



K-3 LITERACY SCREENER AMPLIFY 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, and 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 the 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 Amplify Education, Inc. (hereinafter referred to as "Contractor") have entered into a contractual arrangement for the K-3 Literacy Screener dated 11/1/2023 (the "Contract"), pursuant to which the Contractor will provide services to State and Local Educational Agencies (LEAs).

WHEREAS, the State designates the Contractor an authorized representative pursuant to FERPA 20 U.S.C. 1232g(b)(1)(c) and 34 C.F.R 99.31(a)(3).

WHEREFORE, the State and the 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 submit student data directly to the Contractor. 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.

2. Purpose of the Disclosure

The Contractor agrees to collect and use any student data disclosed to it pursuant to this Agreement solely for the purpose of delivering the service to the LEA pursuant to the Contract, and developing, implementing, administering, and reporting student level results to the Louisiana Department of Education for the statewide K-3 literacy screener, administered three times per year, as required by state law.



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3. Data

The State agrees to provide the Contractor with the following:

- Louisiana Secure ID
- First letter of the first name
- First three letters of the last name
- Day of birth
- Grade
- Gender
- Ethnicity/Race
- English Learner Status
- 504 Status
- Education Classification
- Test accommodations

LEAs that choose to opt into this agreement may choose to provide the following additional student data to the Contractor either directly or via the state identifier system vendor, eScholar:

- Full first name in place of first letter of the first name
- Full last name in place of first three letters of the last name
- Full birthday in place of day of birth

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

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 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 the Contractor to any third party except as permitted by the Contract.

The Contractor shall retain the original version of the student data at a single location and shall not make a copy or extract of the student data available to anyone except personnel who have a need for the student data to perform the services referenced in this Agreement or the Contract. The Contractor shall maintain the student data in hard copy or electronic form in an area that has limited access only to the Contractor's authorized personnel. The Contractor shall not permit removal of the student data from the limited access area. The Contractor will ensure that access to the student data maintained on computer files or databases is controlled by password protection. The Contractor shall establish procedures to ensure that the target student data cannot be extracted from a computer file or database by unauthorized individuals. The Contractor shall maintain all printouts, discs, or other physical products containing student-level



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data in locked cabinets, file drawers, or other secure locations when not in use. The Contractor shall, under supervision of the State, destroy the student data provided to the Contractor, including all copies whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first.

5. Restrictions on Use

The Contractor shall not use the student data for any purpose not expressly permitted in this Agreement or the Contract. The Contractor cannot disclose any student data contained in a 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 make a student's identity traceable unless such third party is engaged by Contractor to deliver the services pursuant to the Contract and is contractually bound by materially equivalent data protection terms as those outlined herein.

6. Indemnification

Subject to the limitation of liability in the Contract, the Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, the 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.

Subject to the limitation of liability in the Contract the Contractor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, The 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 student data delivered or transmitted to the Contractor by the State and/or obtained or prepared by the Contractor for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by the Contractor to the State.

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

8. Security Audits

Pursuant to La. R.S. 17:3914, the Contractor shall permit security audit checks pertaining to the



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Contractor's security and usage of student data. Upon request, Contractor shall provide the results of the most recent third party security assessment report that is relevant to the LEAs student data. In the event of a Security Breach (as defined below) and upon LEA request, the Contractor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at the Contractor's business premises to Contractor's employees, together with relevant records, books and correspondence, and other papers and documentation or media of every kind in possession of the Contractor and the Contractor's employees pertaining to the student data shared under this Agreement. In conducting such audit, no person or entity will access PII except as authorized by law.

9. Security Breach

As used in this Agreement "Security Breach" means any unauthorized access to or disclosure of student data that compromises either the security, confidentiality or integrity of student data, or a breach of the physical, technical, administrative or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality or integrity of personally-identifiable student information that results in the unauthorized access to or disclosure of student data.

The Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent Security Breaches. The Contractor shall also take commercially reasonable steps, in accordance with industry standards, to promptly remedy any Security Breach and prevent any further Security Breach at the Contractor's expense in accordance with standard industry practices and applicable law.

The Contractor shall: (i) provide the State and LEA with the name and contact information for an employee of the Contractor who shall serve as the State's and LEA's primary security contact and shall be available to assist the 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) without undue delay notify the State and LEA via email, SMS text, or a phone call to the State and LEA contacts which have been provided to the Contractor once the Contractor has confirmed a Security Breach.

Promptly following the Contractor's notification to the State and LEA of a Security Breach, the Contractor, the State, and the LEA shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the State and LEA in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing audit access in accordance with Section 8; (iii) facilitating interviews with the Contractor's employees and others involved in the matter; (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards; and (v) the State or LEA providing any notices to persons or organizations affected by the Security Breach as required by law.



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10. Term of Agreement

This Agreement shall begin on November 1, 2023 and shall terminate when the contract between the parties expires or October 31, 2026, whichever comes first.

11. Termination for Convenience

The State may terminate this Agreement at any time by giving the Contractor and all LEAs written notice of such termination.

12. Assignment of Contract

The 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 applicable data protection provisions of this agreement, and Contractor remains responsible for the acts and omissions of such subcontractor.

13. Jurisdiction, Venue and Governing Law

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

14. Survival

The Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. The Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until the 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.



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DocuSigned by:

Cade Brumley

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Dr. Cade Brumley,
State Superintendent of Education

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CB

11/13/2023

Date Signed

Melissa Ulan

Amplify Education, Inc.
Melissa Ulan,
SVP Product, Literacy