



INSTRUCTURE, INC. (Sub-Contractor of AMIRA LEARNING) 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, 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, the Louisiana Department of Education (hereinafter referred to as "State") and Amira Learning (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). The Contractor has requested that Instructure, Inc. ("Sub-Contractor") to process certain data, as defined in Section 3 below, originating from the State and/or the LEAs for the purposes of the Sub-Contractor providing services to the Contractor.

WHEREFORE, the State and the Sub-Contractor do enter into this Data Sharing Agreement ("Agreement") subject to the terms and conditions as specified herein.

1. Local Educational Agencies Stipulation

The Sub-Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Sub-Contractor. The Sub-Contractor hereby agrees to be bound, vis-à-vis any and all such Louisiana LEAs that unilaterally sign an addendum to this Agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Sub-Contractor by such Louisiana LEAs.

2. Purpose of the Disclosure

The Sub-Contractor agrees to collect and use any student data disclosed to it pursuant to this Agreement solely for the purposes of evaluating the implementation of Amira Learning in grades K- 6 by assessing literacy skills.



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3. Data

The State will provide the Sub-Contractor with the following data, for school systems that have opted into this agreement, solely for the purposes provided above (collectively the “Student Data”). These data will be linked via the Louisiana Student ID (LASID) to Amira Learning usage data, provided to the Sub-Contractor by the Contractor.

- Louisiana Student ID (LASID)
- Student-level assessment data (DIBELS and Louisiana Educational Assessment Program (LEAP; reading subscores)
- Student-level demographic data (race/ethnicity, economically disadvantaged status, English language learner (ELL) status, student special education services status, gender, grade)

The State will also provide randomized student-level data for students in selected comparable school systems to be used for comparison purposes. Those data will include:

- Randomized student identifier
- Student-level assessment data (DIBELS and Louisiana Educational Assessment Program (LEAP; reading subscores)
- Student-level demographic data (race/ethnicity, economically disadvantaged status, English language learner (ELL) status, student special education services status, gender, grade)

The Contractor will provide the following data to the Sub-Contractor that will be linked via LASID:

For the purpose of the research study, the Sub-Contractor will connect (merge) separate LDOE and Amira Learning usage data files using the LASIDs. Included in the Amira Learning usage files are the following data elements:

- LASID
- Amira Learning Usage Metrics. 2023-24 student and usage data i.e.,
 - a. number and frequency of reading practice sessions completed,
 - b. active time on platform, and
 - c. location of access (before or after school hours).

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. Confidentiality



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This Agreement is entered into by Sub-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 La. R.S. 17:3914. The Sub-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 Sub-Contractor to any third party.

Contractor shall retain the original version of the Student 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. Sub-Contractor shall maintain the Student Data in hard copy or electronic form, in an area that has limited access only to Sub-Contractor's authorized personnel and authorized third-party processors. Sub-Contractor shall not permit removal of the Student Data from its' network and systems except as permitted in this Agreement. Sub-Contractor will ensure that access to the Student Data maintained on its' computer files or databases is controlled by password protection. Sub-Contractor shall establish procedures to ensure that the Student Data cannot be extracted from a computer file or database by unauthorized individuals. Sub-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. Sub-Contractor shall, under supervision of the State, destroy the Student Data provided to Sub-Contractor, including all copies, whether in electronic or hard copy form, Agreement is terminated, whichever occurs first.

5. Restrictions on Use

The Sub-Contractor shall not use the Student Data for any purpose not expressly permitted in this Agreement. Sub-Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any 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.

6. Indemnification

The Sub-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 Sub-Contractor's storage and processing 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



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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.

Unless prohibited by applicable law, Sub-Contractor's aggregate liability under this section shall not exceed \$100,000.

7. Ownership

Any Student Data delivered or transmitted to the Sub-Contractor by the State and/or obtained by Sub-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 Student Data delivered or transmitted to the Sub-Contractor by an LEA and/or by Sub-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. .

8. Security Audits

Pursuant to in La. R.S. 17:3914, no more than once annually, or as required by applicable law, the Sub-Contractor shall permit security audit checks pertaining to Contractor's security and usage of student data. Contractor shall reasonably 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 its documentation about its security program. No person or entity will access personally identifiable information 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 the Student Data received, stored, or processed by Sub-Contractor under this Agreement.

Sub-Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent a Security Breach. 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.

Sub-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)



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promptly, but in no more than seventy-two (72) hours, notify the State and the applicable LEA via email, SMS text, or a phone call to the State and the LEA contacts which have been provided in this Agreement, once the Contractor becomes aware of a Security Breach.

The contact for the State is: Laura Boudreaux, Director of Research and Data Privacy.

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 March 10, 2024, and shall terminate on August 31, 2025. 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 all LEAs written notice of such termination.

12. Assignment of Contract

Sub-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 Sub-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, all provisions of this Agreement.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Sub-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.



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Exclusive jurisdiction and venue for any and all suits between the LEA and Sub-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 Sub-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.

14. Survival

Sub-Contractor’s obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Sub-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 Student Data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

DocuSigned by:

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Dr. Cade Brumley,
State Superintendent of Education

DS


12/10/2024

Date Signed



Daisy Bennett, AGC & DPO
Instructure, Inc.
6330 S 3000 E, Suite 700
Salt Lake City, UT 85121

October 28, 2024
Date Signed