

Connecticut Addendum to Use Agreement
Acadience™ Data Management
<https://acadiencelarning.net/>



Directions:

1. Complete the Acadience™ Data Management Use Agreement according to the directions specified within that document.
 2. Print this agreement and have the Customer's Authorized Representative sign page 2 after reading and agreeing to the terms.
 3. Fax both pages of this addendum to **866-211-1450**, or e-mail to info@acadiencelarning.org

Or send to:
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401
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RECITALS:

- A. DMG and Customer are entering into that certain Acadience™ Data Management Use Agreement ("Use Agreement"), which is governed by Conn. Gen. Stat. §10-234aa *et seq.* ("Connecticut Student Privacy Laws").
- B. DMG and Customer wish to amend and supplement the Use Agreement as more particularly set forth below in this Connecticut Addendum to Use Agreement ("Addendum").
- C. The Use Agreement, as amended and supplemented by this Addendum, is referred to below as the "Agreement."

ADDENDUM:

1. Capitalized terms used, but not otherwise defined, in this Addendum will have the meaning assigned to them in the Use Agreement.
2. DMG and Customer will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g), or "FERPA," as follows:
 - a. Customer has determined that DMG is a "school official" with a "legitimate educational interest" in Customer Data, as those quoted terms are described in FERPA and its accompanying regulations. In particular, Customer has determined (i) that DMG is providing a service to Customer for which Customer would otherwise use employees; (ii) that DMG is under Customer's direct control with respect to its use and maintenance of Customer Data; and (iii) that DMG is subject to the requirements of 34 CFR §99.33(a) regarding its use and re-disclosure of Customer Data containing PII.
 - b. As provided in the Use Agreement, DMG will not re-disclose Customer Data containing PII if doing so would violate 34 CFR 99.33(a).
3. The first sentence of Section 8 of the Use Agreement is deleted and replaced with the following: "Without unreasonable delay, but not more than thirty (30) days after discovering an unauthorized release, disclosure, or acquisition of Customer Data ("Security Breach"), DMG will notify Customer in writing that a Security Breach has occurred."
4. If a court of competent jurisdiction: (a) determines that the Agreement fails to include a provision that was required by the Connecticut Student Privacy Laws to be included in the Agreement, then the Agreement will be construed as if that provision had been included, such that the Agreement complies in all respects with the

applicable Connecticut Student Privacy Laws; or (b) determines that the Agreement includes a provision that is invalid or unenforceable under the Connecticut Student Privacy Laws, then such provision will be deemed replaced by a valid and enforceable provision that comes as close as possible to expressing the intention of the invalid or unenforceable provision, such that the Agreement complies in all respects with the applicable Connecticut Student Privacy Laws. However, nothing in this Section 4 will be construed to impose on DMG any obligation to comply with the Connecticut Student Privacy Laws that would otherwise be the obligation of Customer.

5. The laws of the state of Connecticut will govern the rights and duties of Customer and DMG.

ACCEPTED and AGREED to by DMG effective as of **October 31, 2018**, by:

/s/ Roland Good

Roland H. Good III, Ph.D., President
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401

phone: 541-431-6931
fax: 866-211-1450
e-mail: info@acadiencelearning.org

AGREED to by the undersigned Customer on _____, 20____.
(Month and Day) (Year)

CUSTOMER:

(Print name of Customer School District, Private School, or Multi-School Agency)

(Signature of Customer's Authorized Representative)

(Print Name of Representative) (Title of Representative)

If you have questions, please e-mail us at info@acadiencelearning.org.

Agreement Version: 2018-10-31ct