DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement"), is made and entered into by and between Louisiana Department of Education ("State") and University of Louisiana at Lafayette ("Contractor"). Additionally, by signing Addendum A, various Local Educational Agencies in Louisiana (each individually an "LEA") shall become a party hereto and shall be subject to the terms of this 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 ("PII") 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 PII data with contractors performing work on their behalf;

WHEREAS, La. R.S. 17:3914 allows local educational agencies to contract with a public or private entity for student and other educational services and release PII; and

WHEREAS, State and Contractor hereby enter into this Agreement pursuant to which Contractor will provide services to State and LEA(s).

NOW THEREFORE, the Parties enter into this Agreement subject to the terms and conditions as specified herein.

1. Local Educational Agencies Stipulation

LEA(s) shall submit student data directly to Contractor. Contractor hereby agrees to be bound to all of the provisions of this Agreement with respect to any student data provided directly to Contractor by State and/or LEA(s).

2. Purpose of the Disclosure

Contractor agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of producing the reports and/or evaluations regarding the student writing samples for State. In doing so, Contractor will share such reports and the data specified in Section 3 herein with the Literacy Design Collaborative, who also has a separate Data Sharing Agreement with State and LEAs.

3. Data

LEAs agrees to provide Contractor with the following data:

- Student writing sample with unique identifier; and
- School and LEA identifier.

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 Contractor and State in accordance with the provisions of FERPA and La. R.S. 17:3914. Contractor 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 La. R.S. 17:3914 and therefore will not be disclosed by Contractor to any third party except as provided in this agreement.

Except as authorized herein, 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 personnel who have a need for the data to perform the services referenced in this Agreement. Contractor shall maintain the data 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 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. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party, except as provided in this Agreement, any PII in any form whatsoever or under any circumstances which would directly or indirectly make a student's identity traceable.

6. Indemnification

Contractor shall defend, indemnify, and hold harmless State and any and all of State'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 PII submitted to Contractor pursuant to this Agreement, except to the extent that they are due to the fault or negligence of State.

Contractor shall defend, indemnify, and hold harmless LEA and any and all of 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 PII submitted to Contractor pursuant to this Agreement, except to the extent that they are due to the fault or negligence of LEA.

7. Ownership

Any data delivered or transmitted to Contractor by State and/or obtained or prepared by Contractor for State pursuant to this Agreement shall become the property of State, and shall, upon request, be provided or returned by Contractor to State.

Any data delivered or transmitted to Contractor by LEA and/or obtained or prepared by Contractor for LEA pursuant to this Agreement shall become the property of LEA, and shall, upon request, be provided or returned by Contractor to LEA. Any documents, materials, and/or products created or developed by Contractor under this Agreement for LEA shall be the property of LEA.

No records, reports, documents, materials, or products created or developed under this Agreement shall be distributed to third parties except as provided in this Agreement.

8. Security Audits

Pursuant to in La. R.S. 17:3914, Contractor shall permit security audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at Contractor's business premises to Contractor's employees, together with records, books, and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement. No person or entity will access PII submitted to Contractor pursuant to this Agreement 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 PII submitted to Contractor pursuant to this Agreement 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 submitted to Contractor pursuant to this Agreement, or 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 best efforts, in accordance with industry standards, to prevent Security Breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, 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.

Contractor shall: (i) provide State and LEA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week in resolving issues and fulfilling obligations associated with a Security Breach; (ii) immediately notify State and LEA via email, SMS text, or a phone call once Contractor becomes aware of a Security Breach.

Immediately following Contractor's notification to State and LEA of a Security Breach, Contractor, State, and LEA shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with State and LEA in its 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 Contractor's employees and others involved in the matter; (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 State and LEA; and (v) providing any notices to persons or organizations affected by the Security Breach as required by law and as required by State or LEA.

10. Term of Agreement

This Agreement shall begin on February 18, 2019 ("Effective Date") and shall terminate on February 18, 2022 ("Termination Date"). 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 Termination Date.

11. Termination for Convenience

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

12. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of State and any relevant LEA. Nothing in this provision shall preclude Contractor from subcontracting with third parties to perform work contemplated herein; however, Contractor 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. Survival

Contractor's obligation under Clauses 1, 2, 4, 5, 6, and 7 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 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 authorized representatives of the parties hereto have executed this Agreement as of the dates indicated below.

Louisiana Department of Education

John C. White 3/1/19

John C. White — Date
State Superintendent of Education

University of Louisiana at Lafayette

3-1-19

Dr. Jaimie Hebert — Date
Provost and Vice President for
Academic Affairs

ADDENDUM A

ADDENDUM A TO DATA SHARING AGREEMENT BETWEEN LOUISIANA STATE DEPARTMENT OF EDUCATION AND UNIVERISITY OF LOUISIANA AT LAFAYETTE

The _____ School Board ("School Board") hereby executes, through its authorized representative, this Addendum to the Data Sharing Agreement (the "Agreement") between the Louisiana State Department of Education ("State") and University of Louisiana at Lafayette ("University"). By executing this Addendum, School Board, State, and University are bound to one another pursuant to all the terms and conditions of the Agreement, including but not limited to those terms governing any and all student data provided directly to University. Nothing herein shall in any way affect or prejudice State in its exercise of any rights granted to it under the Agreement.

_____

Signature of School Board's Authorized Representative

_____

Printed Name of School Board's Authorized Representative

_____

Date