



# KITE NUMERACY ASSESSMENT

## THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. 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 The University of Kansas Center for Research, Inc. on behalf of the Assessment and Technology Solutions, a center of the Achievement and Assessment Institute (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 (Attachment A) 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. 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

The Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of the providing professional services and deliverables in connection with the development and implementation of a K-3 numeracy assessments system, Kite, to measure student numeracy understanding, development, and growth throughout the year.

### 3. Data

The State agrees to provide the Contractor with the following student information:

- 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
- Primary Language
- 504 Status
- Education Classification
- Test accommodations
- Entry Date
- District/School Sitecode

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's contracted identifier system vendor solely for the purposes provided above:

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

Non-personally identifiable student-level and aggregate data may be used by the Contractor and shared with the State for the following purposes: to improve the product, to demonstrate the effectiveness, development, or improvement of the product, reporting, and for research.

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 Contractor to any third party except as permitted by this agreement.

The 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 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. The contractor shall not permit removal of the data from the limited access area. The contractor will ensure that access to the data maintained on computer files or databases is controlled by password

protection. The 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.

## 5. Restrictions on Use

The Contractor shall not use the data for any purpose not expressly permitted in this Agreement. Contractor cannot disclose 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 or under any circumstances which would directly or indirectly make a student's identity traceable.

## 6. 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.

## 7. Ownership

Any data delivered or transmitted to the Contractor by the State and/or obtained or prepared by 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 data delivered or transmitted to the Contractor by an LEA and/or obtained or prepared by 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. Any documents, materials, and/or products created or developed by Contractor under this Agreement for an LEA shall be the property of the LEA.

## 8. 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. No person or entity will access PII 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 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 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 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) immediately 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 becomes 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;(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 February 1, 2025 and shall terminate on June 30, 2026. 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. Contractor may terminate this Agreement at any time by giving the State written notice of such termination.

## 12. Assignment of Contract

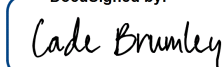
Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible 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 subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

## 13. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, and 7 shall survive expiration and/or termination of this Agreement. 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 data as set forth herein.

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

DocuSigned by:



062C8EFAEBD74C3...

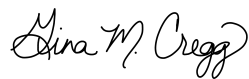
Dr. Cade Brumley

State Superintendent of Education

DS

7/23/2025





Gina M. Cregg

University of Kansas

Executive Director for Research Fiscal Affairs, Systems and Reporting,  
KU Research, Chief Financial Officer, KU Center for Research, Inc.

# Attachment A: LEA Opt-In Addendum

## KITE NUMERACY ASSESSMENT

THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. DATA SHARING AGREEMENT

---

### **ADDENDUM TO DATA SHARING AGREEMENT BETWEEN THE LOUISIANA STATE DEPARTMENT OF EDUCATION AND THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. ON BEHALF OF THE ASSESSMENT AND TECHNOLOGY SOLUTIONS, A CENTER OF THE ACHIEVEMENT AND ASSESSMENT INSTITUTE**

The \_\_\_\_\_ School Board (School Board) hereby executes, through its authorized representative, this addendum to the data sharing agreement between the Louisiana State Department of Education and The University of Kansas Center for Research, Inc. on behalf of the Assessment and Technology Solutions, a center of the Achievement and Assessment Institute (the Agreement) in order to invoke the stipulation contained in the Agreement which, upon unilateral execution of this addendum by School Board, binds The University of Kansas Center for Research, Inc. on behalf of the Assessment and Technology Solutions, a center of the Achievement and Assessment Institute to all the terms and conditions of the Agreement with respect to any and all student data provided directly to The University of Kansas Center for Research, Inc. on behalf of the Assessment and Technology Solutions, a center of the Achievement and Assessment Institute. Nothing herein shall in any way affect or prejudice the Louisiana Department of Education in its exercise of any rights granted to it under the Agreement.

\_\_\_\_\_  
Signature of School System's Superintendent or Authorized Representative

*\*Note: Please ensure [LDEdata@la.gov](mailto:LDEdata@la.gov) has received official notification from the school system's superintendent of any authorized representative*

\_\_\_\_\_  
Printed Name of School System's Superintendent or Authorized Representative

\_\_\_\_\_  
Printed Title of Person Signing

\_\_\_\_\_  
Date