

**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 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 Research Foundation for SUNY on behalf of College at Oneonta and its ESCORT program (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which Contractor will provide the services to the State.

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31(b)(1) allow for the sharing of student information ("data") with organizations under circumstances in which either parental permission has been obtained, or a student of legal majority has authorized such disclosure; and

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

## **1. Purpose of the Disclosure**

The Contractor will assist the State fulfill its statutory and regulatory obligations under Title I, Part C, Migrant Education Program (MEP) in the areas of new student identification, parental involvement, federal reporting, and program evaluation.

## **2. Data**

The State agrees to provide Contractor with the following student-level data solely for the purposes provided above where parent has provided written consent for the disclosure of such information.

- Name
- Student ID / SSN
- Student demographics
- DOB / Age
- Grade
- Parent information and number of home visits
- Parent employment information
- Special Ed
- Intervention action and need
- Student medical information
- Attendance
- Academic Performance
- Activity Code
- Advocate
- Funded

- Title I Funded
- Assessment
- Course information
- Seasonal or Temporary Flag
- School Year Interrupted
- FTE All Paraprofessional, Counselor, Qualified Paraprofessional, Record Staff, Recruiters, State Director, and Teachers for Regular and Summer Terms
- Numbers of All Paraprofessionals, Counselors, Qualified Paraprofessionals, Record Staff, Recruiters, Teachers, and State Directors for Regular and Summer Terms
- Recruiter Name and Code

The State reserves the right to withhold any of the foregoing data if the State 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 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 RS 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 RS 17:3914 and therefore 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 personnel who have a need for the data to perform the services referenced above. 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 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.

### **4. Restrictions on Use**

Contractor 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. Contractor may publish the results, analysis or other information developed as a result of any research 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. Contractor cannot publish 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 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 traceable. Contractor shall provide the State with a copy of any document containing, incorporating, referencing, or which Contractor has prepared in any way utilizing, any data provided to Contractor pursuant to this Agreement, whether in hard copy or electronic form, that Contractor intends to publish, at least 7 business days prior to its first publication. Advance copies of such documents

shall be forwarded to:

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](mailto:kim.nesmith@la.gov)

## **5. 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.

## **6. Ownership**

Any records, reports, documents, materials, and/or products created or developed by Contractor with the data provided under this Agreement shall be the property of the Contractor. Contractor agrees to provide the State with a copy of any and all records, reports, documents, materials and/or products created or developed by the Contractor with the data provider under this Agreement within seven (7) business days from the date they are finalized. Contractor grants the State a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, distribute and display, and to make derivative works from, any of the records, reports, documents, materials and/or products created by Contractor with data provided pursuant to this Agreement.

## **7. Security Audits**

Pursuant to in La. R.S. 17:3914, the 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 with 24 hour notice. No person or entity will access PII except as authorized by law.

## **8. Security Breach**

As used in this Agreement "Security Breach" means any act or omission that compromises the security and confidentiality of 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 with the name and contact information for an employee of Contractor who shall serve as the State's primary security contact and shall be available to assist State on an as-needed basis as a contact 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

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

## **9. 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:

Kim Nesmith  
Data Governance and Privacy Director  
P.O. Box 94064  
Baton Rouge, LA 70804  
[Kim.Nesmith@la.gov](mailto:Kim.Nesmith@la.gov)  
225-342-1803

Denise Straut  
Director of Sponsored Programs  
The Research Foundation for SUNY at SUNY Oneonta  
Bacon Hall – 108 Ravine Parkway  
Oneonta, NY 13820  
[Denise.Straut@oneonta.edu](mailto:Denise.Straut@oneonta.edu)  
607-436-2525

## **10. Term of Agreement**

This Agreement shall begin on September 12, 2016 and shall terminate on August 31, 2019. 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 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. 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 subcontractors shall explicitly make such subcontractor subject to the audit provisions contained herein.

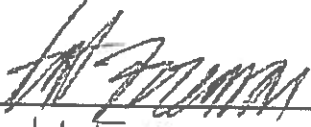
### 13. Survival

Contractor's obligation under Clauses 1, 3, 4, 5, and 6 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.

**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 12<sup>th</sup> day of September, 2016.

  
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John C. White,  
State Superintendent of Education

 9/13/16  
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Todd Foreman, operations manager  
The Research Foundation for SUNY