

<p style="text-align: center;"><b>STATE OF LOUISIANA DEPARTMENT OF EDUCATION DATA SHARING AGREEMENT</b></p>
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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, R.S. 17:3914 allows for Local Educational Agency to contract with a private entity for student and other educational services and release personally identifiable pursuant to the terms of the contract,

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, the Louisiana Department of Education (hereinafter referred to as “State”) and the iSTEEP, LLC (hereinafter referred to as “Contractor”) have entered into a contractual arrangement pursuant to which Contractor will provide the services to State and 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 iSTEEP, LLC.

## **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 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 the providing the services to the State and LEAs.

The contractor will support the implementation of the System to Enhance Educational Performance (STEEP) as a common benchmarking and progress monitoring system for students in grades 4-12 in LEAs and schools participating in Louisiana’s Striving Readers Comprehensive Literacy (SRCL) Program.

### **3. Data**

The LEAs agree to provide Contractor with the following student-level data:

Name

Id

Date of Birth

Demographics

The LEA reserves the right to withhold any of the foregoing data if the LEA determines that disclosure of such data would violate any provision of state or federal law.

### **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 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 R.S. 17:3914 and will not be disclosed by Contractor to any third party.

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 referenced above. 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 destroy the data provided to Contractor, including all copies, whether in electronic or hard copy form, when the services referenced above 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 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.

### **6. Indemnification**

Contractor shall defend, indemnify and hold harmless the State and any and all of the 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 student data, except to the extent that they are due to the fault or negligence of the State.

Contractor shall defend, indemnify and hold harmless any LEA and any and all of the 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 student data, except to the extent that they are due to the fault or negligence of the LEA.

## **7. Ownership**

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

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

No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit.

## **8. Security Audits**

Pursuant to in La. R.S. 17:3914, the Contractor shall permit security or audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with the 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 that are necessary to carry out such security and audit checks. No person or entity will access PII 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 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 personally-identifiable student information, 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 the State and LEA with the name and contact information for an

employee of Contractor who shall serve as the State's and LEA'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 and LEA via email, SMS text, and telephone once the Contractor becomes aware of a security breach.

Immediately following Contractor's notification to the State and LEA of a security breach, Contractor, the State, and the LEA shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State and 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 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 and LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA.

## **10. Term of Agreement**

This Agreement shall begin on July 31, 2015 and shall terminate on September 30, 2016. 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**

The State may terminate this Agreement at any time by giving Contractor and 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 the State.

## **13. 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 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

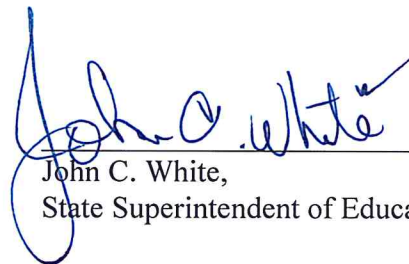
The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

#### 14. Survival

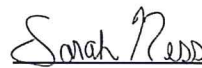
Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

**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 29<sup>th</sup> day of July, 2015.



John C. White,  
State Superintendent of Education



Sarah Ness  
iSTEPP, General Manager

**ADDENDUM TO DATA SHARING AGREEMENT BETWEEN THE LOUISIANA STATE DEPARTMENT OF  
EDUCATION AND ISTEOP, LLC.**

The CLATBORNE School Board (School Board) hereby executes, through its authorized representative, this addendum to the data sharing agreement between the Louisiana State Department of Education and **ISTEOP, LLC.** (the Agreement) in order to invoke the stipulation contained in the Agreement which, upon unilateral execution of this addendum by School Board, binds **ISTEOP, LLC.** to all the terms and conditions of the Agreement with respect to any and all student data provided directly to **ISTEOP, LLC.** Nothing herein shall in any way affect or prejudice the Louisiana Department of Education in its exercise of any rights granted to it under the Agreement.

William Kennedy  
Signature of School Board's Authorized Representative

WILLIAM KENNEDY  
Printed Name of School Board's Authorized Representative

8/13/15  
Date