

**DATA SHARING AGREEMENT**  
**BETWEEN**  
**LOUISIANA DEPARTMENT OF EDUCATION**  
**AND**  
**UNIVERSITY OF LOUISIANA AT LAFAYETTE**  
**KATHLEEN BABINEAUX BLANCO PUBLIC POLICY CENTER AS THE**  
**ADMINISTRATOR OF LAFIRST,**  
**THE LOUISIANA BOARD OF REGENTS**  
**AND THE OFFICE OF TECHNOLOGY SERVICES**

**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.*, La. R.S. 17:3136 *et seq.*, and La. R.S. 17:3914 make personally identifiable student information and other student level data in education records confidential and, subject to certain exceptions, prohibit the disclosure of such information to third parties and impose penalties, including criminal penalties, for unauthorized disclosures of such data to third parties;

**WHEREAS**, FERPA and its implementing regulations at 34 C.F.R. 99.31 and 99.35, permit the disclosure of personally identifiable student information, to authorized representatives of state educational authorities to conduct research to improve instruction in adherence to the following:

- (1) designates the individual or entity as an authorized representative,
- (2) specifies the student information to be disclosed,
- (3) states the purpose for which the student information is disclosed to the authorized representative,
- (4) provides a description of the audit or evaluation to be performed and of how the student information will be used,
- (5) restricts the authorized representative’s use of the student information only for the purposes of conducting the audit or evaluation,
- (6) establishes policies and procedures to protect the student information from further disclosure or other uses, and
- (7) requires the authorized representative to destroy the student information when it is no longer needed for the purposes of the research to improve instruction;

**WHEREAS**, La. R.S. 17:3138.12 authorizes the Louisiana Board of Regents (“BOR”) to establish and maintain Louisiana’s Foundational Integrated Research System for Transformation (“LAFIRST”) and charges BOR to research and analyze certain enumerated matters and also

requires certain state agencies, including the Louisiana Department of Education (“LDOE”), to provide access to personally identifiable information necessary for such research and analysis to LAFIRST through BOR, notwithstanding any provision of law restricting or preventing such access;

**WHEREAS**, La. R.S. 17:3138.12 authorizes BOR to maintain LAFIRST at the University of Louisiana at Lafayette, Kathleen Babineaux Blanco Public Policy Center (“Blanco Center”) and to use the Blanco Center’s data center services for the research and analysis to be undertaken by LAFIRST; and

**WHEREAS**, the LDOE and each city, parish, or other local public school board (local education authorities or LEAs herein after) are required to provide access to certain student level data, including personally identifiable information, to the Blanco Center, as the administrator of LAFIRST pursuant to La. R.S. 17:3138.12 through a data sharing agreement on equipment provided by the office of technology services (“OTS”).

**NOW THEREFOR**, for the purposes of the research and analysis to be undertaken by LAFIRST, LAFIRST through BOR and the Blanco Center as the administrator of LAFIRST enter into this Data Sharing Agreement (“Agreement”) with LDOE, OTS and the LEAs which opt-in to this agreement subject to the following terms conditions:

### **I. Purpose of Agreement**

The Parties to this Data Sharing Agreement (“Agreement”), namely LDOE, BOR on behalf of LAFIRST, OTS, and the Blanco Center do hereby enter into this Agreement to share data to the extent allowed by law to accomplish the goals and objectives of LAFIRST as prescribed by Louisiana Revised Statute 17:3138.12.

Information services in support of this Agreement are provided on behalf of the Parties by OTS, a division of the Louisiana Division of Administration, to the Blanco Center which serves as the locus and administrator of LAFIRST.

### **II. Local Educational Agencies Stipulation**

The Parties to this Agreement, namely LDOE, BOR on behalf of LAFIRST, OTS, and the Blanco Center hereby agree 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 by such Louisiana LEAs.

### **III. Agreement Liaisons**

In order to expedite the coordination and fulfillment of this Agreement, each Party and OTS shall designate an individual by name, title, telephone number, and email address to serve as the primary contact for their organization. The following individuals, or their successors in title, shall represent LDOE, the Blanco Center, BOR, and OTS as liaisons:

**LDOE:**

Name: Laura Boudreaux  
Title: Director of Research and Data Privacy, Office of Assessments, Accountability and Analytics  
Telephone: 225-219-7368  
Email: [laura.boudreaux@la.gov](mailto:laura.boudreaux@la.gov)

**Blanco Center (as LAFIRST Administrator):**

Name: Stephen Barnes, Ph.D.  
Title: Director  
Telephone: 337-482-5014  
Email: [Stephen.Barnes@Louisiana.edu](mailto:Stephen.Barnes@Louisiana.edu)

**BOR:**

Name: Tristan Denley, Ph.D.  
Title: Deputy Commissioner for Academic Affairs and Innovation  
Telephone: 225-342-4253  
Email: [Tristan.Denley@laregents.edu](mailto:Tristan.Denley@laregents.edu)

**OTS:**

Name: Richard (Dickie) Howze  
Title: State Chief Information Officer  
Telephone: 225-342-7105  
Email: [Dickie.Howze@LA.gov](mailto:Dickie.Howze@LA.gov)

**IV. Shared Data**

The data covered by this Agreement has been determined to be shareable under state and federal law. A complete listing of the data elements shared under this Agreement is provided in **ATTACHMENT “A”**, which is incorporated herein and made a part hereof. No other data may be shared between the Parties under this Agreement without amendment of the Agreement as prescribed in Section VIII.

**V. Method of Sharing**

The Parties and OTS agree to share the data in the manner described herein. LDOE will share updated data annually using a mutually agreed upon secure transfer mechanism, including but not limited to, encrypted transmission, batch data, web service, hard media or direct internal network connectivity from a secure device. Data sharing will be conducted in the most efficient manner mutually agreed upon by the Parties.

## VI. Information Security

The employees, agents, and contractors of the Parties and OTS who are engaged in the performance of this Agreement shall comply with all security regulations in effect at the State's premises, the OTS *Information Security Policy* at <https://www.doa.la.gov/oa/ots/policies-and-forms/>, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted, procedures shall be provided to the Parties by the OTS Information Security Team.

The Parties and OTS hereby acknowledge and agree that all information and documents which include Personally Identifiable Information ("PII"); Protected Health Information ("PHI"), as defined in the Health Insurance Portability and Accountability Act ("HIPAA"); Federal Tax Information ("FTI"), as defined in Internal Revenue Service ("IRS") *Publication 1075*; Criminal Justice Information Services ("CJIS") information, as defined in the Federal Bureau of Investigation's ("FBI") *CJIS Security Policy*; and any student education records protected by FERPA, are classified as "Restricted" as defined in the OTS *Information Security Policy* and shall be safeguarded and not disclosed to any third party, except as otherwise may be required by law. Likewise, any information classified as "Confidential" in the OTS *Information Security Policy* shall be safeguarded and protected from unauthorized disclosure. The Parties shall provide each other with written notice of any such required disclosure prior to the release of information.

When Restricted or Confidential information is shared, each Party shall follow all applicable state and federal laws, guidelines, and regulations on the use of the information and shall establish procedures to ensure that the Restricted and Confidential information is safeguarded from unauthorized access or disclosure. Restricted and Confidential information may only be accessed by authorized personnel according to business need. Each Party shall maintain all printouts, discs, or other physical media containing Restricted or Confidential information in locked local cabinets, file drawers, or other secure locations when not in use. Each Party shall dispose of the data received pursuant to this Agreement, including all copies, whether in electronic or hard copy form, when the data is no longer needed to accomplish the purposes of this Agreement and disposal is not prohibited by the agency's records retention schedule.

File level encryption along with a secure transport protocol shall be utilized for the transport and storage of shared Restricted and Confidential information in accordance with the OTS *Information Security Policy*. Furthermore, the Parties agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the information and to prevent unauthorized use of or access to it. The OTS Information Security Team shall review and approve all security protocols relevant to the transport, storage, and processing of the State's Restricted and Confidential information shared under this Agreement.

No Party shall use the data exchanged pursuant to this Agreement for any purpose not expressly permitted in this Agreement without the prior written approval of the disclosing Party. The Parties and OTS understand that they cannot publish any document, whether in hard copy or electronic form, or otherwise disclose to any third party any Restricted or Confidential information in any form whatsoever or under any circumstance which would directly or indirectly reveal a client's identity, unless such disclosure is required by applicable law or regulation or is made by a Party to its contractor in connection with the legitimate performance of the contractor's duties. In the

event a Party or OTS receives an order, demand, or request (including but not limited to a court order, subpoena duces tecum, discovery request in litigation, or public records request) for the disclosure of Restricted or Confidential information derived under this Agreement, all Parties and OTS shall be immediately informed and the Party from which the data was derived shall respond to the order, demand, or request, or shall take any action it deems necessary to protect the data from disclosure as required by applicable state and federal laws.

If a Party has a need to publish any information, results, analysis, or other information developed as a result of any research based on the data provided under this Agreement, that Party is only allowed to publish in summary or aggregate form so as to prevent the disclosure of any individually identifiable information. Furthermore, the information must be released to the other Parties for review and validation prior to publication. The Parties shall have thirty (30) days from receipt of the publication notice to request in writing the removal of any information it believes is Restricted or Confidential information. If the publishing Party does not receive the other Parties' written response to the notice within thirty (30) days from receipt of the notice, then the publishing Party shall be deemed to have waived any objection to the publication and the publishing Party shall have the right to publish or otherwise publicly disclose the information.

Any suspected, attempted, or successful "Data Breach" or "Security Event", as defined in the OTS *Information Security Policy*, must be reported to all Parties and to the OTS Information Security Team ("IST") as soon as practical, but no later than forty-eight (48) hours after confirmation of the event. Notify the IST by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at [infosecteam@la.gov](mailto:infosecteam@la.gov).

## **VII. Warranty and Indemnification**

The Parties represent and warrant that the release and use of shared data is done in accordance with all applicable state and federal laws and regulations. In providing the shared data, the disclosing Party makes no representation or warranty of any kind regarding said data, including specifically but not by way of limitation, any warranty of fitness for the recipient's use for any purpose, or any warranty as to the quality or correctness of the shared data. The receiving Party shall indemnify and hold harmless the disclosing Party against any suits, claims, actions, complaints, or liability of any kind, including legal costs, which relate to the receiving Party's use of, or reliance on, the shared data.

## **VIII. Term of Agreement**

The term of this Agreement shall begin on December 1, 2023 and shall terminate on November 30, 2026. All provisions of this Agreement concerning confidentiality and restrictions on data use shall survive the expiration of this Agreement.

## **IX. Amendment of Agreement**

Modifications of this Agreement shall be valid only when reduced to writing and duly signed by an authorized representative of each Party.

## **X. Termination**

Any Party may terminate this Agreement by giving thirty (30) days' written notice. Any Party may terminate this Agreement by giving less than thirty (30) days' notice for good cause. Good cause includes, but not by way of limitation: emergency, insufficient appropriations, changes in governing state and federal laws or regulations, or in the interpretation thereof, that render performance hereunder by any Party illegal, impractical, or impossible. A breach of this Agreement by a Party also establishes good cause for termination. All provisions of this Agreement concerning confidentiality and restrictions on data use shall survive any termination of this Agreement.

## **XI. Jurisdiction, Venue, and Governing Law**

The exclusive jurisdiction and venue for any and all suits between the Parties arising out of, or related to, this Agreement shall be 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.

## **XII. Miscellaneous Terms**

- a. Mutual Indemnification.** The Parties (each, an "Indemnifying Party") agree to protect, defend, indemnify, save, and hold harmless the other Party (the "Indemnified Party"), its agencies, boards and commissions, officers, representatives, agents, commissioners, servants, employees, contractors, sublessees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of the Indemnifying Party, its officers, agents, representatives, commissioners, servants, employees, contractors, sublessees, and volunteers, and any and all costs, expenses, and/or attorney's fees incurred by an Indemnified Party, except to the extent such claims, demands, suits, or causes of action are caused by the negligence or intentional misconduct of one or more of the Indemnified Parties. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.
- b. Notices.** Any notice required or permitted under this Agreement shall be deemed to have been duly delivered when made in writing e-mailed or mailed by certified United States mail with postage prepaid and return receipt requested to the intended recipient at the address set forth for that Party per Section II herein.
- c. Entire Agreement.** This Agreement, together with the attachments attached hereto, contains the entire agreement between the Parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.
- d. Severability.** If any term or condition of this Agreement or the application thereof is held

invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

- e. **No Waiver.** No failure by any Party hereto at any time to give notice of any breach by the other Parties of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- f. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Agreement. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

### **XIII. Execution**

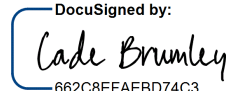
For the faithful performance of the terms of this Agreement, the Parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions hereof.

*[Remainder of page left intentionally blank. Signature page to follow.]*

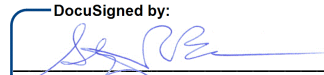
Thus Done and Signed on the dates shown below.

**LOUISIANA DEPARTMENT OF EDUCATION**

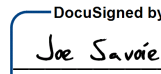
**UNIVERSITY OF LOUISIANA AT LAFAYETTE, KATHLEEN BABINEAU BLANCO PUBLIC POLICY CENTER**

DocuSigned by:  
  
662C8EFAEBD74C3...  
DS  
KB

Name: Dr. Cade Brumley  
Title: State Superintendent of Education  
Date: 1/30/2024

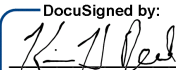
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Name: Stephen Barnes, PhD  
Title: Blanco Center Director  
Date: 1/23/2024

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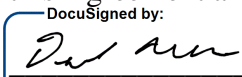
Name: Dr. E. Joseph Savoie  
Title: President  
Date: 1/25/2024

**LOUISIANA BOARD OF REGENTS**

DocuSigned by:  
  
Kim Hunter Reed  
Commissioner of Higher Education  
Date: 1/27/2024

**LOUISIANA DIVISION OF ADMINISTRATION, OFFICE OF TECHNOLOGY SERVICES**

The Office of Technology Services, as information technology services provider for this Agreement, hereby acknowledges the confidentiality and safeguarding requirements contained in this Agreement and agrees to be bound by same:

DocuSigned by:  
  
8E9EB9D1FD14E7...  
Derek Williams  
Chief Information Officer  
1/26/2024  
Date

Director of Data Center Ops



## ATTACHMENT “A”

The data elements shared under this Agreement are specified below:

The State agrees to provide the following:

- Louisiana Secure ID
- First letter of the first name
- First three letters of the last name
- Day of birth
- Ethnicity/Race
- Gender
- English Learner status
- Military status
- Homeless status
- Education classification (special education status and disability category)
- 504 status
- School enrollment (district/school entry/exit dates and reasons)
- Attendance/Absence
- School Calendar
- Program membership
- Discipline
- Course/Schedule
- Assessments (K-3, LEAP 2025, LEAP Alternative, ACT)
- Transcript (courses, grades, GPA, credentials, graduation status)
- College enrollment status

LEAs that choose to opt into this agreement may choose to provide the following additional student data 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
- Social security number