

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, the Louisiana Community and Technical College System (hereinafter referred to as "LCTCS"), in partnership with the Louisiana Department of Education (hereinafter referred to as "LDE") 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 the 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 LDE and LCTCS agree to use any data disclosed to it pursuant to this Agreement solely for the purposes described below.

- Transmitting HiSET and or GED completer data to the Local Education Agency (LEA)
- Offering students that have dropped out of the traditional educational path, the educational opportunity of HiSET completion.

3. Data

The LDE will provide the following student level data:

- Louisiana Secure ID
- First letter of the first name
- First three letters of the last name
- Day of birth
- Gender

LEAs may choose to provide the following additional student level data:

- Full first name in place of first letter of the first name

- Full last name in place of first three letters of the last name
- Full birthday in place of day of birth
- Social Security Number
- Address if available

LCTCS agrees to provide the LDE with the following student-level data:

- Test (HiSET or GED)
- Completer's pass date

The LDE, LEA, and LCTCS 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.

LDE and 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 above. LDE and LCTCS shall maintain the data in hard copy or electronic form, in an area that has limited access only to authorized personnel. Neither LDE or LCTCS shall permit removal of the data from the limited access area. LDE and LCTCS will ensure that access to the data maintained on computer files or databases is controlled by password protection. LDE and LCTCS shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. LDE and 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. LDE and LCTCS shall destroy the data provided, including all copies, whether in electronic or hard copy form, when the purposes for which the data have been shared no longer exist.

5. Restrictions on Use

LCTCS and LDE shall not use the data for any purpose not expressly permitted in this Agreement. LCTCS and LDE 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, except as permitted by law.

6. Indemnification

Each party shall defend, indemnify and hold harmless the other parties and any and all of the their 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 which are caused by the negligence of, or breach of this Agreement

by, the indemnifying party.

7. Ownership

Any data delivered, transmitted, obtained and/or prepared pursuant to this Agreement shall be the property of the sending party, and shall, upon request, be provided or returned.

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 La. R.S. 17:3914, each party shall permit security audit checks pertaining to its security and usage of student data submitted to it by the other party. Each party shall cooperate with all such security audits. Access shall be made available at all reasonable times on working days during working hours at the business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of either party and their employees pertaining to this Agreement. No person or entity will access personally identifiable student information 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 either party 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 either party or a breach or alleged breach of this Agreement relating to such privacy practices.

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

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

Immediately following the notification of a security breach, LCTCS, the LDE, and the LEA shall

coordinate with each other to investigate the security breach. Both parties agree to fully cooperate with each other and the 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 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 either party and the LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the either party and the LEA.

10. Term of Agreement

This Agreement shall begin on January 14, 2018 and shall terminate on January 14, 2023. 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

LDE or LCTCS may terminate this Agreement at any time by giving the other party and all LEAs written notice of such termination.

12. Assignment of Contract

Neither party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. Nothing in this provision shall preclude either party from subcontracting with third parties to perform work contemplated herein; however, each party 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 subcontractors 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.

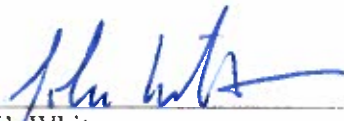
The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

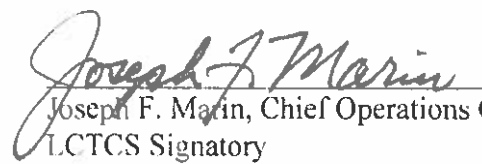
Both parties' obligations under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Both parties' obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until both parties have fully complied with its obligation to destroy 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 14th day of January, 2018.



John C. White,
State Superintendent of Education



Joseph F. Marin, Chief Operations Officer
LCTCS Signatory