

**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, FERPA and its implementing regulations at 34 C.F.R. 99.31 and 34 C.F.R. 99.35 allow for the sharing of student-level data with authorized representatives of the United States Department of Education or State educational authorities in connection with the audit and evaluation of Federally-supported education programs, or in connection with the enforcement of the Federal legal requirements which relate to such programs, provided that except when collection of personally identifiable information is specifically authorized by Federal law, any data collected by such officials shall be protected in a manner which will not permit the personal identification of students and their parents by other than those officials, and such personally identifiable data shall be destroyed when no longer needed for such audit, evaluation, and enforcement of Federal legal requirements.

WHEREAS, the Louisiana Board of Regents, in partnership with the Louisiana Department of Education and the Louisiana Board of Elementary and Secondary Education, administers a multi-year federal grant program entitled Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) with the purpose of increasing the number of low-income students who are prepared for post-secondary education.

WHEREAS, the Louisiana Office of Student Financial Assistance (LOSFA) administers the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) grant as a program under the Louisiana Board of Regents and maintains all records related to said program,

WHEREAS, FERPA and its implementing regulations at 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, the Board of Regents desires access to certain personally identifiable student information in order to submit, as a mandatory requirement of the GEAR UP grant, certain reports to the United States Department of Education for the purposes of the United States Department of Education's monitoring and evaluation of the grant,

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as "LDE") and the Louisiana Board of Regents (hereinafter referred to as "the Board") do enter into this Agreement subject to the terms and conditions as specified herein.

This Data Sharing Agreement, upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and the Board of Regents related to this purpose, GEAR UP grant.

1. Purpose of the Data Disclosure

The Board agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of producing required reports to the United States Department of Education regarding the GEAR UP grant.

2. Data

LDE agrees to provide the Board with the following student-level (for the students whose parents have provided written consent for the disclosure of such information), teacher, and school data:

- demographic data
- enrollment data
- attendance data
- discipline data
- course data, including AP, DE, and any other courses that may be provided by a third party vendor
- assessment data, including EOC and other standardized test data
- teacher data

LDE reserves the right to withhold any of the foregoing data if 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 LDE and the Board 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. The Board 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.

The Board 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 GEAR UP grant reporting functions referenced herein. The Board shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to the Board's authorized personnel. The Board shall not permit removal of the data from the limited access area. The Board will ensure that access to the data maintained on computer files or databases is controlled by password protection. The Board shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. The Board 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. The Board 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). The Board shall, under supervision of LDE, destroy the data, including all copies, whether in electronic or hard copy form, when the federal GEAR UP grant reporting and data retention requirement set forth in 34 CFR 80:42 has expired.

4. Restrictions on Use

The Board shall not use the data for any purpose not expressly permitted in this Agreement without the prior written approval of the Louisiana State Superintendent of Education. The Board 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. The Board shall not publish any document, whether in hard copy or electronic form, or otherwise disclose to any third party, except for authorized representative of the United States Department of Education, 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. The Board shall provide LDE with a copy of any document containing, incorporating, referencing, or which the Board has prepared in any way utilizing, any data provided to the Board pursuant to this Agreement, whether in hard copy or electronic form, that the Board 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:

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

5. Indemnification

The Board shall defend, indemnify and hold harmless 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 the Board and/or any student, teacher or any other third party as a result, directly or indirectly, of any disclosure of data by the LDE pursuant to this Agreement or any re-disclosure of such data by the Board.

6. Liaison Officials

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

Dr. Tireka Cobb
1201 North 3rd Street

Suite 6-200
Baton Rouge, LA 70802
Tireka.Cobb@LA.GOV
225-342-4253

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

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

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

The Board shall: (i) provide the state with the name and contact information for an employee of the Board who shall serve as the State'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 State in writing of a security breach after the Board becomes aware of it; and

Immediately following the Board's notification to the State of a security breach, the Board and the State shall coordinate with each other to investigate the security breach. The Board agrees to fully cooperate with State in State's handling of the matter, including, without limitation: (i) assisting with

any investigation; (ii) providing the State with physical access to the facilities and operations affected; (iii) facilitating interviews with the Board'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 (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State.

10. Termination for Convenience

LDE or the Board 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

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

12. Jurisdiction, Venue and Governing Law

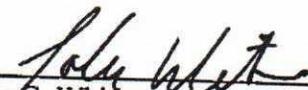
Exclusive jurisdiction and venue for any and all suits between LDE and the Board arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

13. Survival

The Board's obligation under Clauses 1, 3, 4, 5, 6, and 12 shall survive expiration and/or termination of this Agreement. The Board's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until the Board 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 day of February 2017.



John C. White,
State Superintendent of Education



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