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 (LDOE) and the Louisiana Division of Administration, Office of Technology Services (OTS) (hereinafter referred to as "State") acknowledge that OnCourse (hereinafter referred to as "Contractor") has entered into a contractual arrangement to which the Contractor will provide services to 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 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 data disclosed to it pursuant to this Agreement solely for the purposes of providing access to the data stored in the Special Education Reporting data system (eSER/SER) to the LEAs for download into their local data system. The LDOE via OTS will provide the Contractor access to a LEA's eSER/SER data via a secure, nightly data extract.

3. Data

OTS agrees to provide the Contractor with access to the respective LEA's eSER/SER student-level data contained in Appendix A.

The LDOE will not have access to any student personally identifiable data.

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. Contractor further acknowledges that information contained in or derived from a student's education records are classified as "Restricted Data" by the State's Information Security Policy and are subject to the confidentiality requirements disclosed therein.

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. Contractor shall not permit removal of the data from the limited access area. Contractor will ensure that access to the data maintained on computer files or databases is controlled by password protection. 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. The parties acknowledge that encryption shall be utilized for the transport and storage of shared Confidential and Restricted Data in accordance with the State's Information Security Policy.

Concerning shared Confidential and Restricted data stored on Contractor's backup tapes and storage snapshots, Contractor shall maintain its confidentiality obligations set forth herein and in the Contract, and shall retain all such data on encrypted media in a secure location. Contractor shall ensure backup tapes containing shared Confidential and Restricted data are purged of all such data on a regular basis, with retention not to exceed two (2) years. Likewise, storage snapshots containing shared Confidential and Restricted data shall be deleted after two (2) months.

5. Restrictions on Use

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.

No records, reports, documents, materials or products created or developed under this contract can be distributed to third parties.

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. Furthermore, Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at https://www.doa.la.gov/doa/ots/policies-and-forms/, and externally for materials and property belonging to the Sate or to the project. Where special security precautions are warranted (e.g. correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

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; and (iii) report to the OTS Information Security Team (IST) any known Data Breach or Security Event, as defined in the OTS information Security Policy, 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.

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 June 30, 2023 and shall terminate on June 30, 2028. 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. The Contractor must notify the State in writing within 24 hours if the contracted services with a school system participating in this agreement are terminated.

11. Termination for Convenience

The State may terminate this Agreement at any time by giving Contractor and all LEAs written notice of such termination. The Contractor must notify the State in writing within 24 hours if the contracted services with a school system participating in this agreement are terminated.

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. 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.
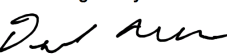
14. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 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 dates indicated below.

DocuSigned by:

Cade Brumley

2/8/2024

Dr. Cade Brumley,
State Superintendent of Education

Date

DocuSigned by:

2/8/2024 | 8:35 AM CST

Louisiana Division of Administration,
Office of Technology Services
Derek Williams
Chief Information Officer

Date

Mark Yelcick

1/24/2024

OnCourse
Mark Yelcick
Member, CFO

Date

APPENDIX A

This document details each block that is in the nightly LEA export. Each block has the name, type, and length of all the attributes that are in the block.

- StudentBlock
- ParentGuardianBlock
- JurisdictionBlock
- SpedActivityBlock
- PostSchoolTransitionBlocks
- PrereferralActivityBlock
- ScreeningBlocks
- InitialEvaluationBlock
- ReevaluationBlock
- IepBlock
- ServicesPlanBlock
- ServiceBlock
- EsypEligibilityBlock

Student Block
BLOCK FORMAT

BlockID	alpha	5
StateIDNumber	numeric	10
LegacyStateIDNumber	numeric	9
First Name	alpha	15
Middle Name	alpha	15
Last Name	alpha	20
Suffix	numeric	2
Birth Date	numeric	8
EthHispanic	numeric	1
EthAmerIndianAlaskan	numeric	1
EthAsian	numeric	1
EthBlack	numeric	1
EthHawPacIslander	numeric	1
EthWhite	numeric	1
Gender	numeric	2
Dominant Language Code	numeric	2
Current Grade Code	numeric	2
Iep Authority SSN	numeric	9

Parent Guardian Block
BLOCK FORMAT

BlockID	alpha	5
Title	numeric	2

Field	Type	Length
First Name	alpha	50
Middle Name	alpha	50
Last name	alpha	50
Suffix	numeric	2
Address	alpha	100
City	alpha	50
StateCode	numeric	2
ZipCode	numeric	5

Jurisdiction Block
BLOCK FORMAT

Field	Type	Length
BlockID	alpha	5
LeaCode	alphanumeric	3
BeginDate	numeric	8
EndDate	numeric	8
LocalID	alphanumeric	10
SiteID	alphanumeric	6

Special Ed Activity Block
BLOCK FORMAT

Field	Type	Length
BlockID	alpha	5
EntryDate	numeric	8
Exit Date	numeric	8
Exit Code	numeric	2
ReEvaluationDeclineDate	numeric	8

Post School Transition Block
BLOCK FORMAT

Field	Type	Length
BlockID	alpha	5
SpecialEducationActivityExitDate	numeric	8
TypeCode	numeric	2
CareerCode	numeric	2
ContactCode	numeric	2
LivingArrangementCode	numeric	2
PostSecondaryCode	numeric	2
PlanToWorkFlag	numeric	1
WorkEnvironmentCode	numeric	2
WorkTypeCode	numeric	2

Post School Transition Recreation Block
BLOCK FORMAT

Field	Type	Length
BlockID	alpha	5
SpecialEducationActivityExitDate	numeric	8

PostSchoolTransitionTypeCode	numeric	2
RecreationCode	numeric	2

Post School Transition Agency Block
BLOCK FORMAT

BlockID	alpha	5
SpecialEducationActivityExitDate	numeric	8
PostSchoolTransitionTypeCode	numeric	2
AgencyCode	numeric	2

Student Referral Block
BLOCK FORMAT

BlockID	alpha	5
SblcEntryDate	numeric	8
ImmediatePreReferralReasonCode	numeric	2
SblcDecisionDate	numeric	8
SblcDecisionCode	numeric	2
RequestGradeCode	numeric	2
SurrogateParentNeededFlag	numeric	1
SurrogateParentAssignedDate	numeric	8
SurrogateParentNeedEndDate	numeric	8
TransitionPartCFlag	numeric	1
TransitionMeetingNoticeReceivedDate	numeric	8
TransitionMeetingDate	numeric	8

Student Referral Reason Block
BLOCK FORMAT

BlockID	alpha	5
Entry Date	numeric	8
ReasonCode	numeric	2

Screening Block
BLOCK FORMAT

BlockID	alpha	5
ScreeningDate	numeric	8
ScreeningCode	numeric	2
ScreeningResultCode	numeric	2

Initial Evaluation Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestDate	numeric	8
ReportDisseminatedDate	numeric	8

EligibilityDeterminationDate	numeric	8
CoordinatorTitleCode	numeric	2
StaffMemberStateID	alpha	10
DecisionDate	numeric	8
DecisionCode	numeric	2
PrimaryExceptionalityCode	numeric	2

Initial Evaluation Primary Exceptionality Block
BLOCK FORMAT

BlockID	alpha	5
EvaluationPermissionRequestDate	numeric	8
ExceptionalityDetailCode	numeric	2

Initial Evaluation Secondary Exceptionality Block
Initial Evaluation Exceptionality Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ExceptionalityCode	numeric	2

Initial Evaluation Exceptionality Detail Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ExceptionalityCode	numeric	2
ExceptionalityDetailCode	numeric	2

Initial Evaluation Result Block
BLOCK FORMAT

BlockID	alpha	5
InitialEvaluationPermissionRequestDate	numeric	8
AltAssessmentTypeCode	numeric	2
AltAssessmentComplete	numeric	1
AltAssessmentCode	numeric	2
AltAsessmentOther	alphanumeric	100
AltAssessmentDate	numeric	8
StandardDeviation	alpha	5
RespondentCode	numeric	2

Initial Evaluation Participant Block
BLOCK FORMAT

BlockID	alpha	5

DEPARTMENT of EDUCATION
Louisiana Believes

PermissionRequestStartDate	numeric	8
ParticipantCode	numeric	2

Initial Evaluation Medical Impairment Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
MedicalImpairmentCode	numeric	2

Initial Evaluation Extension Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ExtensionCode	numeric	2

Reevaluation Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ReEvaluationReasonCode	numeric	2
ReportDisseminatedDate	numeric	8
CoordinatorTitleCode	numeric	2
StaffMemberStateID	alpha	10
PrimaryExceptionailtyCode	numeric	2
WaiveReEval	numeric	1

Reevaluation Primary Exceptionality Block
BLOCK FORMAT

BlockID	alpha	5
EvaluationPermissionRequestDate	numeric	8
ExceptionalityDetailCode	numeric	2

Reevaluation Secondary Exceptionality Block
Reevaluation Exceptionality Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ExceptionalityCode	numeric	2

Reevaluation Exceptionality Detail Block

BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ExceptionalityCode	numeric	2
ExceptionalityDetailCode	numeric	2

Reevaluation Result Block
BLOCK FORMAT

BlockID	alpha	5
InitialEvaluationPermissionRequestDate	numeric	8
AltAssessmentTypeCode	numeric	2
AltAssessmentComplete	numeric	1
AltAssessmentCode	numeric	2
AltAsessmentOther	alphanumeric	100
AltAssessmentDate	numeric	8
StandardDeviation	alpha	5
RespondentCode	numeric	2

Reevaluation Participant Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ParticipantCode	numeric	2

Reevaluation Medical Impairment Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
MedicalImpairmentCode	numeric	2

Reevaluation Extension Block
BLOCK FORMAT

BlockID	alpha	5
PermissionRequestStartDate	numeric	8
ExtensionCode	numeric	2

Iep Block
BLOCK FORMAT

BlockID	alpha	5
TeamMeetingDate	numeric	8
CurrentGradeCode	numeric	2

TypeCode	numeric	2
ParentSignDate	numeric	8
ParentDecisionCode	numeric	2
PlacementDeterminationCode	numeric	2
CreatedDate	numeric	8
ModifiedDate	numeric	8
IsSubmitted	alpha	3

Iep Service Plan Block
BLOCK FORMAT

BlockID	alpha	5
TeamMeetingDate	numeric	8
PlacementServiceDeterminationCode	numeric	2
TypeCode	numeric	2
ParentSignDate	numeric	8
ParentDecisionCode	numeric	2
CreatedDate	numeric	8
ModifiedDate	numeric	8
IsSubmitted	alpha	3

Services Block
BLOCK FORMAT

BlockID	alpha	5
ServiceCode	numeric	2
StartDate	numeric	8
TerminationCode	numeric	2
TerminationDate	numeric	8

Service Provider Block
BLOCK FORMAT

BlockID	alpha	5
ServiceServiceCode	numeric	2
ServiceStartDate	numeric	8
StaffMemberStateID	alphanumeric	10
ServiceDetailCode	numeric	2
ServiceLocationCode	numeric	2

ESYS Block
BLOCK FORMAT

BlockID	alpha	5
BeginSchoolYear	numeric	8
EndSchoolYear	numeric	8

BeginDate	numeric	8
EndDate	numeric	8
ExitReasonCode	numeric	2
IepDecisionCode	numeric	2
EligRegression	numeric	1
EligCritical1	numeric	1
EligCritical2	numeric	1
EligEmployment	numeric	1
EligTransitionPartB	numeric	1
EligTransitionPostSchool	numeric	1
EligExcessive	numeric	1
EligExtenuating	numeric	1
NumberMinutesPerDay	numeric	4
NumberDays	numeric	3
TransportationCode	numeric	2

ESYS Progress Report
BLOCK FORMAT

BlockID	alpha	5
EsypBeginSchoolYear	numeric	4
InstructionalPlanNumber	numeric	4
ProgressGoalType	numeric	2
ReasonType	numeric	2

Student Testing Accommodations – future variable to be added to eSER