

STUDENT DATA PRIVACY CONTRACT

In compliance with Conn. Gen. Stat. §§ 10-234aa et seq. and Public Act 16-189

ADDENDUM to the AGREEMENT

between

Berlin Public School District

and

Lexia Learning Systems LLC

This Agreement ("Agreement") is entered into on this July 20, 2018, between the Berlin Public School District (the "District") and Lexia Learning Systems LLC ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the 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.

Purpose of Addendum

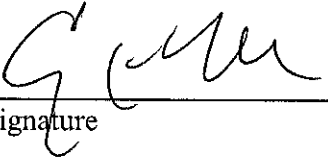
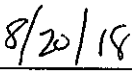

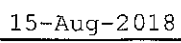
The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Contractor in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

	Medical Consultation
	Special Education consultation or audit
	Academic program consultation or audit (non-special education)
	Behavior intervention/Positive behavior intervention supports consultation
X	Information technology consultation or audit
X	Student data storage, maintenance, collection and/or analysis
X	Other: Lexia SaaS-based literacy and assessment subscription service

General Provisions

1. All 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, the Contractor.
2. The District shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such 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 the Contractor. The District may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data

- following a disaster recovery.
3. The Contractor shall not use student data for any purposes other than those authorized.
 4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data.
 5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
 6. The Contractor will notify the District, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data.
 7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and District, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
 8. The Contractor and District 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 the Contractor and the District.
 10. 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 Connecticut Commission for Educational Technology Version 1.0 provisions or applications of the contract which can be given effect without the invalid provision or application.
 11. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
 12. 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.

		<i>Lexia Learning Systems LLC</i>		
Signature	Date	Signature	Date	
		Peter Koso, Vice President		