

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 allow for an educational agency or institution to share personally identifiable student-level data with other educational agencies or institutions for educational purposes,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31(a)(4)(i) allow for the disclosure of personally-identifiable student information with a third party if the disclosure is in connection with financial aid for which the student has applied or which the student has received.

WHEREAS, the Louisiana Department of Education (hereinafter referred to as “LDE”) and the Louisiana Community and Technical College System (hereinafter referred to as “LCTCS”) do enter into this Agreement.

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

1. Local Educational Agencies Stipulation

LCTCS acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to LCTCS. LCTCS 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 LCTCS by such Louisiana LEAs.

2. Purpose of the Disclosure

The LCTCS agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of providing scholarships to students completing Jobs for American Graduates program.

3. Data

LEAs will provide LCTCS with the following solely for the purposes provided above:

- Social Security Number
- Name
- Program Completion

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 LCTCS and the LDE 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. LCTCS 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 LCTCS to any third party.

LCTCS 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. LCTCS shall maintain the data in hard copy or electronic form, in an area that has limited access only to LCTCS's authorized personnel. LCTCS shall not permit removal of the data from the limited access area. LCTCS will ensure that access to the data maintained on computer files or databases is controlled by password protection. LCTCS shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. LCTCS 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. LCTCS shall, under supervision of the LDE, destroy the data provided to LCTCS, 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

LCTCS shall not use the data for any purpose not expressly permitted in this Agreement. LCTCS 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

LCTCS shall defend, indemnify and hold harmless the LDE and any and all of the LDE's directors, officers, officials, employees, agents, contractors 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 LDE.

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

Any data delivered or transmitted to LCTCS by an LEA and/or obtained or prepared by LCTCS for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by LCTCS to the LEA. Any documents, materials, and/or products created or developed by LCTCS 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, LCTCS shall permit security audit checks pertaining to LCTCS's security and usage of student data. LCTCS shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at LCTCS's business premises to LCTCS's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of LCTCS and LCTCS'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 LCTCS 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 LCTCS or a breach or alleged breach of this Agreement relating to such privacy practices.

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

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

Immediately following LCTCS's notification to the LDE and LEA of a security breach, LCTCS, the LDE, and the LEA shall coordinate with each other to investigate the security breach. LCTCS agrees to fully cooperate with LDE 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 LCTCS'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 LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the LDE or LEA.

10. Term of Agreement

This Agreement shall begin on 2/28/2018 and shall terminate on 2/28/2021. 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 LDE may terminate this Agreement at any time by giving LCTCS and all LEAs written notice of such termination.

12. Assignment of Contract

LCTCS shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the LDE. Nothing in this provision shall preclude LCTCS from subcontracting with third parties to perform work contemplated herein; however, LCTCS 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 LDE and LCTCS 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 LCTCS arising out of, or related to, this Agreement shall be 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 LCTCS, the LDE, 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 LDE of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

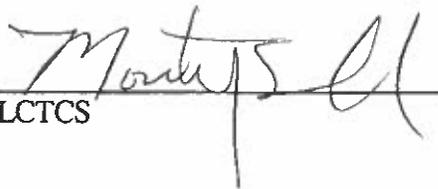
LCTCS's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. LCTCS's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until LCTCS has fully complied with its obligation to destroy data as set forth 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 28th day of February, 2018.



John C. White,
State Superintendent of Education



LCTCS