

Connecticut Terms of Service Addendum

In accordance with the guidance on the CT Department of Administrative Services webpage (<https://portal.ct.gov/DAS/CTEdTech/Commission-for-Educational-Technology/Initiatives/Student-Data-Privacy#contractors>), this addendum is a copy of the Connecticut Commission for Educational Technology Version 1.0 Model TOS Agreement Addendum, with variable components of the model agreement filled in and italicized below.

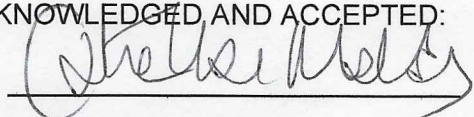
This Addendum supplements Amplify's Terms and Conditions for use of Amplify products licensed by the district available at <https://amplify.com/customer-terms> (the "Agreement").

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.

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 Board 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 Board 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. The Board may request the deletion of student data by *sending a written request to the Contractor at privacy@amplify.com.*
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to the *Agreement*.
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. He or she may do so by *contacting the Board directly to discuss the correction of any such erroneous information. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within a reasonable time of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.*

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10- 234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: *Amplify will notify the Board after Amplify determines that Board's student data were released, disclosed, or acquired without authorization, (a "Security Incident"), without unreasonable delay, but not more than thirty (30) days after such determination, subject to applicable law and authorization of law enforcement personnel, if applicable. To the extent known, Amplify will identify in such a notification the following: (i) the nature of the Security Incident, (ii) the steps Amplify has executed to investigate the Security Incident, (iii) the type(s) of personally identifiable information that was subject to the unauthorized disclosure, release, or acquisition, (iv) the cause of the Security Incident, if known, (v) the actions Amplify has done or will do to remediate any deleterious effect of the Security Incident, and (vi) the corrective action Amplify has taken or will take to prevent a future Security Incident.*
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, 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 Board 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 Board.
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 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.

ACKNOWLEDGED AND ACCEPTED:

BY: 

CATHERINE MACKAY

PRESIDENT & COO, AMPLIFY EDUCATION INC.

Name: Catherine MacKay

Title: President and Chief Operating Officer