

Addendum #1

The parties to the Snap & Read Universal, Co:Writer Universal Privacy Policy and Terms of Services ("Agreements"), between Don Johnston Incorporated (DJI) and Old Saybrook Public Schools, do hereby add to and amend said Agreement as follows:

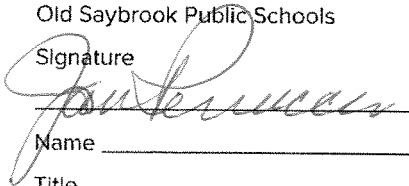
1. All student data provided or accessed pursuant to the contract is not the property of, or under the control of DJI.
2. The Board has access to and the ability to delete any student data in the possession of the contractor. The parties must establish a means by which the Board may request the deletion of student data. Data can be deleted by using Privacy Mode which will delete data. Appendix 1 Procedure for Review of Records by Parent or Guardian.
3. DJI shall not use student data for any purposes other than those authorized pursuant to the contract.
4. Procedures by which 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 is available as described in Appendix 1 Procedure for Review of Records by Parent or Guardian.
5. DJI shall take actions designed to ensure the security and confidentiality of student data as specified in Appendix 4 Security Process and Breach Procedures.
6. Appendix 4 contains Security Process and Breach Procedures to notify the local or regional board of education, 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 by, or available to, the contractor upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content. Appendix 2 Data Transfer and Data Destruction Policy and Appendix 3 Request for Transfer of Student Generated Content
8. DJI and the 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. 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.

In the event of conflicting provisions between this agreement and the DJI terms and conditions and privacy policy, the DJI terms of service and privacy policy shall control and resolve the conflict. Should a federal, state, county or municipal law or ordinance ("ordinance") require this agreement to include statements, descriptions or other language, the absence of which will render this agreement invalid, void or unenforceable, DJI will have an opportunity to cure the deficiency should this agreement be challenged on the grounds of omission or non-compliance with ordinance. Once this omission and/or violation is brought to DJI's attention by a governmental entity, third party, court, counsel or others with the intent or effect that this agreement be invalidated or deemed void, DJI will be given time and opportunity to adopt minimally sufficient required statements, descriptions or other language to maintain the agreement as valid and enforceable. You further agree that upon execution of this agreement any statements, descriptions or other language required by ordinance absent can be retroactively applied with an effective date the same as the original executed agreement at DJI's discretion or beginning when the statements, descriptions or other language is inserted. DJI will not create statements, descriptions or other language unless required to by ordinance and will likely choose wording that complies with obligations imposed on it with minimal sufficiency. You agree not to challenge any statement, description or additional language incorporated into this agreement or DJI policy that is imposed by ordinance, the continued omission of which can void or invalidate this agreement. You further agree not to challenge the retroactive, present or future effect of the ordinance required statements, descriptions or other language.

Accepted By:

Old Saybrook Public Schools

Signature



Name _____

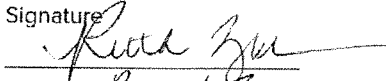
Title _____

Date _____

Accepted By:

Don Johnston Incorporated

Signature



Name _____

Title _____

Date _____

RUTH ZIOLKOWSKI

PRESIDENT

5/4/18