

Addendum to Master Services Agreement



This Addendum is attached to and forms part of the Master Services Agreement (“Agreement”) between Frontline Technologies Group LLC D/B/A Frontline Education (formerly known as Excent Corporation) (“Frontline”) and Rio Blanco BOCES (“Client”) as of the date hereof (the “Effective Date”). To the extent that any of the terms or conditions in this Addendum may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this Addendum shall take precedence and supersede the Agreement.

1. It is the intent of both Client and Frontline that this Addendum satisfy the requirements of the Student Data Transparency and Security Act (Colo. Rev. Stat. § 22-16-101 *et seq.*).
2. Frontline shall, in a format that is reasonably accessible through a website, disclose: (a) the data elements of student personally identifiable information that it collects from Client; (b) the learning purpose for which that student personally identifiable information is collected; and (c) how Frontline uses and/or shares that student personally identifiable information. Frontline shall update the disclosed information as reasonably necessary to maintain material accuracy.
3. Frontline shall reasonably facilitate Client’s ability to access and correct factually inaccurate student personally identifiable information in the possession of Frontline. It shall be the responsibility of Clients to provide access to such student personally identifiable information to a student or a minor student’s parent under the requirements of Colo. Rev. Stat. § 22-16-112; provided, however, that Frontline shall reasonably cooperate with Client requests to facilitate such access.
4. Frontline shall notify Client as soon as reasonably practicable if it knows that student personally identifiable information held by Frontline has been misused or released without necessary authorization. Frontline shall provide such notice even if the misuse or unauthorized release was due to the actions of a subcontractor and regardless of whether the misuse or unauthorized release results in a material breach of this Addendum, the Agreement or any applicable law.
5. Frontline shall only collect, use, and share student personally identifiable information for the purposes authorized in the Agreement or in any other agreement between Frontline and Client or with the consent of the student or parent of a minor student whose information is at issue. Client agrees to reasonably assist Frontline with obtaining any necessary consent as appropriate. For the purposes of this Addendum, the term “minor student” means a student under the age of eighteen (18) who is not emancipated.
6. Frontline shall not:
 - a. Sell student personally identifiable information (except that this prohibition does not apply to the sale, merger, or other acquisition of Frontline by another entity so long as the successor entity continues to be subject to this Addendum with respect to Client’s student personally identifiable information);
 - b. Use or share student personally identifiable information for purposes of targeted advertising to Client students;
 - c. Use student personally identifiable information to create a personal profile of a student other than for supporting the Agreement or any other agreement between Frontline and Client, except with the consent of the student or parent of a minor student.

7. Notwithstanding any provision of this Addendum to the contrary, Frontline may use or disclose student personally identifiable information without the prior consent of Client or a student or a minor student's parent if such use or disclosure is reasonably necessary to (a) ensure legal or regulatory compliance or to take precautions against liability; (b) respond to or participate in the judicial process; or (c) respond to or investigate a matter reasonably related to the health or safety of any individual; provided, however, if Frontline uses or discloses student personally identifiable information under this Section 7, it shall notify Client as soon as reasonably possible after the use or disclosure of the information.
8. Frontline shall require any subcontractor to which Frontline discloses Client student personally identifiable information to comply with the relevant provisions of Colo. Rev. Stat. §§ 22-16-108 through 22-16-111.
9. Frontline shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personally identifiable information. Frontline's information security program shall make use of appropriate administrative, technical, and physical safeguards commensurate with the sensitivity of the information and aligned with customary industry practice.
10. During the Term of the Agreement, at the request of Client, Frontline shall, as soon as reasonably practicable, destroy any student personally identifiable information collected, generated, or inferred through the Agreement unless (a) Frontline obtains the consent of the student or parent of a minor student to retain the relevant student personally identifiable information or (b) the relevant student has transferred to another public education entity that has an agreement with Frontline.
11. Within ninety (90) days following the termination or expiration of the Agreement, Frontline shall take commercially reasonable steps to destroy all student personally identifiable information collected, generated, or inferred as a result of this Agreement. Frontline shall notify Client of the date upon which the destruction of all relevant student personally identifiable information was completed (to the extent such destruction is commercially reasonable).
12. Notwithstanding any provision of this Addendum to the contrary, neither this Addendum nor the Agreement prohibits Frontline from using student personally identifiable information to:
 - a. Use adaptive learning or design personalized or customized education;
 - b. Maintain, develop, support, improve, or diagnose a Frontline website, service, online application, mobile application, or similar service;
 - c. Provide recommendations for school, educational, or employment services so long as the response is not determined in whole or in part by payment or other consideration from a third party;
 - d. Respond to a student's request for information or feedback so long as the information or response is not determined in whole or in part by payment or other consideration from a third party;
 - e. Identify for the student (with the written consent of the student or parent of a minor student) institutions of higher education or scholarship opportunities that are seeking students who meet specific criteria (regardless of whether the institution of higher education or scholarship provider provides consideration to Frontline); or
 - f. Produce and distribute student class photos or yearbooks (whether for free or for consideration) to the Client, student(s), or parent(s) or to other individuals or entities authorized by Client or parent(s).

13. Client may terminate the Agreement if Frontline commits a material breach of this Addendum or the Agreement that involves the misuse or unauthorized release of student personally identifiable information. Client may also terminate the Agreement if a subcontractor of Frontline misuses or releases student personally identifiable information in a way that would constitute a material breach of this Addendum or the Agreement if the misuse or release was committed by Frontline; provided, however, that Client shall not terminate the Agreement if Frontline terminates its agreement with the subcontractor at issue as soon as reasonably practicable upon knowledge of the subcontractor's misuse or unauthorized release of student personally identifiable information.

14. For purposes of this Addendum, the term "student personally identifiable information" shall have the meaning as set forth in Colo. Rev. Stat. § 22-16-103(13).

Frontline Technologies Group LLC dba Frontline Education	Rio Blanco BOCES
Signature: <u></u>	Signature: <u></u>
Name: <u>MAT BACHMAN</u>	Name: <u>Teresa Bandel-Schott</u>
Title: <u>DIRECTOR, FINANCE</u>	Title: <u>Executive Director</u>
Date: <u>8.7.2017</u>	Date: <u>Aug 1, 2017</u>