

Learning Without Tears™

Learning Without Tears Agreement Addendum (Connecticut)

Pursuant to Connecticut Public Act No. 16-189:

All terms in the section are defined in accordance with Connecticut Public Act No. 16-189.

1. Student information, student records and student-generated content, as defined in Connecticut Public Act 16-189 are not our property and not under our control;
2. At any time during or upon completion of the term of the Agreement, and upon written request, we will destroy any student information, student records and student-generated content in our possession;
3. We will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the Agreement;
4. Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, they may do so by notifying our Customer Care department;
5. We implement reasonable and appropriate physical, administrative, and technical safeguards to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure. This includes utilizing industry standard server and network hardware and software, use of encryption, anti-virus and anti-malware software, as well as limiting access to the data to only authorized employees and school or district officials;
6. In the event of an unauthorized release, disclosure, or acquisition of student information, student records or student-generated content, as required by law and in accordance with the provisions of section 4 of CT Public Act 16-189, we will notify a representative designated by the local or regional board of education as soon as practicable, but no later than the time period set forth in Connecticut Public Act 16-189 after we become aware of it;

7. At any time during or upon completion of the term of the Agreement, and upon written request by the school or district, student information, student records or student-generated content shall be destroyed unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with us for the purpose of storing student-generated content, in the event that we maintain such accounts;
8. Under the terms of this Agreement, we agree to act as a "School Official" as defined by the Family Education Rights and Privacy Act ("FERPA"), as amended from time to time, meaning that we:
 - a. Perform an institutional service or function for which the school or district would otherwise use its own employees;
 - b. Have been determined to meet the criteria set forth in the school's or district's annual notification of FERPA rights for being a School Official with a legitimate educational interests in education records;
 - c. Are under the direct control of the school or district with regard to the use and maintenance of education records;
 - d. Use education records only for authorized purposes and will not disclose information obtained from education records to other parties unless we have specific authorization from the school or district to do so and it is otherwise permitted by FERPA;
9. The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this Addendum; and
10. If any provision of the Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application.

No Tears Learning, Inc dba
Learning Without Tears

East Windsor Public Schools

By: KEP

By: Tyrone Osoimalo

Kirstin E. Parsons, CEO

Tyrone J. Osoimalo, Information
Technology Director

Date: 11/16/2017

Date: