



# 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 allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31(b)(1) allow for the sharing of personally identifiable student information with organizations under circumstances in which parental permission has been obtained,

WHEREAS, La R.S. 17:3913(F) requires protection of personally identifiable student information in a manner that allows only specifically authorized access individuals and entities the ability to do so,

WHEREAS, La 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, La R.S. 17:3914 allows for the Claiborne Parish School Board to share data outside the state of Louisiana for purposes of academic analysis of assessments,

WHEREAS, the Claiborne Parish School Board (hereinafter referred to as "District") and **Learn By Doing, Inc** (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which the Contractor will provide services to the District.

WHEREFORE, the District 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 District and the Contractor. Subject to the foregoing, the terms of any original Agreement shall remain in full force and effect in accordance to all applicable law.

## 1. Purpose of the Disclosure

The Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of providing services to the District for Assessments and Services related to Albert. Student data provided directly to the Contractor by the student or the student's parent/guardian is not subject to this Agreement. Contractor shall comply with all applicable data protection, privacy laws, and regulations.

## 2. Data

The District will provide the following Student data via Clever , the authorized third party represented of the District: (Add additional data shared or remove data not being shared)

- Louisiana Secure ID
- Full first name
- Full last name
- Full birthday
- Grade
- School and LEA identifiers

In accordance with Louisiana Act 387, Contractor shall not include or use Social Security Numbers as the basis of primary student identifiers. The District reserves 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 the District 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 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 unauthorized third party as described within this Agreement.

Contractor shall retain the original version of the data 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 unless legally required. Contractor will ensure that access to the data maintained on computer files or databases is controlled by strong, modern authentication protocols. 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 District, 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.

Contractor is permitted to disclose confidential information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and the District at least as restrictive as this Agreement.

Contractor agrees that if this Agreement is terminated or expires, Contractor shall return all data to the District in a usable electronic format. Contractor further agrees to erase, destroy, and render unreadable, all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Contractor shall certify in writing that these actions have been completed within 30 days of the termination of the Contract or within seven (7) days from receipt of any request by the District, whichever comes first.

## **5. Restrictions on Use**

Contractor shall not distribute, use, or share Student data for any purpose not expressly permitted in this Agreement, including commercial advertising, marketing, or any other commercial purpose. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any unauthorized third party any Student data or information in any form whatsoever or under any circumstances which would directly or indirectly make a student's identity traceable, except as otherwise required by law. Contractor shall provide data in a structured, commonly used, and machine-readable format upon request by the District to facilitate data portability for parents and students. Contractor may also, upon request, disclose to any student his or her own data or disclose to parents or guardians Student data of their sons, daughters, or other students over whom they have parental rights. Contractor may also disclose Student data to government agencies to comply with the law or in response to legal or administrative processes such as subpoenas. Prior to disclosing any Student data in response to a legal or administrative process such as a subpoena, **Learn By Doing, Inc** shall provide notice to affected students or their parents or guardians and provide such students/parents /guardians a reasonable opportunity to object to the disclosure (move to quash). The term "unauthorized third party" for purposes of this Agreement does not include governmental agencies and educational institutions that have authority over schools or students (e.g., Louisiana Department of Education); students or their parents/guardians; parties with whom students or their parents/guardians have authorized Contractor to disclose the Student data; or; subcontractors who have agreed in writing to provide at least as restrictive protections for student data as this Agreement.

As required by Federal and State law, Contractor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to any unauthorized third party.

## **6. Indemnification**

Contractor shall defend, indemnify and hold harmless the District and any and all of the District'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 District.

## **7. Ownership**

Any data delivered or transmitted to the Contractor by the District pursuant to this Agreement is the property of the District and shall only be used by the Contractor as allowed in this Agreement and will be retained and destroyed in accordance with those Agreements.

While data delivered by the District remains the property of the District, Contractor shall fulfill all legal obligations to provide parents and students access to their own student records as required by FERPA, La. R.S. 17:3913(F), and La. R.S. 17:3914.

## **8. Security Measures**

Contractor must protect personally identifiable information by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, etc. Contractor network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Contractor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Contractor agrees to maintain secure systems according to industry standards (such as SOC 2 Type II, NIST SP 800-53, or ISO/IEC 27001) that are patched, up to date, securely configured, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Contractor to access personally identifiable student data, Contractor shall implement appropriate forms of modern authentication and authorization protocols to identify and permit the specific individual who is accessing the information. Contractor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Contractor shall not allow any individual or entity unauthenticated, unauthorized, or insecure access to confidential personally identifiable student records or data at any time.

Contractor shall implement appropriate measures to ensure the confidentiality, integrity, and availability of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to the District or any individual identified by the data.

Contractor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No District data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the District.

Contractor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Contractor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

## **9. Security Audits**

Pursuant to La. R.S. 17:3914, and all applicable state and federal law, the Contractor shall permit security audit checks pertaining to Contractor's security and usage of student data. Contractor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the District, shall have the option to audit Contractor's service. Contractor shall cooperate with all security audits. Physical access to Contractor's business premises for security audits may be conducted under the supervision of Contractor security personnel to ensure all legal compliance. 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 except as authorized by law. Records pertaining to the service shall be made available to auditors and the District when requested.

## **10. Security Breach**

As used in this Agreement "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of 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 a breach or alleged breach of this Agreement. This definition applies regardless of whether Contractor stores and manages the data directly or through a contractor, such as a cloud service provider. Contractor shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Contractor's response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards (such as NIST SP 800-61), 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 agrees to comply with the requirements of La. R.S. 51 :3071 et seq. (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, Contractor agrees to notify the District immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the District and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release. Contractor shall: (i) provide the District with the name and contact information for an employee of Contractor who shall serve as the District's primary security contact and shall be available to assist District as a contact in resolving issues and fulfilling obligations associated with a security breach; (ii) immediately notify the District via email or phone call to the District contacts which have been provided to the Contractor as soon as becoming aware of a security breach. Immediately following Contractor's notification to the District of a security breach, the District shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with District in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected and 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 District and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the District.

## **11. Term of Agreement**

This Agreement shall begin on 7-1-2026 and shall terminate on when Contractor is no longer in possession of District data. 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**

Either party may terminate this Agreement upon written notice to the other party in the event that the other party breaches its obligations under the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. The District reserves the right to amend or terminate this Agreement without cause at any time giving written notice to the Contractor. The Contractor may request amendment or termination of this Agreement giving written notice within thirty (30) days to the District, subject to the approval of the District.

### **13. Assignment of Contract**

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

### **14. Jurisdiction, Venue and Governing Law**

Contractor acknowledges and agrees that unauthorized disclosure, use, or retention of protected information may irreparably damage the District in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the District shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure, use, or retention of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants the District the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

Exclusive jurisdiction and venue for any and all suits between the District and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 2nd Judicial District Court, Parish of Claiborne, State of Louisiana.

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

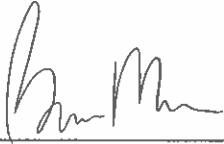
### **15. Survival**

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 14 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8, 9, and 10 shall survive expiration and/or termination of this Agreement until the Contractor has fully complied with its obligation to destroy data as set forth herein, along with all applicable legal penalties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of **June 17, 2026**,

(Insert Vendor Name)

CLAIBORNE PARISH SCHOOL BOARD



Authorized Representative

**Bonnie McShane**

Authorized Representative Name (Print)

**School Operations Associate**

Title

**6/17/26**

Date



Bewanichi Sheppard (Signature)

**Bewanichi Sheppard**

(Print)

**Federal Programs and Technology Supervisor**

Title

**6-17-26**

Date

