



LOUISIANA LIFT PROGRAM

ZEARN 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 Zearn, a nonprofit educational organization with its principal place of business at 2093 Philadelphia Pike # 2282, Claymont, DE 19703-2424 (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),

WHEREAS, the State desires to share student-level assessment and demographic data with the Contractor to support the Louisiana Lift Program and efficacy analysis, and the Contractor desires to receive such data subject to the terms and conditions set forth herein,

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 by contracting for Zearn's School Account services. By executing an addendum to this Agreement, each participating LEA authorizes the Contractor to share student-level data collected by the Contractor through Zearn's School Account services with approved third-party researchers, subject to the requirements of Section 4A, for purposes of conducting research and efficacy analysis as described in Section 2. 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 following purposes:

Providing services under the Louisiana Lift Program including implementation of Zearn School Account and on-demand professional development;

Conducting efficacy analysis for the Louisiana Lift Program and any other Zearn Math implementation within participating LEAs including analysis of the impact of Zearn Math on student achievement as measured by LEAP assessment data and other metrics, during the term of this Agreement

Sharing data with third-party researchers approved by the Contractor to assist with research and efficacy analysis, subject to the requirements set forth in Section 4A of this Agreement; and

Using data to improve the Zearn Math product, to demonstrate the effectiveness, development, or improvement of the Product, and for research.

3. Data

For LEAs contracting directly with Zearn's School Account services, those student-level data including Zearn Math results will be linked, via the Louisiana Statewide ID, with the data the State will provide to the Contractor. Additionally, upon request by the State, the Contractor shall provide the State with the following Zearn Math data elements for those LEAs opting into this data sharing agreement, solely so that the State may conduct research as indicated in the Purpose of this agreement: (i) Louisiana Statewide ID (LASID); and (ii) annual unique on-grade and above-grade lesson completions. The Contractor shall provide such data within four (4) weeks of receiving the State's written request.

The State will provide the Contractor with the following student-level data for all LEAs that execute an addendum to this Agreement, for School Years 2022-2023 through 2029-2030 solely for the purposes provided above:

1. Louisiana Statewide ID (LASID)
2. District Name
3. District ID
4. School Name
5. School ID
6. Student Grade Level
7. School Year
8. LEAP Assessment Data, Grades 3 through 8, including all relevant information such as:
 - Assessment name
 - Assessment administration dates
 - Assessment language
 - Tested grade-level
 - Subject
 - LEAP math scores (all available score data such as raw scores, scale scores, proficiency levels, percentiles, growth measures, and similar data)

- LEAP ELA scores (all available score data such as raw scores, scale scores, proficiency levels, percentiles, growth measures, and similar data)
9. Interim Assessment Data including all relevant information such as:
 - Assessment name
 - Assessment administration dates
 - Assessment language
 - Tested grade-level
 - Subject
 - Math scores (all available score data such as raw scores, scale scores, proficiency levels, percentiles, growth measures, and similar data)
 - ELA scores (all available score data such as raw scores, scale scores, proficiency levels, percentiles, growth measures, and similar data)
 10. Race/Ethnicity
 11. Gender
 12. Economically Disadvantaged Status
 13. English Learner Status
 14. Special Education Status
 15. Gifted Status
 16. Attendance and Chronic Absenteeism

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.

Interim Assessment Data listed in Item 9 above is necessary for the purposes described in Section 2 and is collected by the Contractor directly from LEAs.

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. Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and will not be disclosed by Contractor to any third party except as expressly permitted under this Agreement. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; Contractor will ensure that its third-party service providers receiving the data will perform their obligations in a manner consistent with the data protection and security requirements outlined herein. Per La. R.S. 17:3914, the State cannot share student-level data outside of the geographical boundaries of the State of Louisiana and the Contractor shall not at any time remove or in any way permit or facilitate the removal of the data shared by the State from the geographical boundaries of the State of Louisiana.

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, third-party service providers, or approved third-party researchers (as described in Section 4A) who have a need for the data to perform the services or research 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

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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, within 30 days of expiration or termination of this Agreement or when the services under this Agreement are completed, whichever occurs first. For the avoidance of doubt, aggregate data, as defined in La. R.S. 17:3914(B)(2), is not personally identifiable information and is not subject to the restrictions of La. R.S. 17:3914 or the data protection, use, geographic, and destruction requirements of this Agreement.

4A. Third-Party Researcher Data Sharing

Contractor may share student-level data received under this Agreement with third-party researchers solely for the purpose of conducting research and efficacy analysis as described in Section 2(c), subject to the following requirements:

(a) Prior to sharing student-level data with a third-party researcher, Contractor shall enter into a written agreement with such researcher that binds the researcher to confidentiality, data security, use restriction, and data destruction obligations no less protective than those set forth in this Agreement.

(b) Contractor shall ensure that each third-party researcher agrees in writing: (i) to use the student-level data solely for research and efficacy analysis purposes approved by the Contractor in connection with the purposes described in Section 2; (ii) not to disclose any personally identifiable information to any other party; (iii) to implement and maintain physical, technical, and administrative safeguards consistent with industry standards and applicable law to protect the security, confidentiality, and integrity of the data; (iv) to destroy all student-level data, including all copies in electronic or hard copy form, within 30 days of completing the approved research or upon termination of the written agreement with the Contractor, whichever occurs first; and (v) to permit security audits by the Contractor, the State, or the LEAs as described in Section 8.

(c) Contractor shall maintain a record of all third-party researchers with whom student-level data has been shared, including the scope and purpose of each data sharing arrangement, and shall make such records available to the State upon request.

(d) Contractor shall remain responsible and liable for any acts or omissions of its third-party researchers with respect to the student-level data shared under this Agreement, as if such acts or omissions were those of the Contractor.

(e) To the extent feasible, Contractor shall provide third-party researchers with de-identified data. Where personally identifiable data is necessary for the approved research purpose, Contractor shall limit disclosure to the minimum data fields required.

5. Restrictions on Use

Contractor shall not use the data for any purpose not expressly permitted in this Agreement without the prior written approval of the Louisiana State Superintendent of Education. 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 easily traceable, except as expressly permitted under Section 4A of this Agreement with respect to approved third-party researchers. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein as described in the foregoing sections.

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 student-level data delivered or transmitted to the Contractor by an LEA pursuant to this Agreement shall remain the property of the LEA, and shall, upon request, be provided or returned by Contractor to the LEA. Requests for the return of student-level data shall be made within 15 days of expiration or termination of the Services Agreement. Any documents or materials created or developed by Contractor under this Agreement specifically for an LEA shall be the property of the LEA.

No records, reports, documents, or materials created or developed under this Agreement containing student-level data can be distributed to third parties unless authorized by the terms of this Agreement or by the State or the respective LEA.

Contractor owns all right, title, and interest in and to the Contractor's intellectual property, including any reports, analyses, white papers, publications, or other works created by Contractor pursuant to this Agreement ("Contractor Reports"), and shall license such intellectual property to LEA in accordance with the terms in Contractor's Terms of Use available at about.zearn.org/terms. Contractor may publish and publicly distribute Contractor Reports, provided that no Contractor Report shall contain personally identifiable student information. Contractor hereby grants the State and each participating LEA a non-exclusive, royalty-free, perpetual license to use, reproduce, and distribute Contractor Reports for governmental, educational, and informational purposes.

Notwithstanding the data destruction obligations in Section 4, Contractor may retain indefinitely any data that has been de-identified, anonymized, or aggregated such that it cannot be used to identify any individual student.

8. Security Audits

Pursuant to 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 Incident" 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.

"Security Breach" shall mean an unauthorized disclosure, publication, or communication of personally identifiable information as defined under FERPA and La. R.S. 17:3914.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent Security Incidents and Security Breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any Security Incidents and Security Breaches and prevent any further Security Incidents or Security Breaches 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) no later than 72 hours, 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 May 8, 2026 and shall terminate on July 31, 2033. 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, 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 obligations under Sections 2, 4, 4A, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Sections 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.

LOUISIANA DEPARTMENT OF EDUCATION

DocuSigned by:
Cade Brumley
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Date: 5/11/2026

Dr. Cade Brumley
State Superintendent of Education

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Lia Brooks

Name: Lia M. Brooks

Title: General Counsel