

**ADDENDUM TO DATA SHARING AGREEMENT BETWEEN THE LOUISIANA STATE DEPARTMENT OF
EDUCATION AND PACIFIC METRICS CORPORATION FOR THE STATE'S ONLINE FORMATIVE
ASSESSMENT SYSTEM (EAGLE)**

The Concordia School Board (School Board) hereby executes, through its authorized representative, this addendum to the data sharing agreement between the Louisiana State Department of Education and Pacific Metrics Corporation for the State's Online Formative Assessment (EAGLE) (the Agreement) in order to invoke the stipulation contained in the Agreement which, upon unilateral execution of this addendum by School Board, binds Pacific Metrics Corporation to all the terms and conditions of the Agreement with respect to any and all student data provided directly to Pacific Metrics Corporation.

The School Board shall be responsible for damages arising from the fault or negligence of the school board or its employees.

Jurisdiction and venue for the filing and adjudication of any and all suits between the LEA and Contractor arising out of, or related to, this Agreement shall be in the appropriate Louisiana State District Court in the Parish in which the LEA is domiciled.

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, Ph. D.

Printed Name of School Board's Authorized Representative

October 6, 2015

Date

DATA SHARING AGREEMENT

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, RS 17:3914 allows for Local Educational Agency 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 Pacific Metrics Corporation (hereinafter referred to as “Contractor”) have entered into a contractual agreement for the state’s online formative assessment system (EAGLE) for the online EAGLE System (“EAGLE”) pursuant to which Contractor will provide the services to State and LEAs under contract OCR CFMS #714479 (“EAGLE Contract”);

WHEREAS, the State and the Contractor may be referred to herein as the “Party” individually and the “Parties” collectively;

WHEREAS, the Parties acknowledge and agree that the LEAs as defined below are not parties to the EAGLE Contract and that the Contractor’s obligations as set forth herein are solely in connection with the data privacy concerns regarding the EAGLE Contract to the extent the terms thereof are not inconsistent with the terms of this Agreement.

WHEREFORE, the State and Contractor do enter into this data sharing agreement (“Agreement”) subject to the terms and conditions as specified herein.

This Data Sharing Agreement, upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and the Contractor in regards to the work associated with the state’s online formative assessment system (EAGLE).

1. Local Educational Agencies Stipulation

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana 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. The LEAs agree to comply with the terms under FERPA and 17:3914.

2. Purpose of the Disclosure

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of providing the services to the State for the state's online formative assessment system EAGLE pursuant to the EAGLE Contract. Furthermore, the State agrees to comply with the terms under FERPA and R.S. 17:3914.

3. Data

The local education agencies (LEAs) agree to provide the Contractor with the following student-level solely for the purposes of providing services as referenced above. The State does not have access to student PII via the EAGLE system.

Name
Birthdate
Student ID (Unique Identifier)
Grade
Gender

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 pursuant to FERPA and R.S. 17:3914 and therefore will not be disclosed by Contractor to any third party.

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 for the state's online formative assessment system (EAGLE). 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, under supervision of the State, destroy the data provided to Contractor, including all copies, whether in electronic or hard copy form, when the services for the state's online formative assessment system (EAGLE) are completed or this Agreement is terminated, whichever occurs first.

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.

6. Indemnification

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State.

Contractor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the LEA.

7. Ownership

Any data delivered or transmitted to the Contractor by the State and/or obtained or prepared by Contractor for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by Contractor to the State.

Any data delivered or transmitted to the Contractor by an LEA and/or obtained or prepared by Contractor for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by Contractor to the LEA. Any documents, materials, and/or products created or developed by Contractor under this Agreement for an LEA shall be the property of the LEA.

No records, reports, documents, materials or products created or developed under this Agreement can be distributed to third parties.

8. Security Audits

Pursuant to in La. 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. To the extent permitted by law, any competitor of the Contractor in the test assessment industry shall be excluded from participating in such audits.

9. Security Breach

As used in this Agreement "Security Breach" means any act or omission that compromises either (i) the security, confidentiality or integrity of 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 personally-identifiable student information, or (ii) receipt of a

complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Agreement 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:(i) provide the state with the name and contact information for an employee of Contractor who shall serve as the State's and LEAs' primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a security breach; (ii) notify State and impacted LEAs via email, SMS text, and a phone within 48 hours once the Contractor becomes aware of a security breach.

Immediately following Contractor's notification to the State and LEA of a security breach, Contractor and the State shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State and LEA in State's handling of the matter, including, without limitation: (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 or industry standards and as otherwise required by the State and LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State and LEA.

10. Term of Agreement

This Agreement shall begin on July 24, 2015 and shall terminate on July 24, 2018. 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. Termination for Convenience

The State may terminate this Agreement at any time by giving Contractor and all LEAs written notice of such termination.

12. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this Agreement and that any contract with such subcontractors shall explicitly make such subcontractor subject to the audit provisions contained herein.


13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

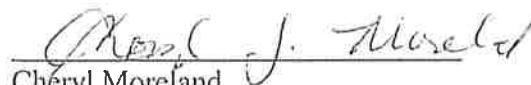
14. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below


John C. White,
State Superintendent of Education

Dated: _____


Cheryl Moreland
Sr. Counsel
Pacific Metrics Corporation

Dated: July 24, 2015