

## ADDENDUM TO AGREEMENT

*Lebanon Board of Education* (the "Customer") and *Frontline Technologies Group d/b/a Frontline Education (as successor to Centris Group LLC)* ("Frontline") (collectively, the "Parties") hereby agree to this Addendum ("Addendum") to a certain Managed Services Agreement ("Original Agreement") between the parties dated on or about August 28, 2012. This Addendum shall be binding and deemed effective when executed by the Parties set out above.

WHEREAS, the Parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of Student Information, (as defined herein), which Student Data may be provided to Frontline in connection with Frontline's provision of the Software as described in the Original Agreement.

WHEREAS, Frontline and Customer desire to amend the Original Agreement as set forth below; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, agreements and obligations set forth in the Original Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frontline and Customer hereby agree to amend as set forth below.

### 1. Student Information and Student Records.

1.1. Definitions. "Student" means a person who is a resident of the state of Connecticut and is (i) enrolled in a public preschool system under the responsibility of Customer; (ii) enrolled in grades kindergarten through twelve, inclusive, in a public school under the responsibility of Customer; (iii) receiving special education or related services under an individualized education program under the responsibility of Customer; or (iv) otherwise the responsibility of Customer. "Student Information" means personally identifiable information or materials of a Student in any media or format that is not publicly available, is provided to Frontline through the use of or in connection with the Software and Services and is (i) created or provided by a Student or the parent or legal guardian of a Student; (ii) created or provided by an employee or agent of the Customer; or (iii) gathered by Frontline through the operation of the Software or Services. Student Information includes, but is not limited to, personally identifiable information in a Student Record, a Student's electronic mail address, Student first or last name, Student home address, Student telephone number, Student date of birth, discipline records, test results, grades, evaluations, criminal records, medical or health records, Social Security number, student identification number, biometric information, disabilities information, email or text messages, religious or political affiliation, search activity, photograph, voice recording, survey responses or behavioral assessments. "Student Record" means any information directly related to a Student that is maintained by the Customer and provided by the Student through the use of software assigned to the Student by a teacher or other Customer employee or agent. Student Record does not include De-Identified Student Information. "De-Identified Student Information" means any Student Information that has been altered to prevent the identification of an individual Student. "Student-Generated Content" means any Student materials created by the Student including, but not limited

to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except that it does not include responses to standardized assessments. “Targeted Advertising” means presenting an advertisement to a Student where the selection of the advertisement is based on Student Information, Student Records, or Student-Generated Content or inferred over time from the use of the Software or Services by the Student or the retention of the Student’s online activities and requests over time for the purposes of targeting subsequent advertisements. Targeted Advertising does not include any advertising to a Student on an Internet website that such Student is accessing at the time or in response to a Student’s response or request for information or feedback.

1.2. Ownership of Student Information and Records. Frontline does not own or control any Customer Student Information, Student Records, or Student-Generated Content. Student-Generated Content is owned by the Student or the Student’s parent or guardian.

1.3. Review of Personally Identifiable Information. A Student or a Student’s parent or guardian wishing to view or seeking to correct erroneous Student Information, Student Records, or Student-Generated Content may contact your Frontline account manager stating what information or records the Student or parent wishes to view or seeks to correct. If correction is sought, the email must state the basis for the correction. Frontline will respond to such requests in a reasonable manner.

1.4. Creation and Retention of Student Information or Records. Except as expressly provided for in this Agreement, Frontline shall not be obligated to create or retain any Student Information, Student Records, or Student-Generated Content.

1.5. Data Security. Frontline shall act in a commercially reasonable manner to protect the security and confidentiality of Student Information, Student Records, and Student-Generated Content. Frontline 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 disclosures. Such procedures and practices shall be consistent with the requirements of Connecticut law, as amended from time to time, and otherwise meet industry standards.

1.6. Use of Student Information and Records. Frontline shall not use Student Information, Student Records, or Student-Generated Content for any purpose other than those authorized by this Agreement. Frontline shall not use personally identifiable information contained in Student Information, Student Records, or Student-Generated Content for Targeted Advertising. Nothing in this Section 1.6 prevents Frontline from using De-Identified Student Information for any lawful purpose.

1.7. Customer Request for Deletion of Student Information or Records. Customer may contact your Frontline account manager to request that Frontline delete Student Information, Student Records, or Student-Generated Content at any time. Frontline will act on such request in reasonable amount of time.

1.8. Destruction or Return of Student Information and Records. Upon the termination or expiration of this Agreement, Frontline shall take commercially reasonable steps to destroy or return all Customer Student Information, Student Records, and Student-Generated Content; provided, however, that Frontline is not required to return or destroy any Student Information, Student Records, or Student-Generated Content so long as the Student or the Student’s parent or guardian establishes or maintains an account with Frontline for the purpose of storing Student-

Generated Content. If Frontline destroys such Student Information, Student Records, or Student-Generated Content, it shall provide a written certification to Customer to that effect. Customer acknowledges that, despite Frontline's commercially reasonable efforts to destroy or return information, some information may remain in archived files.

1.9 Breach.

- A. Upon the discovery by Frontline of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Frontline shall provide initial notice to the Customer as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Customer by electronic mail to \_\_\_\_\_ and shall include the following information, to the extent known at the time of notification:
1. Date and time of the breach;
  2. Names of student(s) whose student data was released, disclosed or acquired;
  3. The nature and extent of the breach;
  4. Frontline's proposed plan to investigate and remediate the breach.
- B. Upon discovery by Frontline of a breach, Frontline shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Customer with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- C. Frontline agrees to cooperate with the Customer with respect to investigation of the breach.

1.10 FERPA. Frontline shall comply with the requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended from time to time ("FERPA"). Customer agrees that Frontline is a "school official" with a "legitimate educational interest", as provided in 34 C.F.R. § 99.31(a)(1)(i)(B), in all Student Information, Student Records, or Student-Generated Content received through or in connection with the Software or Services or otherwise received under this Agreement.

1.11 Governing Law. This Addendum shall be governed by the laws of the state of Connecticut.

1.12 Miscellaneous. If any provision of this Addendum or the application of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions

or applications of this Addendum which can be given effect without the invalid provision or application.


To the extent of any inconsistency between this Addendum and the Original Agreement, this Addendum shall control. Any term not defined shall have the same meaning ascribed to it in the Original Agreement.

Except as modified by this Addendum, all of the remaining provisions of the Original Agreement are ratified and approved and shall continue in full force and effect.

Frontline 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.


**This Addendum is effective upon execution by both parties and shall continue until such time as the Original Agreement is in full force and effect.**

*Lebanon Board of Education*

  
\_\_\_\_\_  
Print Name: Robert J. Angeli  
Title: Superintendent

6-6-19  
Date

*Frontline Technologies Group LLC D/B/A Frontline Education*

  
\_\_\_\_\_  
Print Name: Scott Crouch  
Title: Vice President

6/6/19  
Date