

AMENDMENT TO THE AGREEMENT

Between

ConnectEd: The California Center for College and Career and

San Carlos School District

This Amendment to the Agreement (“Amendment”) is entered into by and between ConnectEd: The California Center for College and Career (“ConnectEd”), a California non-profit corporation, and San Carlos School District (the “District”), a school district in California hereinafter referred to collectively as “the Parties,” in regards to the following:

ConnectEd provides an on-line platform allowing teachers, students, and others to create school-related assignments and submit and store school work on-line. The District and ConnectEd have entered into an Agreement (“Agreement”), dated October 2, 2015, by which ConnectEd will provide services to the District, hereinafter referred to as “services.” That agreement is incorporated herein by reference as if fully set forth here.

As a part of the services, ConnectEd will have access to documents and other materials (“records”) that may be defined as “pupil records” pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA;” 20 U.S.C. §1232g, 34 CFR part 99) and the California Education Code provisions governing the privacy of pupil records (sections 49060 *et seq.*) (“applicable laws”). The applicable laws give parents/guardians certain rights with respect to their child(ren)’s educational records. These rights transfer to the student when they reach the age of 18 or attend a school beyond the high school level.

By this Amendment, the parties wish to provide for ConnectEd’s access, storage, and use of said records in full compliance with the terms of the Agreement, District policies, and state and federal laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, ConnectEd and The District hereby agree as follows:

1. Conditions of Approval. Anonymity of the District division, individual schools, and all individual persons participating in this project will be preserved in utilizing the student documents. Any disclosure of the name of the division, school, or participants requires, at a minimum, written approval from the Superintendent or their designee. This approval allows ConnectEd to conduct the document scoring as described in the EdLeader pilot. Specifically, the schools participating in the pilot may upload de-identified student work for the purpose of inter-rater reliability research. In addition, unless required by law, teacher names will not be released. Finally, unless required by law, no student work may be released without the permission of the District.

2. Confidentiality Obligations Applicable to Certain District Student Records. ConnectEd hereby covenants and agrees that it shall maintain, in strict confidence and trust, all District student records, including pupil records as defined by applicable laws, containing either (1) non-directory information of any kind, whether provided by or created for the District pursuant to this contract, or (2) directory information as to which the eligible student or their family has opted out of disclosure (collectively, "District Confidential Student Records").

ConnectEd shall cause each officer, director, employee and other representative who shall have access to District Confidential Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all District Confidential Student Records. ConnectEd shall take all reasonable steps to ensure that no District Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of ConnectEd performing functions for the District under the Agreement and have agreed to be bound by the terms of this Agreement or a Confidentiality Agreement (as defined below) executed pursuant hereto; (ii) are authorized representatives of the District, or (iii) are entitled to such District Confidential Student Records from ConnectEd pursuant to federal and/or California law. ConnectEd shall use District Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by ConnectEd of its obligations pursuant to the Agreement.

ConnectEd shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that ConnectEd and its Authorized Representatives maintain District Confidential Student Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and California law; (iii) maintain at all times a list of Authorized Representatives with access to the District Confidential Student Records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially the form set forth on Exhibit A hereto (the "Confidentiality Agreement") prior to their performance of any services contemplated by the Agreement and shall deliver any and all such Confidentiality Agreements to the School Board upon request.

3. Other Security Requirements. ConnectEd shall maintain all technologies, policies, procedures, and practices necessary to secure and protect the confidentiality and integrity of the District Confidential Student Records, including procedures to (i) restrict access to such records as described in the "Confidentiality" provision of this Agreement; (ii) establish user IDs and passwords as necessary to protect such records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (vi) minimize system downtime; (vii) notify the District of planned system changes that may impact the security of District Confidential Student Records; (viii) return or destroy the District Confidential Student Records that exceed specified retention schedules; (ix) permit periodic security audits by the District or designated third party using applicable regulations and industry best practice

standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; and (ix) in the event of system failure, enable immediate recovery of the District records to the previous business day.

In the event of a security breach, ConnectEd shall (i) immediately take action to close the breach; (ii) notify the District within 24 hours of ConnectEd's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the District Confidential Student Records compromised by the breach; (iii) return compromised District Confidential Student Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with District efforts to communicate to affected parties by providing the District with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with the District to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with the District by providing information, records, and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide the District with notice within 24 hours of notice or service on ConnectEd, whichever occurs first, of any lawsuits resulting from, or government investigations of, ConnectEd's handling of the District records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. ConnectEd shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. ConnectEd's compliance with the standards of this provision is subject to verification by District personnel or its agent at any time during the term of the Agreement.

4. Applicability of Confidentiality and Security Provisions to Non-Confidential Records. To the extent that the District provides non-confidential information to ConnectEd under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified student information, and the District records not pertaining to students, the Confidentiality and Security paragraphs shall not apply, *provided that* the notice obligation under subsection (viii) of paragraph 3 shall apply to lawsuits and investigations involving the District records of any kind.

5. Disposition of District Confidential Student Records Upon Termination of Agreement. Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, ConnectEd covenants and agrees that it promptly shall deliver to the District, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the District, all the District Confidential Student Records. ConnectEd hereby acknowledges and agrees that, solely for purposes of receiving access to the District Confidential Student Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), ConnectEd and its Authorized Representatives shall be deemed to be school officials of the District, and shall maintain the District's Confidential Student Records in

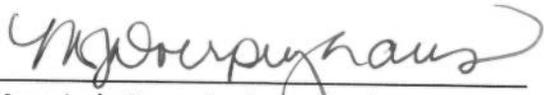
accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of ConnectEd and its Authorized Representatives regarding the information contained in the District Confidential Student Records shall survive termination of the Agreement. ConnectEd hereby certifies that Student Confidential Records shall not be available to it or its authorized representatives upon completion of the term of the Agreement, such certification to be enforced by District audit.

6. Special Terms – California Education Code 49073.1

- a) All District Confidential Student records shall continue to be the property of and under the control of District.
- b) Pupils may retain possession and control of any their own pupil-generated content by submitting a written request to the District. The District will provide a written request to ConnectEd who shall return the pupil-generated content in a form acceptable to District within a reasonable period of time.
- c) A parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in District Confidential Student records and correct erroneous information by submitting a written request District. District will meet with the parent, legal guardian, or pupil to review and correct any information in the pupil's records. District will notify ConnectEd of the need to review pupil records and/or make corrections to any pupil records in writing. ConnectEd will cooperate with District to review and/or correct pupil records within a reasonable period of time.
- d) ConnectEd shall not, and shall require any authorized representatives to covenant not to, use personally identifiable District Confidential Student records to engage in targeted advertising.

WITNESS:

On Behalf of San Carlos School District:



Mary Jude Doerpinghaus, Assistant Superintendent
of Educational Services

Date: 10/5/15

On Behalf of ConnectEd: The California Center for College and Career:

Brad Stam, Vice President

Date: _____

EXHIBIT A

Covenant of Confidentiality

In connection with the performance by ConnectEd: The California Center for College and Career (“ConnectEd”) of its obligations under that certain agreement with San Carlos School District dated 2nd day of September, 2015, the undersigned authorized representative of ConnectEd (the “Authorized Representative”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that San Carlos School District is relying upon the statements set forth herein.

The Authorized Representative hereby covenants and agrees that they: (i) shall maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to the operations, students, families, and employees of San Carlos School District (collectively, the “District Confidential Student Records”); (ii) shall not disclose any District Confidential Student Records to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, unless the person or entity is an Authorized Representative of the District or is otherwise entitled to access such District Confidential Student Records pursuant to federal and/or California law; (iii) shall use the District Confidential Student Records solely for purposes related to and in furtherance of the performance by ConnectEd of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly shall deliver all District Confidential Student Records to San Carlos School District; (v) upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, shall not retain District Confidential Student Records; (vi) shall continue to maintain as confidential all information obtained from District Confidential Student Records after the expiration or termination of the Agreement; (vii) shall not use personally identifiable District Confidential Student records to engage in targeted advertising; (viii) shall cooperate in providing a parent, legal guardian, or eligible pupil the opportunity to review personally identifiable information in the pupil’s records and the ability to correct erroneous information; (ix) shall cooperate in providing pupils the opportunity to retain possession and control of their own pupil-generated content; (x) shall provide prompt notice to ConnectEd of any unauthorized disclosure of a pupil’s records; (xi) shall designate and train responsible individuals to ensure the security and confidentiality of District Confidential Student Records.

IN WITNESS WHEREOF, the Authorized Representative has executed this Covenant of Confidentiality as of this 2nd day of October, 2015.

[Signature]

[Address]

[Phone]