

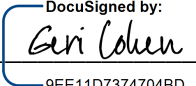
Addendum to Agreements Reaffirming Prior Data Security Rider

Any and all current and future agreements between the NWEA, hereafter Vendor, and Board of Education of Trigg County, Kentucky, hereafter Board, are amended by this Addendum and by the Data Security Rider signed by the Vendor on August 18, 2017 and also signed by the School District on August 21, 2017 provided however that the Data Security Rider is amended as follows: Inclusion of a term or provision prohibited by said Data Security Rider shall invalidate and make void the specific prohibited term or provision, but shall not invalidate the entire agreement. Except for any student/parental consents required by law, any provision requiring the Board to obtain waivers or consents from parents or students, unless reasonable and specific requests are made by the Vendor, shall be invalid and unenforceable. The Vendor does not know of any unusual provisions regarding the handling of data by the vendor which would give rise to a special need for a waiver or for consent.

The parties agree that the terms of this Addendum shall apply to all current and future contracts between the parties. To the extent that the terms of this Agreement and other such contracts conflict, the terms of this Agreement shall control. Notwithstanding the foregoing, the parties agree that the terms of this Agreement may be amended, modified, or canceled in a signed writing of the parties.

Kentucky law may require that claims be brought through the Kentucky Claims Commission and the Board does not waive this requirement. The Board does not waive sovereign immunity or any other limitations on claims or damages against the Board. Further the Vendor shall comply with all applicable Kentucky and Federal law including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) (FERPA), the Protection of Pupil Rights Amendment, (20 U.S.C. 1232h) (PPRA), the data protection provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 *et seq*) (NSLA), the Child Nutrition Act of 1966 (42 U.S.C. 1751 *et seq*)(CNA), KRS 61.931 *et seq*, KRS 365.720 through KRS 365.734 and the applicable regulations for these statutes. Vendor will sign such documents to certify compliance as is required by the Kentucky Department of Education.

Contractor: NWEA

Signed by:  Gari Cohen
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Position: CFO

Date: 7/23/2018

Purchaser: Board of Education of Trigg County Kentucky
Signed by: Travis Hamby, Superintendent

Date: _____

