## TERMS OF SERVICE ADDENDUM
### Between Regional School District #10 and OverDrive/Sora https://meet.soraapp.com/

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 defined by Connecticut General Statute §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 by contacting **privacy@overdrive.com**
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to the privacy terms noted at https://company.cdn.overdrive.com/policies/privacy-policy-for-children.htm
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. He or she may do so by contacting the school principal.
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 Connecticut General Statute § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps noted at https://company.cdn.overdrive.com/policies/privacy-policy-for-children.htm 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.
7. 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.
8. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
9. 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.
10. 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.

11. 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.

## TERMS OF SERVICE ADDENDUM
### OverDrive/Sora https://meet.soraapp.com/
### Signatory Page

_____
Superintendent or designee
Regional School District #10
24 Lyon Road
Burlington, CT 06013

_7/30/20_____
Date

_____
Authorized Signature

_Erica Lazzaro_____
Print Name

_OverDrive, Inc._____
Company Name

_One OverDrive Way, Cleveland, OH 44125_
Company Address

_7/22/20_____
Date