DATA SHARING AGREEMENT

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 exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31 and 99.35, permit the disclosure of personally identifiable student information, without prior parental/student consent to authorized representatives of state educational authorities in connection with an audit or evaluation of federal or state supported education programs pursuant to a written agreement that:

(1) designates the individual or entity as an authorized representative,
(2) specifies the personally identifiable student information to be disclosed,
(3) states the purpose for which the personally identifiable student information is disclosed to the authorized representative,
(4) provides a description of the audit or evaluation to be performed and of how the personally identifiable student information will be used,
(5) restricts the authorized representative's use of the personally identifiable student information only for the purposes of conducting the audit or evaluation,
(6) establishes policies and procedures to protect the personally identifiable student information from further disclosure or other uses, and,
(7) requires the authorized representative to destroy the personally identifiable student information when it is no longer needed for the audit or evaluation and establishes a timeline for the destruction of the personally identifiable student information.

WHEREFORE, the Louisiana Department of Education (hereinafter referred to as "State") hereby appoints CN Resources. (hereinafter referred to as "Auditor") as its authorized representative for the purpose of conducting the audit(s) as specified herein pursuant to this Agreement subject to the following terms conditions.

1. Local Educational Agencies Stipulation

The Auditor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Auditor. The Auditor hereby agrees, to be bound, vis-à-vis any and all such Louisiana 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 Auditor by such Louisiana LEAs.

2. Purpose of the Disclosure

The Auditor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes conducting administrative reviews of all school food authorities participating in the National School Lunch Program (including the Afterschool Snacks and the Seamless

Summer Option) and School Breakfast Program

3. Data

The LEAs agree to provide the Auditor with student and school data as needed to conduct audits of the School Child Nutrition Programs at both critical and general areas, including but not limited to: student eligibility data, verifying counting and claiming of meals, menus/meal pattern compliance, among other elements.

The LEAs 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 Auditor 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 RS 17:3914. The Auditor hereby acknowledges that all documents which include information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and RS 17:3914 and therefore will not be disclosed by Auditor to any third party.

Auditor 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 personnel who have a need for the data to perform the services referenced in the attached Contract. Auditor shall maintain the data in hard copy or electronic form, in an area that has limited access only to Auditor's authorized personnel. Auditor shall not permit removal of the data from the limited access area. Auditor will ensure that access to the data maintained on computer files or databases is controlled by password protection. Auditor shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Auditor 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. Auditor shall, under supervision of the State, destroy the data provided to Auditor, including all copies, whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first.

5. Restrictions on Use

Auditor shall not use the data for any purpose not expressly permitted in this Agreement. Auditor 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 makes a student's identity traceable.

6. Indemnification

Auditor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, Auditors 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 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 State.

Auditor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, Auditors 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 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 Auditor by the State and/or obtained or prepared by Auditor for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by Auditor to the State.

Any data delivered or transmitted to the Auditor by an LEA and/or obtained or prepared by Auditor for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by Auditor to the LEA. Any documents, materials, and/or products created or developed by Auditor under this Agreement for an LEA shall be the property of the LEA.

No records, reports, documents, materials or products created or developed under this contract can be distributed to third parties.

8. Security Audits

Pursuant to in La. R.S. 17:3914, the Auditor shall permit security audit checks pertaining to Auditor's security and usage of student data. Auditor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at Auditor's business premises to Auditor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Auditor and Auditor's employees pertaining to this Agreement. 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 student information or the physical, technical, administrative or organizational safeguards put in place by Auditor 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 Auditor or a breach or alleged breach of this Agreement relating to such privacy practices.

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

Auditor shall:(i) provide the State and LEA with the name and contact information for an employee of Auditor who shall serve as the State's and LEA's primary security contact and shall be available to assist State 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 the State and LEA via email, SMS text, or a phone call to the State and LEA contacts which have been provided to the Auditor once the Auditor becomes aware of a security breach.

Immediately following Auditor's notification to the State and LEA of a security breach, Auditor, the State, and the LEA shall coordinate with each other to investigate the security breach. Auditor 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 Auditor'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 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 November 15th, 2018 and shall terminate on November 15th, 2021. 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 either party informs the other that an extension of this Agreement is deemed necessary, 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 Auditor and all LEAs written notice of such termination.

12. Assignment of Contract

Auditor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Auditor from subcontracting with third parties to perform work contemplated herein; however, the Auditor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this agreement, and that any contract with such subcontractor (s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Auditor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exclusive jurisdiction and venue for any and all suits between the LEA and Auditor arising out of, or

related to, this Agreement shall filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.

Exclusive jurisdiction and venue for any and all suits among the Auditor, the State, and one or more LEAs arising out of, or related to, this Agreement shall be filed and adjudicated 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.

14. Survival

Auditor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Auditor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Auditor 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 8th day of November, 2018.

John C. White,
State Superintendent of Education

Auditor
CN Resource, LLC