



## DYSLEXIA SCREENER NCS PEARSON, 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, 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 NCS Pearson, Inc. (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).

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 services related to and for the Dyslexia Screener by Pearson. LEAs that choose to opt into this agreement agree for the Contractor to share the Dyslexia Screener results with the State’s contracted Data Warehouse vendor.

### **3. Data**

The State agrees to provide the Contractor with the following:



## DYSLEXIA SCREENER NCS PEARSON, INC. DATA SHARING AGREEMENT

---

### Student Information:

- Louisiana Secure ID (LASID)
- First letter of the first name
- First three letters of the last name
- Day of birth
- Gender
- School Code
- Grade

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 solely for the purposes provided above:

- Full first name in place of first letter of the first name
- Full last name in place of the 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.

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 other than Contractor's authorized subcontractors.

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



## DYSLEXIA SCREENER NCS PEARSON, INC. DATA SHARING AGREEMENT

---

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**

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 makes 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 third-party 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, State provides Contractor with prompt notice of any such third party costs, expenses, damages, injury or loss, Contractor is afforded the opportunity to participate in the defense and the settlement of the same, and State provides reasonable assistance and cooperation to Contractor in defending against and resolving any such claim.

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, LEA provides Contractor with prompt notice of any such third party costs, expenses, damages, injury or loss, Contractor is afforded the opportunity to participate in the defense and the settlement of the same, and LEA provides reasonable assistance and cooperation to Contractor in defending against and resolving any such claim.

### **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.



## DYSLEXIA SCREENER NCS PEARSON, INC. DATA SHARING AGREEMENT

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. Such audits shall be limited to once per year plus any additional audits necessary in the event of a suspected student privacy breach. Contractor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours 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 provided however that any such audit will be fulfilled via discussions and documentation between State/LEA and Contractor and will not involve (1) the State/LEA conducting any active auditing within Contractor's applications/systems or (2) the State/LEA conducting onsite facility visit. 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 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 promptly 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) to the extent possible, 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 for resolving issues and fulfilling obligations associated with a security breach;



## DYSLEXIA SCREENER NCS PEARSON, INC. DATA SHARING AGREEMENT

(ii) promptly 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) making available 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 (iii) 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 1, 2024 and shall terminate on June 30, 2029. 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**

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, similar provisions of this agreement. .

### **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 19<sup>th</sup> 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



## DYSLEXIA SCREENER NCS PEARSON, INC. DATA SHARING AGREEMENT

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 19<sup>th</sup> 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.

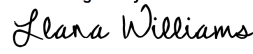
### 14. Survival

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 date indicated below.

DocuSigned by:  
  
662C8EFAEBD74C3  
\_\_\_\_\_  
Dr. Cade Brumley,  
State Superintendent of Education 

4/3/2024

DocuSigned by:  
  
D67D7148122047C...  
\_\_\_\_\_  
Llana Williams, M.A.Ed., PMP  
Vice President, School Assessment  
Pearson