

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
DATA SHARING AGREEMENT**

WHEREAS, La. R.S. 17:3914 , FERPA, 20 U.S.C. 1232g and its implementing regulations, make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibit the disclosure of such information to third parties,

WHEREAS, 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., particularly 34 C.F.R. 99.31(b)(1), allow for the sharing of student-level data with organizations under circumstances in which parental permission has been obtained,

WHEREAS, La. R.S. 17:3914 provides for collecting and sharing personally identifiable student information for the purpose of processing applications for postsecondary admission when parental permission has been obtained,

WHEREAS, La. R.S. 17:3914, FERPA and its implementing regulations, allow for an educational agency or institution to share personally identifiable student-level data with other educational agencies or institutions for admissions purposes,

WHEREAS, the Louisiana Board of Regents (BOR) receives such personally identifiable student-level data from the Louisiana Department of Education (LDE) for purposes of processing applications for admissions to the Postsecondary Education Institutions,

WHEREAS, BOR and LDE, do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Disclosure

BOR agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purpose of postsecondary education admission process.

2. Data

The LDE agrees to provide BOR with the following student-level data, where the student's parent has provided written consent for the disclosure of such information:

Louisiana Secure ID
Ethnicity
Gender
Courses completed and grades earned
GPA on the BOR Core
Progress towards BOR Core completion

The following student-level data will be provided by the Louisiana Secure ID System:

Full name
Date of birth
Social Security Number

The LDE reserves the right to withhold any of the foregoing data if the LDE determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law.

3. Confidentiality

This Agreement is entered into by BOR and the LDE in accordance with the provisions of FERPA, its implementing regulations and R.S. 17:3914. The parties hereby acknowledge 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 only be shared, pursuant to this agreement, by LDE with BOR and by BOR with Postsecondary Education Institutions to which the student has applied and the student (or the parent, in cases where the student is not of the age of legal majority) given consent pursuant to state law and not be disclosed by BOR and the Postsecondary Education Institutions to any other third party.

BOR 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 for the purposes listed above or for standard disaster recovery procedures. While in its possession, BOR shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to authorized personnel. BOR shall not permit removal of the data from the limited access area. BOR will ensure that access to the data maintained on computer files or databases is controlled by password protection. BOR shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. BOR 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. BOR shall, under supervision of the LDE, destroy the data provided pursuant to this Agreement, including all copies, whether in electronic or hard copy form, in accordance with R.S. 17:3914.

4. Restrictions on Use

BOR shall not use the data for any purpose not expressly permitted in this Agreement. BOR cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party, except as permitted herein, any student-level data or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity easily traceable. Any questions by BOR regarding the implementation of this Agreement shall be directed to:

Kim Nesmith
Data Quality Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
kim.nesmith@la.gov

5. Indemnification

BOR shall defend, indemnify and hold harmless the LDE and any and all of the LDE's directors, officers, officials, employees, agents, and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any student, teacher or any other third party as a result, directly or indirectly, of any disclosure of data, once the data has been sent by the LDE to BOR pursuant to this Agreement and during the time BOR is in possession of the data, if the disclosure is caused by any act or omission of BOR under this Agreement.

6. Audits

BOR shall permit the LDE or its authorized representatives to carry out security or audit checks pertaining to BOR's security and usage of PII. BOR shall cooperate with the LDE. The LDE or its authorized representatives shall have access at all reasonable times on working days during working hours at BOR's business premises to BOR's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of BOR and BOR's employees pertaining to this Agreement that are necessary for the LDE to carry out such security and audit checks. The LDE or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents. No person or entity will access PII except as authorized by law.

7. Security Breach

As used in this Contract "Security Breach" means any act or omission by BOR after the data has been transferred from LDE to BOR, or any act or omission by a Postsecondary Education Institution after the data has been transferred from BOR to the Postsecondary Education Institution, 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 BOR or the Postsecondary Education Institution that relate to the protection of the security, confidentiality or integrity of PII, or receipt of a complaint in relation to the privacy practices of BOR or the Postsecondary Education Institution or a breach or alleged breach of this Contract relating to such privacy practices.

BOR shall take reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. BOR shall also take reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at BOR's expense in accordance with standard industry practices and applicable law.

BOR shall:(i) provide the LDE with the name and contact information for an employee of BOR who shall serve as the LDE's primary security contact and shall be available to assist LDE 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 LDE in writing of a security breach after BOR becomes aware of it; and

Immediately following BOR's notification to the LDE of a security breach, BOR and the LDE shall coordinate with each other to investigate the security breach. BOR agrees to fully cooperate with LDE in LDE's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the LDE with physical access to the facilities and operations affected;(iii) facilitating interviews with BOR's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to

comply with applicable law or industry standards and as otherwise required by the LDE and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the LDE.

Immediately following notification to BOR of a security breach at a Postsecondary Education Institution, that Postsecondary Education Institution and BOR shall coordinate with each other to investigate the security breach, and BOR shall notify LDE of any such breach.

8. Liaison Officials

Each party's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Kim Nesmith
Data Quality Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1803

Karthik Poobalashubramanian
Senior Programmer/Analyst
P.O. Box 3677
Baton Rouge, LA 70821-3677
Karthik@laregents.edu
225-342-4253

9. Term of Agreement

This Agreement shall begin on October 25, 2019 and shall terminate on October 25, 2024. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If any party informs the other parties that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other parties.

10. Termination

The parties may terminate this Agreement at any time by giving 30 days written notice of such termination to the other parties for good cause. The effect of such termination will be that the Postsecondary Education Institution(s) would begin to directly obtain the student educational records, including personally identifiable student-level data, directly from LDE or from the state school from where the student matriculated, without the need for BOR to obtain the information from LDE and then transferring to the Postsecondary Education Institution(s). Systems agree to work toward identification of alternative avenues toward obtaining necessary student educational records, including personally identifiable student-level data, directly from the state school from which the student has graduated. Implementation of such a process would be considered good cause for immediate termination of this agreement by that System with written notice.

11. Assignment of Contract

BOR shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the LDE.

12. Modification or Amendment

This Agreement shall not be modified, altered or changed except by mutual consent of the parties. Furthermore, any modification or amendment shall not be effective unless made in writing, clearly stating the changes being effected and unless duly executed by an authorized representative of each party.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the LDE and BOR arising out of, or related to, this Agreement shall be in the 19th 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.

13. Survival

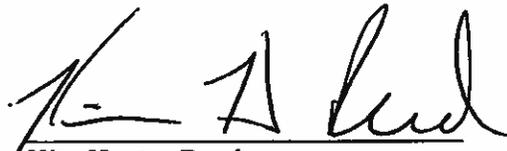
The obligations of BOR, under Clauses 1, 3, 4, 5, 12 and 13 shall survive expiration and/or termination of this Agreement. The obligations of BOR, under Clauses 6 and 7 shall survive expiration and/or termination of this Agreement until the obligation to destroy data as set forth herein has been fully met.

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 5th day of December, 2019.



John C. White,
State Superintendent of Education



Kim Hunter-Reed,
Commissioner