## ADDENDUM TO DATA SHARING AGREEMENT BETWEEN THE LOUISIANA STATE DEPARTMENT OF EDUCATION AND THE UNIVERSITY OF OREGON

The Concordia Parish School Board hereby executes, through its authorized representative, this addendum to the data sharing agreement between the Louisiana State Department of Education and the University of Oregon (the Agreement) in order to invoke the stipulation contained in the Agreement which, upon unilateral execution of this addendum by School Board, binds the University of Oregon to all the terms and conditions of the Agreement with respect to any and all student data provided directly to the University of Oregon. Nothing herein shall in any way affect or prejudice the Louisiana Department of Education in its exercise of any rights granted to it under the Agreement.


_____
Signature of School Board's Authorized Representative


Paul Nelson
_____
Printed Name of School Board's Authorized Representative


9-22-15
_____
Date

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, R.S. 17:3914 allows for Local Educational Agencies in Louisiana (LEAs) to contract with a private entity for student and other educational services and release personally identifiable pursuant to the terms of the contract,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as "State") and the University of Oregon (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which Contractor will provide the services to State and Local Educational Agencies (LEAs).

WHEREAS, LEAs and Contractor have entered into DIBELS Data System Agreements for Districts to access the services contracted for the State. The DIBELS Data System Agreement template is attached.

WHEREFORE, the State and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

This Data Sharing Agreement (hereinafter referred to as "Agreement"), upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and the University of Oregon for DIBELS.

### 1. Local Educational Agencies Stipulation

The Contractor acknowledges that (LEAs) submit student data directly to the Contractor. The Contractor hereby agrees, to be bound, vis-à-vis any and all such LEAs that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Contractor by such Louisiana LEAs. Any reference to applicable law in this Agreement or the DIBELS Data System Agreement includes any applicable federal or State of Oregon or Louisiana laws.

### 2. Purpose of the Disclosure

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purpose of providing an online web-based, vendor-hosted data management and reporting system for DIBELS Next or as otherwise stated in this Agreement.

### 3. Data

The LEAs agree to provide Contractor with the following student-level data solely for the purposes expressly stated above:

Student Name
Student ID
Secondary ID
Date of Birth
Assessment Score

The LEAs reserve the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data would violate any provision of state or federal law.

### 4. Confidentiality

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and R.S. 17:3014. Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential and Contractor will handle that information in conformance with any applicable laws or regulations.

Contractor shall retain the original version of the data at a single location and shall not make a copy or extract of the data available to anyone except those who have a need for the data to perform the services referenced above and in the DIBELS Data System Agreement. Contractor shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to Contractor's authorized personnel. Contractor shall not permit removal of the data from the limited access area. Contractor will ensure that access to the data maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Contractor shall maintain all printouts, discs, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. Contractor shall dispose of data provided to Contractor in accordance with the terms of the DIBELS Data System Agreement.

### 5. Restrictions on Use

Contractor shall not use the data for any purpose not expressly permitted in this Agreement. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity traceable, except as otherwise expressly allowed by contract with the State or any LEA. Further, the parties agree that Contractor may use de-identified data for research purposes in accordance with their contract with the State and any DIBELS Data System Agreement.

### 6. Indemnification

Contractor will be responsible for any liability arising out of the Contractor's negligent use of any LEA data for Secondary Uses, as defined in the DIBELS Data System Agreement.

### 7. Ownership

Any data delivered or transmitted to the Contractor by an LEA pursuant to this Agreement and the DIBELS Data System Agreement is the property of the LEA and shall only be used by the Contractor as allowed in this Agreement and the DIBELS Data System Agreement and will be retained and destroyed in accordance with this Agreement and the DIBELS Data System Agreement.

### 8. Security Audits

Pursuant to R.S. 17:3914, the Contractor shall permit security or audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at Contractor's business premises to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement that are necessary for such security and audit checks. No person or entity will access PII except as authorized by law.

### 9. Security Breach

As used in this Contract "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of personally-identifiable student information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Contract relating to such privacy practices.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at Contractor's expense in accordance with standard industry practices and applicable law.

Contractor shall provide the State and LEAs with the name and contact information for an employee of Contractor who shall serve as the State's and LEAs' primary security contact and will immediately notify the State and LEAs' via email, SMS text, or a phone call of a security breach after Contractor becomes aware of it; and

Immediately following Contractor's notification to the State and LEAs of a security breach, Contractor, the State, and LEAs shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State and LEA in their handling of the matter, including, without limitation, to the extent allowed by applicable law: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected;(iii) facilitating interviews with

Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA.

### 10. Term of Agreement

This Agreement shall begin on July 31, 2015 and shall terminate on Aug 30, 2016. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

### 11. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State.

### 12. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, and 7 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

*THUS DONE AND SIGNED* at Baton Rouge, Louisiana, on the day, month and year first written below.

*IN WITNESS WHEREOF*, the parties have executed this Agreement as of this 1ˢᵗ day of July, 2015.

John C. White,
State Superintendent of Education

Charles Williams, Ph.D., J.D., CLP
Associate Vice President for Innovation
University of Oregon