

# STATE OF LOUISIANA DEPARTMENT OF EDUCATION DATA SHARING AGREEMENT

WHEREAS, R.S. 17:3914 allows for Local Educational Agency to contract with a private entity for student and other educational services and release personal identifiable pursuant to the terms of the contract,

WHEREAS, R.S. 17:3914 allows for the LDE to share data outside the state of Louisiana for purposes of academic analysis of assessments,

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 expectations, 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 Louisiana Department of Education (hereinafter referred to as “State”) and i-LEADR, Inc. (hereinafter referred to as “Contractor”) have entered into a contractual arrangement pursuant to which Contractor will provide the services to State and LEAs,

WHEREFORE, the State and/or LEA and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

This Data Sharing Agreement (hereinafter referred to as “Agreement”), upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between Louisiana Department of Education and i-LEADR, Inc.

## **1. Local Educational Agencies Stipulations**

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Contractor. The Contractor hereby agrees, to be bound, vis-à-vis any and all such LEAs that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Contractor by such Louisiana LEAs.

## **2. Purpose of Disclosure**

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of maintaining software that houses the Review Document Checklist (RDC) data and the Early Warning System (EWS) data.

## **3. Data**

The State or LEAs that opt into this agreement will provide the following data:

- Louisiana State Secure Identification Number
- District/school identification number
- Course numbers

- Section numbers
- Expression/Period
- Term identification numbers
- Course Names

The State or LEAs that opt into this agreement will provide the following student level data:

- First name
- Last name
- Local number
- State number
- Date of Birth
- Grade Level
- Enrollment status

LEAs that choose to opt into this agreement may choose to provide the following additional student level data to incorporate into the data management system:

- Street
- City
- State
- Zip code

The State or LEAs that opt into this agreement will provide the following teacher level data:

- Last name
- First name
- Email address
- State identification number
- Status

LEAs that choose to opt into this agreement may choose to provide the following additional student level data to access the EWS:

- Absences
- Tardies
- Course name
- Store code
- Incident type, title, date, and time
- Location code
- Participant role
- Behavior subcode
- Behavior action subcode
- Behavior action begin date, end date, and assigned duration

The State and LEA reserve the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data would violate any provision of state or federal law.

## **4. Confidentiality**

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and R.S. 17:3914. 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 R.S. 17:3914 and will not be disclosed by Contractor to any third party, with the exception of Louisiana's authorized school districts and charter schools.

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 above. Contractor shall maintain the data, whether in hard copy or electronic form, in an area that has limited access to 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 electronic or hard copy form, when the services referenced in above are completed or this Agreement is terminated, whichever occurs first.

## **5. Restrictions on Use**

Contractor shall not use the data for any purposes not expressly permitted in this Agreement. 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 make a student's identify traceable, with exception of Louisiana's authorized school districts and charter schools.

## **6. Indemnification**

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all cost, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the LEA.

## **7. Ownership**

Any data delivered or transmitted to the Contractor by the State and/or obtained or prepared by Contractor for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by Contractor to the State.

Any data delivered or transmitted to the Contractor by LEA and/or obtained or prepared by Contractor for an LEA pursuant to this Agreement shall become property of the LEA, and shall, upon request, be provided or returned by Contractor to the LEA. No records, reports, documents, materials or products created or developed under this contract can be distributed fee or for profit.

## **8. Security Audits**

Pursuant to in La. R.S. 17:3914 and to the extent possible, the Contractor shall permit security or audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with all security audits. 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 to carry out such security and audit checks. No person or entity will access PII except as authorized by law.

## **9. Security Breach**

As used in this Agreement "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 personally-identifiable student information, or receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Agreement 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 and 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 stand and LEA with the name and contact information for an employee of Contractor who shall serve as the State's and LEA's primary security contact and shall be available to assist State and LEA 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 State and LEA via email, SMS test, and telephone once the Contractor becomes aware of a security breach; and

Immediately following Contractor's notification to the State and LEA of a security breach, the Contractor, the State, and the LEA shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State and LEA in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and other involved in the matter; and (iv) making available all relevant records, logs, files, and data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State and LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA.

## **10. Term of Agreement**

This agreement shall begin on January 30, 2017. The effective date of this Agreement will automatically renew on an annual basis if duly agreed upon by the parties and approved by the necessary authorities. Either party may choose to terminate automatic annual renewal with a sixty (60) day written notice provided to the Contractor, via email or physical mail. If either party deemed it necessary to amend this Agreement, an amendment may be prepared by one party for appropriate action by the other party.

## **11. Termination for Convenience**

The State may terminate this Agreement at any time by giving Contractor and LEAs sixty (60) day 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 State.

### **13. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

Exclusive jurisdiction and venue for any and all suits between the LEA and Contractor arising out of or related to, this Agreement shall file and adjudicate in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.

Contractor hereby waives any right to remove and suits between it and an LEA and/or the State to a federal court.

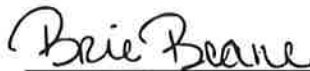
### **14. Survival**

Contractor's obligations under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 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 Baton Rouge, Louisiana, on the day, month and year first written below.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of this 30<sup>th</sup> day of January, 2017.

  
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**Jane Dye,**  
**CEO, Belle Chasse Academy**

  
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**Brie Beane,**  
**President, i-LEADR, Inc.**