



JIMMY ANDERSON
Interim Executive Director

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January 8, 2015

Principals:

The LHSAA has received numerous emails and phone calls as well as has been forwarded several Addendums to Contracts from both our member schools and/or their school systems in order to comply with the requirements of Acts 677 and 837 passed during the 2014 regular session of the Louisiana Legislature. Based on the stipulations of these two Acts, registering and submitting your student-athletes for athletic eligibility purposes on the LHSAA Members' Only website could present a problem for your school in complying with these Acts.

Therefore, in order to make a uniform resolution for our schools, the LHSAA has had prepared by its attorney the attached Addendum to LHSAA Membership Renewal Form for 2014-15 for signature by each principal. We ask that each school execute the document and return a signed copy to the LHSAA by fax/email/mail for our records. We also ask that you provide your school system with a copy for their records and/or posting to the proper websites as required by the Acts.

If you have any questions regarding this Addendum, please do not hesitate to contact me.

Sincerely,

Jimmy D. Anderson
Interim Executive Director

JDA/ygs

LHSAA... Beyond the Game

ADDENDUM TO LHSAA MEMBERSHIP RENEWAL FOR 2014-2015

I. Introduction

This Addendum to the LHSAA Membership Renewal Form for 2014-2015 ("Addendum") is entered into by and between Vidalia High School (hereinafter "Vidalia") and the Louisiana High School Athletic Association, Inc. (hereinafter "LHSAA"). The effective date of this Addendum is the 1st day of January, 2015.

The purpose of this Addendum is to comply with the requirements of the new laws passed by the Louisiana Legislature in the Regular Session of 2014 (Act 677 and Act 837, now R.S. 17:3913 and 17:3914) by incorporating this Addendum and the terms contained herein as part of the Membership Renewal Form previously signed by Vidalia and submitted to the LHSAA by the established deadline of September 15, 2014 ("Form").

In exchange for the benefits of membership in the LHSAA and in exchange for the mutual consideration and covenants in the Membership Renewal form and this Addendum, the LHSAA and Vidalia agree as follows:

II. School's Obligations:

Vidalia hereby agrees to furnish to LHSAA all the information on any and all student athletes, including "personally identifiable information" that is necessary for LHSAA to possess in order to enforce its student athlete eligibility and other rules to accomplish its mission and purposes by complying with all provisions of its Articles of Incorporation, its Constitution, and Bylaws.

III. LHSAA's Obligations:

The LHSAA agrees to the following regarding the "personally identifiable information" that Vidalia submits on its student-athletes for the above purposes:

- A. **Guidelines for authorizing access:** To protect "personally identifiable information" in a manner that allows only those individuals, who are specifically authorized by the LHSAA to access the information, the ability to do so and will individually determine the appropriate level of security that will provide the necessary level of protection for the student-athlete data it maintains. LHSAA will allow its employees access to "personally identifiable information" on a need-to-know basis only. LHSAA will allow access to "personally identifiable information" to its authorized subcontractors, agents, attorneys, consultants, and auditors on a need-to-know basis only. At no time will the LHSAA allow any unauthorized or unauthenticated individual or entity access to confidential personally identifiable student-athlete records or data.

- B. Privacy compliance standards:** That the LHSAA shall retain the original version of any and all “personally identifiable information” collected from Vidalia on its student-athletes and such data will be stored, processed, and maintained at a single, secure location on designated servers. Copies or extracts of the data shall be made available only to those who have a need for the data for a specified, pre-approved reason. That the LHSAA shall maintain the data, whether in hard copy or electronic form, in an area that has limited access to only LHSAA authorized personnel. LHSAA will ensure that access to the data maintained on computer files or databases is controlled by the appropriate security measures in place, including, but not limited to, the use of user names, password protection, and password encryption. That the LHSAA shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals.
- C. Privacy and security audits:** That the LHSAA’s network will maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access to these systems and that it will perform regular reviews of its protection methods and system auditing to maintain protection of its systems. A school through its local superintendent may request a copy of such private and security audits.
- D. Breach planning and notification:** The LHSAA agrees to comply with the requirements of La. R.S. 51:3071 et seq. (Louisiana Database Breach Notification Law).
- E. Information storage, retention, and disposition policies:** LHSAA will keep the information furnished on student athletes, including “personally identifiable information” only as long as necessary to enforce its student athlete eligibility and other rules and to accomplish its purposes and mission by complying with the provisions of its Articles of Incorporation, its Constitution, and Bylaws.
- F. Disposal of all information upon termination of membership:** In the event Vidalia terminates its membership in the LHSAA, the LHSAA shall erase, destroy, render unreadable, all “personally identifiable information” in its entirety on all student-athletes submitted by Vidalia whether in electronic or hard copy form within 14 days of official written notification from Vidalia that its membership is begin terminate. LHSAA will keep any such information longer than 14 days if necessary to comply with its existing eligibility and other rules and its Articles of Incorporation, its Constitution, and Bylaws, but only as long as necessary and will erase, destroy or render illegible such information within 14 days after any necessity to keep it has ceased.

IV. Indemnification

In exchange for membership in the LHSAA and the mutual considerations and covenants in the Membership Renewal form and this Addendum, Vidalia agrees to indemnify and hold harmless the LHSAA, its directors, officers, officials, employees, agents, contractors, and representatives against and from any and all claims, costs, expenses, damages, injury or loss, including reasonable attorney’s fees, to which they or any of them may be subject from Vidalia and/or

any student, teacher or any other third party as a result of, directly or indirectly, any unauthorized disclosure of data, unless the unauthorized disclosure was caused by the willful conduct or gross negligence of LHSAA or its employees or agents.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the original Form between the Parties. Subject to the foregoing, the terms of the original Form shall remain in full force and effect.

LA. HIGH SCHOOL ATHLETIC ASSOCIATION (LHSAA)

Vidalia High School

Jimmy D. Anderson, Interim Executive Director



Rick Brown, Principal

Date



Date