

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
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, the Louisiana Department of Education (hereinafter referred to as "LDE") desires access to certain personally identifiable student information in order to support local education agencies (LEAs) in enforcing graduation requirements as put forth in Louisiana's Administrative Code Title 28 Bulletin 741 Chapter 9,

WHEREAS, LDE is "recognized by the State as an administrative agency for its public elementary and secondary schools" as defined in the Student Aid Internet Gateway (SAIG) agreement between the United States Department of Education and the Louisiana Board of Regents,

WHEREAS, the Louisiana Office of Student Financial Assistance (LOSFA) administers the higher education financial assistance programs of the state as a program under the Louisiana Board of Regents and maintains all records related to said programs,

WHEREFORE, the Louisiana Department of Education, and the Louisiana Board of Regents, do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Data Disclosure

LDE agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of ensuring students complete the FASFA prior to high school graduation and assisting LEAs as required by Bulletin 741.

2. Data

The Board of Regents agrees to provide LDE with the following student-level data:

- Louisiana Secure ID
- FASFA Completion Date

The Board of Regents reserves the right to withhold any of the foregoing data if the Board of Regents 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 LDE and the Board of Regents in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and

LA R.S. 17:3914. LDE 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 LA R.S. 17:3914.

LDE 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 functions of LDE as set forth herein. LDE shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to LDE's authorized personnel. LDE shall not permit removal of the data from the limited access area. LDE will ensure that access to the data maintained on computer files or databases is controlled by password protection. LDE shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. LDE 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 shall ensure that all printouts, tabulations and reports are edited for any possible disclosure of personally-identifiable student data or any data sets or cells of less than ten (10).

4. Restrictions on Use

LDE shall not use the data for any purpose not expressly permitted in this Agreement without the prior written approval of the Louisiana Board of Regents. LDE may publish the results, analysis or other information developed as a result of any reporting or evaluation based on the data provided under this Agreement only in summary or aggregate form, so as to prevent the disclosure of any personally identifiable student information. LDE shall not publish any document, whether in hard copy or electronic form, or otherwise disclose to any third party, except that LDE may share a student's data with a student's LEA, any student-level data or information in any form whatsoever in data sets and/or cell sizes of less than ten (10) or under any circumstances which would directly or indirectly make a student's identity easily traceable. LDE shall provide the Board of Regents with a copy of any document containing, incorporating, referencing, or which LDE has prepared in any way utilizing, any data provided to LDE pursuant to this Agreement, whether in hard copy or electronic form, that LDE intends to publish to anyone other than an authorized representative of the United States Department of Education, at least 7 business days prior to its first publication. Advance copies of such documents shall be forwarded to:

Robyn Lively
Senior Attorney
Louisiana Office of Student Financial Assistance
602 North 5th Street
Baton Rouge, LA 70802
225.219-7652
robyn.lively@la.gov

5. Indemnification

LDE shall defend, indemnify and hold harmless the Board of Regents and any and all of the Board of Regents' 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 LDE and/or any student, teacher or any other third

party as a result, directly or indirectly, of any disclosure of data by the Board of Regents pursuant to this Agreement or any re-disclosure of such data by LDE.

6. Liaison Officials

LDE's liaison and the Board of Regents' 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 Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
Kim.Nesmith@la.gov

Alice Brown
Louisiana Office of Student Financial Assistance
602 North 5th Street
Baton Rouge, LA 70802
225.219-7624
Alice.T.Brown@la.gov

7. Term of Agreement

This Agreement shall begin on February 2, 2017 and shall terminate on February 2, 2022. 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.

8. Audits

LDE shall permit the State or its authorized representatives to carry out security or audit checks pertaining to LDE's security and usage of PII. LDE shall cooperate with the Board of Regents. The Board of Regents or its authorized representatives shall have access at all reasonable times on working days during working hours at LDE's business premises to LDE's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of LDE and LDE's employees pertaining to this Agreement that are necessary for the Board of Regents to carry out such security and audit checks. The Board of Regents 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.

9. Security Breach

As used in this Agreement, "Security Breach" means (i) 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 LDE that relate to the protection of the security, confidentiality or integrity of PII, or (ii) receipt of a complaint in relation to the privacy practices of LDE or a breach or alleged breach of this Contract relating to such privacy practices.

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

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

Immediately following LDE's notification to the Board of Regents of a security breach, LDE and the Board of Regents shall coordinate with each other to investigate the security breach. LDE agrees to fully cooperate with Board of Regents in the Board of Regents' handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the Board of Regents with physical access to the facilities and operations affected; (iii) facilitating interviews with LDE'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 Board of Regents and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the Board of Regents.

10. Termination for Convenience

LDE or the Board of Regents may terminate this Agreement at any time by giving the other party written notice of such termination at least 30 days prior to such termination.

11. Assignment of Contract

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

12. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between LDE and the Board of Regents 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.

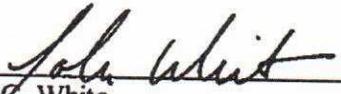
13. Survival

LDE's obligation under Clauses 1, 3, 4, 5, 6, and 12 shall survive expiration and/or termination of this

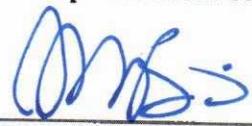
Agreement. LDE's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until LDE has fully complied with its obligation to destroy data as set forth herein.

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 2nd February, 2017.



John C. White,
State Superintendent of Education



Sujuan Williams Boutte, Ed.D,
Executive Director
Louisiana Office of Student Financial Assistance