

Avoyelles Parish School Board
DATA SHARING AGREEMENT
Addendum to Contract

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, the Avoyelles Parish School Board and The Learning Internet, Inc DBA Learning.com (hereinafter referred to as "Contractor") have entered into a contractual arrangement represented by Q-28992, pursuant to which Contractor will provide the services to the Avoyelles Parish School Board, as stated in the Contract.

WHEREFORE, the Avoyelles Parish School Board and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Disclosure

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of the providing the services to the State referenced in Contract 723863- Maintain software that aids in development configuration, problem resolution, programming, and other support in the Special Education Reporting database system.

2. Data

The Avoyelles Parish School Board agrees to provide Contractor with the following student-level data solely for the purposes of providing services to State as referenced in Contract Q-28992.

Full Name

District User ID

Grade Level

School Attending

The Avoyelles Parish School Board reserves the right to withhold any of the foregoing data if the Avoyelles Parish School Board determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law.

3. Confidentiality

This Agreement is entered into by Contractor and the Avoyelles Parish School Board in accordance

with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA). 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 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 referenced in Contract Q-28992. 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 referenced in Contract Q-28992 are completed or this Agreement is terminated, whichever occurs first.

4. Restrictions on Use

Contractor shall not use the data for any purpose not expressly permitted in this Agreement without the prior written approval of the Avoyelles Parish School Board Superintendent of Education. 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 easily traceable. Any questions by Contractor regarding the implementation of this Agreement shall be directed to:

Karen Tutor
Superintendent of Schools
Avoyelles Parish School Board
221 Tunica Drive West
Marksville, LA 71351
318.240.0201
karen.tutor@avoyellespsb.com

5. Indemnification

Contractor shall defend, indemnify and hold harmless the Avoyelles Parish School Board and any and all of the Avoyelles Parish School Board'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 Contractor's and/or any student, teacher or any other third party as a result, directly or indirectly, of any disclosure of data by the Avoyelles Parish School Board pursuant to this Agreement or any re-disclosure of such data by Contractor.

6. Ownership

Any records, reports, documents, materials, and/or products created or developed by Contractor with the data provided under this Agreement shall be the property of the Avoyelles Parish School Board . Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the Avoyelles Parish School Board any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Avoyelles Parish School Board Superintendent of Education.

7. Audits

Contractor shall permit the Avoyelles Parish School Board or its authorized representatives to carry out security or audit checks pertaining to Contractor's security and usage of PII. Contractor shall cooperate with the Avoyelles Parish School Board. The Avoyelles Parish School Board or its authorized representatives shall have access 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 the Avoyelles Parish School Board to carry out such security and audit checks. The Avoyelles Parish School Board or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

8. 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 PII, or (ii) 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:(i) provide the Avoyelles Parish School Board with the name and contact information for an employee of Contractor who shall serve as the Avoyelles Parish School Board 's primary security contact and shall be available to assist Avoyelles Parish School Board 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) immediately notify Avoyelles Parish School Board in writing of a security breach after Contractor becomes aware of it; and

Immediately following Contractor's notification to the Avoyelles Parish School Board of a security breach, Contractor and the Avoyelles Parish School Board shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with Avoyelles Parish

School Board in Avoyelles Parish School Board 's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the Avoyelles Parish School Board with 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 Avoyelles Parish School Board and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the Avoyelles Parish School Board .

9. Liaison Officials

The Avoyelles Parish School Board 's liaison and the Contractor's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Karen Tutor
Superintendent of Schools
Avoyelles Parish School Board
221 Tunica Drive West
Marksville, LA 71351
318.240.0201
karen.tutor@avoyellespsb.com

Logan Rhodehamel
VP, Technology
Learning.com
1618 SW 1st Ave. Suite 215
Portland, OR 97201
503-284-0100
lrhodehamel@learning.com

10. Term of Agreement

This Agreement shall begin on March 1, 2023 and shall terminate on June 30, 2024. 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 Avoyelles Parish School Board may terminate this Agreement at any time by giving Contractor 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 Avoyelles Parish School Board.

13. Jurisdiction, Venue and Governing Law

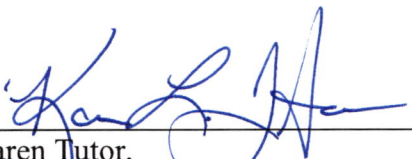
Exclusive jurisdiction and venue for any and all suits between the Avoyelles Parish School Board and Contractor arising out of, or related to, this Agreement shall be in the 12th Judicial District Court, Parish of Avoyelles, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival


Contractor's obligation under Clauses 1,3,4,5,6, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 7 and 8 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 Marksville, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 26 day of April, 2023.



Karen Tutor,
Superintendent of Education
Avoyelles Parish School Board



Contractor






Copy2022-2023APSB Data Sharing Agreement TEMPLATE

Final Audit Report

2023-03-08

Created:	2023-03-06
By:	Stephen Boyce (sboyce@learning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtO0DB0O5IGEhjxws1PEVXGAqcV9xnwKk

"Copy2022-2023APSB Data Sharing Agreement TEMPLATE" History

-  Document created by Stephen Boyce (sboyce@learning.com)
2023-03-06 - 7:12:02 PM GMT
-  Document emailed to Sean Sullivan (ssullivan@learning.com) for signature
2023-03-06 - 7:12:43 PM GMT
-  Email viewed by Sean Sullivan (ssullivan@learning.com)
2023-03-08 - 8:47:09 PM GMT
-  Document e-signed by Sean Sullivan (ssullivan@learning.com)
Signature Date: 2023-03-08 - 8:47:26 PM GMT - Time Source: server
-  Agreement completed.
2023-03-08 - 8:47:26 PM GMT