUR SCHOOL HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Indemnity

You will indemnify and hold ParentSquare, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your violation of these terms of use.

Deactivating your ParentSquare Account

You can deactivate your account at any time by writing to your School's administrator or by writing to us at unsubscribe@parentsquare.com. Your name and contact information may be put in an Alumni Database for the School to use. Please let us know if you wish to be removed completely from the ParentSquare database.

ParentSquare reserves the right to terminate (or suspend) your access to our services, for any reason, including your breach of these terms of use. ParentSquare has the sole right to decide whether you are in violation of any of the restrictions set forth in these terms of use.

Homepage (https://www.parentsquare.com/)

Video(https://www.parentsquare.com#)

Before & After(https://www.parentsquare.com#benefits)

Trusted By(https://www.parentsquare.com#trusted-by)

Demo (https://www.parentsquare.com/features

Quick

(https://www.parentsquare.com/features#3min-

Demo

overview)

(https://www.parentsquare.com/features#overview)

Features(https://www.palehisayushasitan#គម្ពតារដ្ឋកាល់kies to optimize your user experience.

Feature Demos(/features#feature-demos)

Testimonials(https://www.parentsquare.com#stakeholders) OK

Fact Sheets(https://www.parentsquare.com/features#flyers)

Company

Pricing(/features#pricing)

Resources (https://www.parentsquare.com/resources/) (https://www.parentsquare.com/about/)

Blog(http://blog.parentsquare.com/)

Whitepapers (https://www.parentsquare.com/resources#ebook) & Guides

Webinars(https://www.parentsquare.com/webinars)

Case Studies(https://www.parentsquare.com/case-studies)

ParentSquare (https://www.facebook.com/groups/psusergroup) User Group

About(https://www.parentsquare.com/about)

Partners(https://resources.parentsquare.com/partners)

Press(https://www.parentsquare.com/press)

Careers(https://resources.parentsquare.com/careers)

Wall of Love(https://welove.parentsquare.com/)



(https://www.parentsquare.com)

6144 Calle Real, #200A Goleta, CA 93117

Contact Us (/contact-us)

schools@parentsquare.com (mallto:schools@parentsquare.com) Are your family communications effective? <u>Download</u> (https://www.parentsquare.com/engage/effective-family-comms) our best practice guide for important considerations to improve outreach.



(https://www.parentsquare.com)

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Sign In (https://www.parentsquare.com/signin)

ParentSquare Privacy Policy

Terms of Use (https://www.parentsquare.com/terms)
Privacy Policy (https://www.parentsquare.com/privacy)
School Agreement (https://www.parentsquare.com/agreement)

Overview

ParentSquare is a simple platform for communications between home and school. ParentSquare is designed for whole-school adoption and collaborative use by district administrators, principal, school administrators, teachers, staff, parent leaders and parents at preK-12 districts and schools. Users can share messages about school logistics and student classroom learning along with pictures and files, volunteer requests and class supply lists, calendar and directory information.

Commitment to Your Privacy

ParentSquare understands that privacy is extremely important to users of our services and website, the district, school or organization that registers for our services ("School"), and the students, their parents in this website uses cookies to optimize your user experience. and other users whose information we may access on hehalf of a School. Please see the following information about the information we collect while providing services, how we use it and other details.

Our goal is to be transparent in our practices regarding collection and data usage. This privacy policy covers all products and services delivered by ParentSquare, Inc. Previous versions of our privacy policy are available upon request. A translated version of ParentSquare's privacy policy is available upon request.

All data that ParentSquare collects is covered under this privacy policy.

Please make sure that you read the ParentSquare Terms of Use (https://www.parentsquare.com/terms/) to understand additional terms and conditions that apply to the use of our services and website.

Information We Collect

We collect two types of information; personal information your School knowingly chooses to disclose that is collected on an individual basis, and website-use information collected on an aggregate basis as you and others browse our website.

Basic Information Your School Provides to Us

- Admin Role: We use name, ID, title, phone number, email address, address, group memberships, school memberships and district memberships from school-provided data.
- Staff Role: We use name, ID, title, phone number, email address, address, group memberships, school memberships and district memberships from school-provided data.
- Teacher Role: We use name, ID, title, phone number, email address, address, classes, section, group memberships, school memberships and district memberships from school-provided data.
- Student Role: We use name, ID, address, gender, grade level, enrolled courses, other enrolled groups, extracurricular activities and family relationships from school-provided data. For schools using StudentSquare, this may include email addresses and phone numbers.
- Parent/Guardian/Contact Role: We use name, relationship to student, phone number, email address, address, communication language, group memberships, school memberships and district memberships from school-provided data. from school-provided data.
- Emergency-Only Contact Role (if applicable): We use name, phone number, email address and any emergency contact information from school-provided data.
- Guest/External Member Role: If provided, we use name, phone number, email address, address, group memberships, school memberships and district memberships from school-provided data.

Additional Contact Information Your School May Provide to Us About Students

This website uses cookies to optimize your user experience. The School may also choose to provide additional student information such as their English language learning status, enrollment in free and reduced lun@kprograms, attendance records, lunch balances, bus routes, grades and assignments if the School is using the corresponding ParentSquare feature.

The School may choose to use StudentSquare to provide students with ParentSquare logins to communicate with students within ParentSquare. In such cases, we collect the login credentials for students provided to us by the School, which may include a student's email address and cell phone number. In this way, ParentSquare collects and shares personal information and education records from PK-12 students, including children under 13 years of age.

Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services. If we learn that we have collected personal information from a child under age 13 other than pursuant to the above, or if we learn that a child under 13 has provided us personal information beyond what we request from them, we will delete that information as quickly as possible after we have been notified internally or by impacted customers.

If you have questions about modifying or deleting personal information of a student, please contact your School directly or you may also contact us at privacy@parentsquare.com (mailto:privacy@parentsquare.com). We will get in touch with your School to honor your request.

Information You Provide to Us

In addition to the information about you provided by the School, you may choose to provide additional information about yourself in your user profile, such as your profession, talent, interests and abilities. All information you provide voluntarily may be made accessible to users in your School. This information is not shared with users outside of your School.

Information We Collect when You Interact With ParentSquare

In addition to the personal information you and your School provide to us, we also collect usage information as you interact with ParentSquare. Collecting this information allows us for more accurate reporting and helps us to improve our services.

The following describes how we use this information:

- a. Site Activity Information. We monitor some of the actions you perform on ParentSquare. For example, if you make a comment on a post, we both log the fact that you added a comment as well as store the actual comment itself.
- b. Notification Activity Information. We monitor email delivery, text delivery, app downloads, and engagement through वीवाडिकाकि विशेषका ம் முன்னின் இன்று முன்றி இது and improve your experience with ParentSquare. We may include clear gifs in the HTML-based emails we send our OK

Schools in order to track which emails are being opened and which links are being clicked on by recipients.

- c. Access Device and Browser Information. When you access ParentSquare from a computer, mobile phone, or other device, we may collect information from that device such as your browser type, location, and IP address. We also record which pages you visit, the date and time of visits, and the time spent at our website. This information is collected on an aggregate basis. None of this information is associated with you as an individual.
- d. Cookie Information. We may send one or more cookies to be stored on your computer in order to personalize your experience with ParentSquare and make our services easier to use. A cookie is a small text file containing a string of alphanumeric characters that allows us to uniquely identify your browser and allows you to log in automatically whenever you return to ParentSquare. We also use cookies to identify and maintain your logged status as well as enhance your navigation through the website. You can remove or block cookies using the technical settings of your browser though you may not be able to do so on certain browsers or mobile devices. Note that disabling cookies may impact your ability to use our services fully, so we recommend that you leave them enabled for the quality of your experience.

Information We Do Not Collect when You Interact With ParentSquare

ParentSquare only collects data related to providing services for Schools. We do not explicitly collect criminal records, medical records, social security numbers, biometric information, disabilities, political affiliations, religious affiliations, discipline records or behavioral assessments.

How We Use Information

Your privacy and your child's privacy is extremely important to us. The student data we collect is used for communication and educational purposes at the discretion of your School only. We use the information we collect to provide a safe, efficient, and customized experience for our users.

Here are some of ways we use this information:

To Manage the Service

We use the information we collect to provide personalized services and features to you and provide you with customer support. In addition we use the information we collect to analyze how you use the services and features so that the services and features so that the services and features.

to Contact You

We may contact you with service-related announcements from time to time. This includes contacting you for any school related activities. We may include content you see on ParentSquare in the emails we send to you. We may also contact you in order to notify you about important changes to our services.

To Provide Relevant Information To Your School

We use the information we collect to report usage levels to your School. This allows your School to monitor how successful their communications are so that they can improve their use of ParentSquare.

How We Share Information

What Can Other Users in ParentSquare See

Access to the School's ParentSquare services and website is restricted to parents and staff at your School, and other users that the School may deem appropriate, e.g., Board Members. Users can only view posts addressed to the entire School and to any groups or classes they or their child belongs to. Parents do not see posts for classes and private groups they do not belong to. All users are responsible for maintaining the security of their password. Notwithstanding the foregoing, your School may choose to share some ParentSquare posts and associated pictures on social websites, such as Twitter and Facebook. ParentSquare will require your School to confirm that it has prior permission before doing so. Sharing posts and pictures on social websites will make the posts and pictures viewable by users outside of ParentSquare, and ParentSquare's privacy policy will no longer apply to those posts and pictures. All such posts will be clearly marked so ParentSquare users can know that those posts are shared via social networks. Your contact information, i.e., your email, phone and address may be made available to other registered parents at your School as part of an online School Directory according to your School's discretion. This information is not shared outside of the School or with any third parties. You have the option to adjust your settings to keep all your contact information (email, phone and address) hidden from other parents at your School.

No Disclosure to Third Parties

ParentSquare uses the data received from the School for the sole purpose of delivering products and services to the School. We do not rent, trade, or sell or otherwise distribute your information to any third parties and will only disclose information when allowed by FERPA and required a) by applicable laws or government orders or b) to maintain and operate our service or c) when authorized by the School.

ParentSquare may acq**Unio imedistration encolding felloptionizing out to set Sexistation encolding felloptionizing out to set through a School-requested integration.**

school's day-to-day operations. The School or its users may post links within ParentSquare or StudentSquare to external websites for which we have no control.

How do we work with Third Party Service Providers?

We work with a number of third party service providers and contractors to maintain and operate our service.

We use third party service providers:

- For secure credit card transaction processing for supporting payments in ParentSquare.
- To provide customer support communication to our users.
- To analyze use of our website and app.
- For our blog and to facilitate social sharing on our blog.
- To send emails, texts and phone calls.
- For hosting our services and databases.
- Providing additional services to the School such as malling services, background checks for volunteers, lesson plans, newsletters and other optional features.
- To log into our service using Google, Clever, SIS or a district-managed SSO integration.

Before ParentSquare engages with a third party where we may share PII, we ensure that their privacy policy is at least as strict as ours.

ParentSquare shall not provide any PII to any person, party or organization ineligible to receive student records and/or student record data and information protected by FERPA, federal regulation, state law or regulation or so prohibited from receiving school data.

A list of the third-party services we currently use, the data that is shared, as well as links to their privacy policies, can be found here (https://www.parentsquare.com/privacy/service-providers/).

No Advertising

ParentSquare does not use student or user records or data collected for purposes of targeted advertising, and no student profile is built by ParentSquare for reasons other than furtherance of School purposes.

Corporate Restructuring
This website uses cookies to optimize your user experience.
In the case of a corporate event such as a sale of assets, a future sale, or a merger of ParentSquare with OK another organization, we may transfer your personal information. However, we will provide you with notice and an experturity to anticate of the transfer of

organization does not have a privacy policy at least as stringent as our own.

How We Protect Information

ParentSquare complies with **Family Educational Rights and Privacy Act ("FERPA")** and all other applicable confidentiality and privacy laws and rules, and requires its employees, consultants, and subcontractors to similarly comply.

Security

We take great measures in keeping your data safe and secure. ParentSquare uses secure infrastructure to ensure that student data is encrypted during transfer and at rest. Access to ParentSquare is authenticated through username/password. ParentSquare stores and protects your account information on a secured server behind a firewall. We utilize encryption/security software to safeguard the confidentiality of personal information we collect.

Data Breach Policy

If ParentSquare becomes aware of a security breach of its users' personally identifiable information, ParentSquare will notify the School as well as the affected users if asked to do so by the School or as required by applicable laws.

Definition A breach is any unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information that we maintain.

Personal Information Personal information is defined as any unencrypted information containing individuals' names or initials, contact information such as email address or phone number, state or district identification numbers and other personal identifiers. This also includes direct messages inadvertently sent to the wrong recipient.

Timeframe In the event of a data breach, the goal is to provide notice to affected Schools within 2 business days after we've been made aware of the breach.

Recipients of the Notice We will notify the School(s) to which those users belong via the administrative contact information on record. We will assist in notifying impacted users if requested to do so by the School.

Information in the Notice The security breach report shall be written in plain language, shall be titled "Notice of Data Breach" or "Data Exposure Report," and shall present the information described herein under the following headings:

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• What happened: A general description of the breach incident and why the breach happened. The OK notification shall also include the date of the breach and the notice.

- vitat vias dolle to resolve tite issue, petalis regalanty the resolution and any additional actions taken to prevent a similar breach in the future.
- What user data was affected: The estimated number of staff and student families affected by the breach, If any. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- What are the next steps for you: If there are actions required on the part of the School related to the breach, we will provide detailed instructions and assist in remediation.

ParentSquare may provide additional information as a supplement to the notice.

Information Hosted in the United States

ParentSquare and all of our data is hosted within the United States. Please note that if you use our service from a country or region with laws differing from the United States' laws governing the collection and production of data, you may be transferring your personal information outside of the jurisdiction of your region and to the United States. By using our service, you consent to the transfer, use and storage of your personal Information in accordance with our Privacy Policy and Terms of Use (https://www.parentsquare.com/terms).

Data Retention and Destruction

For more information on the ParentSquare data retention and destruction policy, please contact privacy@parentsquare.com (mailto:privacy@parentsquare.com).

Choices About Your Information

Managing Your Account

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You may review, update, and correct the information in your account by logging into ParentSquare, or in many cases, from your Student Information/Management System (SIS/SMS) portal. Your School may not allow you to update your account information directly in ParentSquare. In such an event, an alternate School contact or instructions will be provided for you to update your ParentSquare contact information or you may be able to update in the SIS/SMS portal. You are able to adjust your notification settings within ParentSquare so that you receive instant or digest notifications for app notifications, emails and texts, or you may opt out of ParentSquare communications and receive no notifications at all. If you choose not to receive notifications from ParentSquare this will not stop you from receiving emergency notifications, for example those regarding school closure, threats, etc.

Deleting Your Account website uses cookies to optimize your user experience.

If you or your child graduates from the School or leaves the School and you are no longer associated

information on ParentSquare and no other ParentSquare user will be able to access your personal information either, including your School unless for legal reasons. We will retain and use your information as necessary in order to comply with our legal obligations, resolve disputes, prevent abuse, and enforce our agreements. In case of accidental deletion, we will be able to restore the account on request if a request is made within thirty (30) days.

If you cease to agree with ParentSquare's terms of use and privacy policy at some point in the future or if you no longer desire our service, please contact the School directly to delete your account. You may also contact us at privacy@parentsquare.com (mailto:privacy@parentsquare.com). We will get in touch with your School to honor your request and respond within a reasonable time not exceeding thirty (30) days. We will retain your information for as long as your account is active or as needed to provide services to you and your School.

European Union Residents

Our computer systems are currently based in the United States, so your personal data entered at our Site or related to your use of our services (i) will not be processed in the European Economic Area (EEA) and (ii) will be processed by our service providers or us in the United States and other non-EEA countries. By using ParentSquare, you (a) agree to and accept the terms stated in this Privacy Policy and (b) expressly consent to the processing of your personal data on equipment and by service providers outside the European Economic Area. If you reside in the European Union and we do not seek your explicit consent to process your personal data, we are relying on the legitimate commercial interest of our company in providing the services to you and other customers and the need to process your personal data as previously described in order to accomplish that legitimate interest. You also have the right to withdraw consent and request that we halt processing of your personal data at any time. This withdrawal of consent does not invalidate the consent-based processing that occurred prior to withdrawal. As an EU resident, you also have the following rights under the General Data Protection Regulation:

- Right of access to personal data
- Right to rectification of personal data held where it is incorrect or incomplete
- Right of erasure of personal data ("right to be forgotten") if certain grounds are met
- Right to restrict/suspend processing of personal data
- Right to complain to a supervisory authority
- Right to object to processing (if processing is based on legitimate interests)
- Right to object to processing of personal data for direct marketing purposes
- Right to receive your personal data in a standard electronic format (data portability)

You may withdraw this consent or exercise any of the foregoing rights applicable to you by contacting the Privacy Officer at the address below or notifying us at privacy@parentsquare.com
This website uses cookies to optimize your user experience.
(mailto:privacy@parentsquare.com).

California Residents

ParentSquare complies with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes. If you are a California resident, please see here (https://www.parentsquare.com/privacy/california-privacy/) for more information.

Changes to Our Privacy Policy

We reserve the right to change, modify, add, or remove portions of this Privacy Notice. ParentSquare will notify School administrators "in writing" or via email of material changes to this privacy policy, including practices around new or additional data collection, or practices that may lessen the previously noted protections around student data privacy. We will also post a changelog here, please refer to this for additional updates.

If you have any questions or would like further clarification about ParentSquare or this Privacy Notice, please e-mail us at privacy@parentsquare.com (mailto:privacy@parentsquare.com)

Change Log

Last Updated: June 15, 2021

- External review for compliance with applicable laws & guidelines
- Improved transparency regarding how we use your personal information and with which service providers we share this information
- Added details about our data breach policy
- Addition of California privacy information
- Addition of a "Change Log" to provide additional historical information about ongoing changes to our Privacy Policy.

How to Contact Us

If you have questions or concerns pertaining to your information, your registration, your account, or unsubscribing please contact your School directly. Otherwise If you have questions about this privacy policy or ParentSquare, you may contact us at privacy@parentsquare.com.

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6144 Calle Real, #200A, Goleta, CA 93117.

Homepage (https://www.parentsquare.com/)

Video(https://www.parentsquare.com#)

Before & After(https://www.parentsquare.com#beneflts)

Trusted By(https://www.parentsquare.com#trusted-by)

Features(https://www.parentsquare.com#highlights)

Testimonials(https://www.parentsquare.com#stakeholders)

Demo (https://www.parentsquare.com/features

(https://www.parentsquare.com/features#3min-Quick

Demo overview)

(https://www.parentsquare.com/features#overview)

Feature Demos(/features#feature-demos)

Fact Sheets(https://www.parentsquare.com/features#flyers)

Pricing(/features#pricing)

Resources (https://www.parentsquare.com/resources/) (https://www.parentsquare.com/about/)

Blog(http://blog.parentsquare.com/)

Whitepapers (https://www.parentsquare.com/resources#ebook)

Weblnars(https://www.parentsquare.com/weblnars)

Case Studies(https://www.parentsquare.com/case-studies)

ParentSquare (https://www.facebook.com/groups/psusergroup)

Company

About(https://www.parentsquare.com/about)

Partners(https://resources.parentsquare.com/partners)

Press(https://www.parentsquare.com/press)

Careers(https://resources.parentsquare.com/careers)

Wall of Love(https://welove.parentsquare.com/)



(https://www.parentsquare.com)

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Contact Us (/contact-us)

schools@parentsquare.com (mailto:schools@parentsquare.com)

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