



ACCOUNTABILITY DATA CERTIFICATION MMCS 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. and La. R.S. 17:3914 make personally identifiable student information and other student level data in education records confidential and, subject to certain exceptions, prohibit the disclosure of such information to third parties and impose penalties, including criminal penalties, for unauthorized disclosures of such data to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, R.S. 17:3914 allows for Local Educational Agencies to contract with a private entity for student and other educational services and release personally identifiable information pursuant to the terms of the Contract,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as "State") and MMCS Consulting, LLC (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which Contractor will provide the services to the State and Local Educational Agencies (LEAs),

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

This Data Sharing Agreement (hereinafter referred to as "Agreement"), upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and MMCS Consulting, LLC. related to the purpose stated below.

1. Local Educational Agencies Stipulation

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

2. Purpose of the Disclosure

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of operating the Data Certification System which allows school systems to review and certify the academic analysis of student assessment results and enrollment records and allows the LDOE to audit those records for usage in the Louisiana School and Center Accountability system.

3. Data

The State agrees to provide the Contractor with the following student-level data solely for the purposes of providing services to the State.

- Identification
 - Louisiana Secure ID
 - First three letters of last name
 - First letter of first name
 - Day of birth
- Demographics
 - Economically disadvantaged status
 - Race/Ethnicity
 - Gender
 - English Proficiency status
 - Homeless
 - Foster care
 - Military Affiliation
 - Education Program (Regular or Special Education)
- Academic Information
 - LEAP 2025 grades 3-8 and high school, LEAP Connect, and ELPT test score and level for each test the student took
 - ACT highest composite score with accompanying ACT index and WorkKeys highest certificate earned
 - Credit accumulation information for DCAI, based on student enrollment and transcript entries
 - Graduation date, exit and entry dates
 - Other assessment or credential data (AP, DE, IB, IBC)
- School Information about the student
 - School system name and school system code
 - School name and sitecode
 - Flag for accountability inclusion based on accountability policy
 - Interest and Opportunity student counts
- Early childhood site and classroom level data
 - Site name
 - Enrollment
 - Teacher child ratio
 - Teacher name, degree, and certification

LEAs will review the information in the system. If there are discrepancies or missing data, LEAs may upload documentation for the LDOE to review.

The parties providing the data 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.



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4. Confidentiality

This Agreement is entered into by Contractor 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 La. R.S. 17:3914. Contractor 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 and will not be disclosed by Contractor to any third party. Final reports made by Contractor that do not include individual student identifiable information are not part of this confidentiality.

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

Contractor shall not use the data for any purpose not expressly permitted in this Agreement without prior written approval of the Louisiana State Superintendent of Education, except in the event of a dispute between the parties to this Agreement. Contractor 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 make a student's identity easily traceable. Any questions by Contractor regarding the implementation of this Agreement shall be directed to:

Laura Boudreaux
Director of Research and Data Privacy
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.219.7368
laura.boudreaux@la.gov

6. Indemnification



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Contractor's indemnification obligations for breach of this Agreement shall be the same as Contractor's indemnification obligations as provided in Contractor's contract with the State for the above stated purpose.

7. Ownership

All records, reports, documents, or other data material related to this Agreement and/or obtained or prepared by Contractor in connection with this Agreement shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Agreement. However, Contractor shall be allowed to obtain and maintain copies of final reports made by Contractor related to the work for five (5) years after completion of the work, and after such period shall return or destroy such copies.

8. Audits

Contractor shall permit the State or its authorized representative(s) to carry out security or audit checks pertaining to Contractor's security and usage of PII. Contractor shall cooperate with the State. State or its authorized representative(s), upon reasonable notice of not less than seven (7) days at a mutually-agreed-upon time and date with the Contractor, shall have access to Contractor's business premise, to Contractor's employees assigned to the Project, together with records, books and correspondence and other papers and documentation or media in possession of Contractor and Contractor's employees pertaining to this Agreement in order to carry out such audit check. Such security or audit checks shall not exceed more than one time or during each six month period of this Agreement. The State or its authorized representative(s) shall have the right to reproduce and/or retain copies at is expense of any of the aforementioned information and documents.

9. Security Breach

As used in this Agreement "Security Breach" means 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 Contractor 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 Contractor or a breach or alleged breach of this Agreement relating to such privacy practices.

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

Contractor shall:(i) provide the State with the name and contact information for an employee of Contractor who shall serve as State's primary security contact and shall be available to assist the State in resolving issues and fulfilling obligations associated with a security breach; (ii) immediately notify the State in writing of a security breach after Contractor becomes aware of it; and



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Immediately following Contractor's notification to the State of a security breach, the Contractor, and the State shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with 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 Contractor'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.

10. Liaison Officials

The State's liaison and the Contractor's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Laura Boudreaux
Director of Research and Data Privacy
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.219.7368
laura.boudreaux@la.gov

Mark K. Mossavat
President, MMCS Consulting, LLC.
8200 North Mopac, Suite 245
Austin, TX 78759
mmossavat@mmcsconsulting.com
866-349-7143

11. Term of Agreement

This Agreement shall begin on October 1, 2022 and shall terminate on October 31, 2027. 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.

12. Termination for Convenience

The State may terminate this Agreement at any time by giving the Contractor and all LEAs written notice of such termination.

13. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation,



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without prior written consent of the State.

14. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor 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.

Exclusive jurisdiction and venue for any and all suits between the LEA and Contractor 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 the Contractor, 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.


15. Survival

Contractor's obligation under Clauses 1, 3, 4, 5, 6, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 7 and 8 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 1st day of October, 2022.

DocuSigned by:

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Dr. Cade Brumley
State Superintendent of Education



Mark K. Mossavat
President, MMCS Consulting, LLC.