

Terms of Service Addendum Student Data Privacy

This Agreement ("Agreement") is entered into on this 11th day of September 2019, between the Plymouth Board of Education (the "Board") and Edgenuity Inc. ("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.

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. Such a request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested student data within two (2) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this addendum.
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. 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 two (2) business days 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, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.
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:

- A. Upon the discovery by the Contractor 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, the Contractor shall provide initial notice to the Board 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 Board by electronic mail to Richard Trudeau, Director of Technology, richt@plymouth.k12.ct.us 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. The Contractor's proposed plan to investigate and remediate the breach.

 - B. Upon discovery by the Contractor of a breach, the Contractor 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 Board 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. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.
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.

Authorized Board Representative:

Richard Trudeau

9/11/18
Date

Richard Trudeau
Name

Director of Technology
Title

Authorized Contractor Representative:

DocuSigned by:
David Alderslade
2F1B3E68DB4E45E

9/10/2018

Date

David Alderslade, VP, Finance & Administration
Name, Title



Price Quote for Services

Plymouth Public Schools

Terryville CT

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
480-423-0118

Date 5/13/2016
Quote # 22314
Vendor #

Payment Schedule	Pricing Expires	Contract Start	Contract End
Billing request - see below	9/30/2018	9/1/2018	8/31/2019

Header	Quantity	Description	Per Unit	Amount
Concurrent User Licen...	12	Digital Libraries 6-12 Comprehensive All (except Sophia) Content Concurrent User	600.00	7,200.00
Total				\$7,200.00

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Customer

Signature

Jennifer M. Parsons

Print Name

Director of Curriculum Instruction

Title

7/18/18

Edgenuity Inc. Representative

Greg Moore, M. Ed

Account Executive

774.238.0945

greg.moore@edgenuity.com

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.



Price Quote for Services
Plymouth Public Schools
Quote Number 22314
Total \$7,200.00
Date 7/27/2018

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Plymouth PS - CT - renewal quote 2018

Payment Schedule	Contract Start	Contract End
Net 30 days	9/1/2018	8/31/2019

Site	Description	Comment	End Date	Qty	Cost
	Digital Libraries 6-12 Comprehensive All Content Concurrent User (MS and HS content for math, ELA, science, social studies, electives, CTE, AP, world languages, Virtual Tutors, excludes Sophia and eDynamic Learning)		08/31/2019	12	\$7,200.00

1. Terryville High School

Subtotal	\$7,200.00
Total	\$7,200.00

Plymouth Public Schools

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Edgenuity Inc. Representative

Greg Moore, M. Ed
 Account Executive
 774.238.0945
 greg.moore@edgenuity.com

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available [via this PDF document](#) and may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent. If this Quote includes any Sophia™ Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.