



ACT & WORKKEYS ASSESSMENT DATA FOR NON-STATE TESTING PURCHASED BY LEAs UNDER DIRECT CONTRACTS WITH ACT

ACT EDUCATION CORP. 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. 17:3914 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 Louisiana Department of Education to share data outside the state of Louisiana for purposes of academic analysis of assessments,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as "State") and ACT Education Corp. (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which the Contractor will provide services to 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.

1. Local Educational Agencies Stipulation

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana may submit student data directly to the Contractor under individual agreements between the Contractor and the LEA for ACT and ACT WorkKeys assessments. 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. The State shall provide the Contractor with a list of LEAs that have signed an addendum to this Agreement authorizing the Contractor to share data with the state. LEAs that choose to opt into this agreement agree for the Contractor to share these student-level assessment results with the State's contracted data warehouse vendor for the state enrollment data collection system.

2. Purpose of the Disclosure

With LEA permission, the Contractor agrees to share data collected under direct agreements between the Contractor and the LEAs for ACT and ACT WorkKeys Assessments with the State for the purposes of state assessment and accountability process. Student data provided directly to Contractor by the student or the student's parent/guardian is not subject to this Agreement. Both the Contractor and the LDOE may use these data for educational research, program evaluation, statistical analysis, reporting, continuous improvement, and other authorized activities related to the administration, effectiveness, implementation, and impact of educational programs, services, and initiatives.

3. Data

The Contractor agrees to provide the State with the following, through the contracted vendor for the statewide student unique identification. The contracted ID vendor will add the Louisiana Secure ID and remove the personally identifiable information described below prior to sharing student level data with the State.

- Louisiana Secure ID
- Full Student Name (Contractor ID vendor shall remove full name and replace with the first letter of the first name and the first three letters of the last name)
- Date of Birth (Contracted ID vendor shall remove the year and month of birth and replace with day of birth only)
- Grade
- School and LEA identifiers
- ACT assessment data
- WorkKeys data

The State will not have access to any student personally identifiable information except as provided in La. R. S. 17:3914.

The State and 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. 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.

5. Security Audits

Pursuant to in La. R.S. 17:3914, the Contractor shall permit the State or its authorized representatives to carry out security or 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 except as authorized by law.

6. 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.

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 as a contact in resolving issues and fulfilling obligations associated with a security breach; (ii) notify the State and LEA via email or phone call to the State and LEA contacts which have been provided to the Contractor as soon as possible but not more than 72 hours following the Contractor becoming 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 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 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.

7. 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 are:

Laura Boudreaux
Director of Research and Data Privacy
Louisiana Department of Education
1201 North Third Street
Baton Rouge, LA 70803
225-219-7368
laura.boudreaux@la.gov

Jason Happel
General Counsel
ACT Education Corp.
500 ACT Drive

Iowa City, IA 52243
(319) 337-1000
contract.services@act.org

8. Term of Agreement

This Agreement shall begin on July 1, 2026 and shall terminate on June 30, 2033. 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.

9. Termination for Convenience

Either party may terminate this Agreement upon written notice to the other party in the event that 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. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. The State shall pay ACT for all Assessments and Services delivered through the date of termination.

10. 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 subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

11. 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 filed and adjudicated in the 19th 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 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.

12. Survival

Contractor's obligation under Clauses 2, 4, 5, and 12 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 9 and 10 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 the date indicated below.

DocuSigned by:

Cade Brumley

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Dr. Cade Brumley

State Superintendent of Education

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7/29/2026

Signed by:

Patrick Milano

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7/22/2026

Patrick Milano

Chief Financial & Transformation Officer

Act Education Corp.