

California Addendum to Use Agreement
DIBELSnet[®] Data Management and Reporting Service
<https://dibels.net/>



Directions:

1. Complete the DIBELSnet[®] Data Management and Reporting Service Use Agreement according to the directions specified within that document.
 2. Print this agreement and have the Customer's Authorized Representative sign page 2 after reading and agreeing to the terms.
 3. Fax both pages of this addendum to **866-211-1450** or send to:
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401
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RECITALS:

- A. DMG and Customer are entering into that certain DIBELSnet[®] Data Management and Reporting Service Use Agreement ("Use Agreement"), which is governed by Cal. Ed. Code §49073.1 and Cal. Prof. Bus. Code §22584, as those laws exist on the date of DMG's signature set forth below ("California Student Privacy Laws").
- B. The Use Agreement, as modified by this California Addendum to Use Agreement ("Addendum"), is intended to comply with the California Student Privacy Laws.
- C. Capitalized terms used, but not otherwise defined herein, will have the meaning assigned to them in the Use Agreement.

ADDENDUM:

1. DMG and Customer will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g), or "FERPA," as follows:
 - 1.1. Customer has determined that DMG is a "school official" with a "legitimate educational interest" in Customer Data, as those quoted terms are described in FERPA and its accompanying regulations. In particular, Customer has determined (i) that DMG is providing a service to Customer for which Customer would otherwise use employees; (ii) that DMG is under Customer's direct control with respect to its use and maintenance of Customer Data; and (iii) that DMG is subject to the requirements of 34 CFR §99.33(a) regarding its use and re-disclosure of Customer Data containing PII.
 - 1.2. As provided in the Use Agreement, DMG will not re-disclose Customer Data containing PII if doing so would violate 34 CFR 99.33(a).
2. If it is determined that the Use Agreement, including this Addendum, fails to include a provision that is required by the California Student Privacy Laws, or if it is determined that that the Use Agreement, including this Addendum, includes a provision that violates the California Student Privacy Laws, the Use Agreement will be construed as if that provision had been included or not included (as the case may be) such that the Use Agreement complies in all respects with the California Student Privacy Laws.

[signature page to follow]

ACCEPTED and AGREED to by DMG effective as of **September 1, 2017**, by:

/s/ Roland Good

Roland H. Good III, Ph.D., President
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401

phone: 541-431-6931
fax: 866-211-1450
e-mail: info@dibels.org

AGREED to by the undersigned Customer on _____, 20____.
(Month and Day) (Year)

CUSTOMER:

(Print name of Customer School District, Private School, or Multi-School Agency)

(Signature of Customer's Authorized Representative)

(Print Name of Representative)

(Title of Representative)

If you have questions, please e-mail us at info@dibels.org.

Agreement Version: 2017-08-31ca