

Appendix D to DIR Contract No. DIR-TSO-3457
SchoolStatus™ FERPA Data Sharing Agreement
(Last Amended June 30, 2015)

This Data Sharing Agreement is entered into by and between the Customer (a Texas Public School District) and **SchoolStatus, LLC** (a Mississippi Limited Liability Corporation) (Vendor) to establish the content, use, and protection of data needed by Vendor to support the contracted service, whether such data is provided by The District or collected by Vendor on behalf of The District.

Period of Agreement

The period of this Agreement shall be in effect from the date of execution, as indicated below for twelve (12) months with three (3) one (1) year renewal options exercised by Customer providing Vendor thirty day written notice prior to the then expiration date or until terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3457.

Intended Use of Data

District desires to use the vendor's software, contracted services, and processes to analyze student data in an electronic fashion to study individual and aggregate student performance.

Constraints on Use of Data

Data supplied by The District to Vendor or collected by Vendor on behalf of The District's students, prospective students or employees is the property of The District and shall not be shared with third parties without the written permission of The District. Student data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this agreement without the written permission of The District.

Data Security

Vendor shall employ industry best practices, both technically and procedurally, to protect The District data from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by The District.

Data Elements

Data shared with Vendor shall be limited to the data elements specifically defined and authorized by The District. If Vendor wishes to collect additional data, Vendor must submit a request in writing to The District. Under no circumstances shall Vendor collect any information classified as Sensitive or Confidential without the express written approval of The District. Data to be shared or collected shall be limited to the following elements: Student Name, Student ID, Student Dates of Birth, Student Enrollment and Demographic History, Student Graduation Data, Student Testing History, including results, Teacher or Instructor Identifiable Information and Demographic Information, User account information, Student Grades, Student Attendance, Student Discipline, Student Demographics (Race, Sex, Age, Home Address Parental Contacts, Poverty Data, and other demographics as requested by the Customer)

Data Handling Requirements

Data handling requirements may vary depending on the classification of data shared with Vendor. However, it is anticipated that most data shared with Vendor will involve a mix of data classes including Sensitive and possibly confidential information. Therefore, whenever data elements are aggregated for collection, transmission, or storage, the aggregate data shall be handled using the protocols that apply to the most sensitive data element.

Internet Access

Connections to Vendor computers utilizing the Internet, whether for client access or remote administration, must be protected using any of the following industry standard cryptographic technologies: SSL/TLS, IPsec, SSH/SCP, PGP.

Access to Data

Vendor shall limit access to Sensitive and Confidential data to those staff members with a well-defined business need.

Security Training

Vendor shall provide periodic training for staff on Vendor internal security policies and procedures, and on applicable state and federal legal requirements for protecting Sensitive and Confidential data.

Compliance with Applicable Laws

Vendor shall comply with all applicable federal laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA).

Indemnification

Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3457.

Amendments and Alterations

The District and Vendor may amend this Agreement by mutual consent, in writing, at any time with 30 days notice. Notice should be sent to the addresses shown on the most recently exchanged quote, purchase order or invoice.

Consent to Act as Proxy

The District agrees and affirms that the Vendor may act on its behalf to in order retrieve certain data files or documents from other entities in cases where the District, and employees acting as an agent thereof, specifically gives its consent to do so.

Termination of Services

In the event The District terminates this Agreement, or Vendor ceases operation, Vendor shall return to The District all data collected in the course of providing the application service. Vendor shall certify in writing within five business days that all copies of the data stored on Vendor servers, backup servers, backup media, or other media including paper copies

have been permanently erased or destroyed.

Agreement and Consent

The user of this application asserts they have the authority to bind their respective employer in a legal agreement; User also asserts they have read this agreement in its entirety and agrees to the terms and

conditions of DIR Contract No. DIR-TSO-3457 and the above and further agrees to abide by the same terms and conditions listed above.

CUSTOMER

SCHOOLSTATUS

Signed

Signed

Title

Title

Date of Execution

Date of Execution

District Name

Revision History

February 28, 2013

June 30, 2015

Original Document Creation Date

FERPA Data Sharing Agreement Termination Date Extended Forward to June 30, 2020 to comply with Federal Privacy Laws