

Data Release Agreement – AIMSweb Assessment

Data Export Data File

The parties to this agreement [“Agreement”] are the North Dakota School District [name of district] _____, and NCS Pearson, Inc., in care of the AIMSweb Operational Support Team [“Pearson”], each a [“Party”] and collectively [“Parties”].

1. The purpose of this Agreement is to simplify and streamline the submission (disclosure) of specified education records of the school district by permitting AIMSweb to disclose directly to the SLDS education records gathered from the district by AIMSweb as specified in Section 3.
2. ITD is required to maintain a statewide longitudinal data system [“SLDS”]. N.D.C.C. § 54-59-38(1). Unless exempted, each public school district must implement and maintain the state student information system administered by the Information Technology Department [“ITD”]. N.D.C.C. § 15.1-07-33. Each public school district is required to submit specified education records to ITD to populate the SLDS. The SLDS is entitled to receive this information under an exception to consent authorized by 34 C.F.R. § 99.31(a)(3) because it is a disclosure to an Authorized Representative, the SLDS, of a State educational authority, the Department of Public Instruction, for an an audit or evaluation_of Federal or State supported education programs. AIMSweb is an application that collects and maintains student demographic information, test scores, and other measures of K-12 student acquisition of academic skills.
3. The above named School District grants permission to and directs Pearson to provide any and all of our District’s AIMSweb data, including any student level AIMSweb extract, to the North Dakota Statewide Longitudinal Data System (SLDS). The data will be provided through an export data file that includes data on multiple levels, including district level, school level, class level, and individual student level.
4. This grant of permission in Section 3 is a grant to the North Dakota statewide longitudinal data system (SLDS) of the right to access the export data file including any and all information gathered from the District by AIMSweb and stored in the AIMSweb System, including student names and ID numbers, demographic information, AIMSweb scores, and outcome measure scores.
5. The SLDS will destroy PII from the District’s AIMSweb data when the information is no longer needed for the purposes for which the data was submitted and within the standard times specified in ITD procedures for destruction of confidential information.
6. This Agreement term (Term) begins on upon execution by both parties, and ends on June 30, 2025.
7. This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state district

court of Burleigh County North Dakota. Each party consents to the exclusive jurisdiction of this court and waves any claim of lack of jurisdiction or forum non-conveniens.

- 8. The undersigned represents that he or she is authorized to execute this Agreement on behalf of the District identified in this authorization.

Name, Title, and Customer Identification Number of AIMSWeb District Representative Name: Title: Customer Identification Number:	REQUIRED* Check the box in front of the version your school uses. <input type="checkbox"/> AIMSWeb <input type="checkbox"/> AIMSWeb Plus
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District Representative SIGN HERE:	Date:
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NCS PEARSON, INC.

[SCHOOL DISTRICT]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

