



CODE.ORG 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 Code.org (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) (i.e., the referenced "contractual arrangement" is the Code.org Terms of Service, which LEAs accept when using the services).

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 Code.org. 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 implementing Code.org, a no-cost K-12 computer science curriculum used by schools across the U.S. and internationally. Additionally, student level and aggregate data may be used for the following purposes: to improve the product, to demonstrate the effectiveness, development, or improvement of the product, and for research.



CODE.ORG
DATA SHARING AGREEMENT

3. Data

LEAs, opting to utilize the Contractor's services, will provide the Contractor (or the Contractor will collect the data from the user, or the data will be automatically generated through the use of the service, as part of providing the service referenced in this agreement) the student level data described in Exhibit A, which is attached hereto and incorporated by reference, solely for the purposes provided above. It is the responsibility of the LEAs to ensure they have parental permission per La. R. S. 17:3914 to share student level data.

The State will not have access to student personally identifiable information provided by 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. 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 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, upon request of an LEA pursuant to the process outlined in Exhibit B.

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.

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.



CODE.ORG
DATA SHARING AGREEMENT

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, resulting in an unauthorized release, disclosure or acquisition of personally-identifiable student information.

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 March 10, 2024 and shall terminate on May 31, 2027. 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.



CODE.ORG
DATA SHARING 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:
Cade Brumley
662C8EFAEBD74C3...

Dr. Cade Brumley,
State Superintendent of Education

DS
KB

6/21/2024

Date Signed

DocuSigned by:
Cameron Wilson
ED2D86824BA6481...

Code.org
Cameron Wilson
President

5/16/2024 | 05:12:49 PDT



CODE.ORG
DATA SHARING AGREEMENT

Exhibit A

Code.org collects data elements below for the use of Code.org

Data stored by Code.org if a User creates a Code.org Student account	How and when is the data collected?	How this data is used
Display Name (e.g., “Cool Coder” or “John”) and username (e.g., “coolcoder7”)	Required by User (or their Teacher) on account creation	<p>Display name is used to provide Students a welcoming login and to identify the Student in the Teacher’s roster view of student progress. Although not required, this may include – at the teacher’s or student’s option – student first and last name or initials.</p> <p>Usernames are generated based on the initial display name and can be used along with a password to sign into an account.</p>
Account passwords	Required by User (or their Teacher) on account creation.	Passwords are established by the User and can be updated through the User’s account settings or by a Teacher that manages a section in which the Student is enrolled. They are used for User authentication at sign-in.
Secret words/pictures	System generated by Teacher when adding Student to section (if choosing not to use Student accounts with passwords).	Secret words or pictures are system generated, but can be reset by the Teacher. They are used for User authentication at sign-in.



CODE.ORG
DATA SHARING AGREEMENT

Age (Not birthdate)	Required by User (or their Teacher) on account creation or first sign in before using the site.	This data is used to understand the developmental stage of Students in order to offer an age-appropriate experience for each Student. We also use this field to ensure we don't allow Students under age 13 to access age-restricted features (such as sharing their coding projects on social media). We store ages (e.g., 16), as opposed to birth dates (e.g., Feb 13, 2001).
State (in US Only)	Required by User on account creation or first sign in.	This data is used to identify the state in which a student resides in order to apply state-specific laws (where applicable) and to allow aggregate analyses.



**CODE.ORG
DATA SHARING AGREEMENT**

<p>One-way hash of student email address</p>	<p>Email address is required (but not stored) on account creation if a Student creates an account, or if a Teacher creates the student account via a third-party authentication service or LMSprovider, or the Student later adds a personal login to a Teacher-created account.</p> <p>Email address is not required if an account is created by a Teacher using a picture or secret word login for the section, though it can be optionally added by the Student later.</p>	<p>Where a Student creates a personal login (i.e., the student creates a Code.org account using an email address and selecting their own password or through a third-party authentication service - or adds a personal login to an existing account created by the Teacher on behalf of the Student through rostering or using picture or secret word logins), the Student's email address is only used for the purposes of login (along with the User's password). It is NOT stored by Code.org in a retrievable format. To protect Student privacy, we only store a one-way hash of the email address. We do not have any way of sending email to Students or retrieving their actual email addresses from their account. See Student Email Addresses below for more details.</p>
--	---	---



CODE.ORG
DATA SHARING AGREEMENT

<p>Parent or guardian email address</p>	<p>Can be optionally provided by a parent to receive updates or create a login for their child at home. In some jurisdictions, we may require a Student under 13 to provide a parent or guardian email address for the purpose of obtaining consent to the creation of the Code.org account by the student.</p>	<p>Parents or guardians can choose to link their email address to their Student's account to receive updates from Code.org (A student can also add the parent or guardian email address.)</p> <p>In some jurisdictions, we may require a parent or guardian email address for the purpose of consenting to the creation of a Student Code.org account for a Student under the age of 13. In those instances, the email address is used solely for that purpose and is linked to the Student account for purposes of allowing the parent to stay updated on their Child's progress and projects - and the Parent email address can also be used for password recovery and to request support.</p>
<p>Account Identifiers</p>	<p>System generated (separate identifiers may be provided by authentication services). This is NOT a student number assigned by a school.</p>	<p>These identifiers are used to maintain and operationalize accounts.</p>
<p>Login time, IP address, and other technical data</p>	<p>Automatically collected as the Services are used.</p>	<p>This data helps Code.org troubleshoot any problems Users experience. It also helps Code.org understand usage patterns, ensure the service can support all Users, and enable Services updates with minimal service disruption. See Technical Information below for more details.</p>



CODE.ORG
DATA SHARING AGREEMENT

Gender	Optionally provided by the Student or their Teacher.	This information is only used in aggregate to measure gender distribution and how Students respond to different computer science challenges, or track our aggregate progress towards reducing the gender gap in computer science.
Race	Optionally provided by the Student (only requested from Students 13 and over and only if their IP address is in the US).	<p>Students aged 13 and over have an option to indicate their race. For Students under age 13 we do not ask individual race, but we ask the Teacher to optionally estimate the racial distribution of the entire classroom.</p> <p>This information is only used in aggregate to measure the percentage of students from underrepresented racial and ethnic groups and their aggregate response to computer science challenges, and in order to track our aggregate progress toward improving diversity in computer science.</p>
<p>Progress in the course</p> <ol style="list-style-type: none"> 1- Date/Time each lesson is tried 2- Number of tries to solve a level, and whether it was solved successfully or optimally 3- Information on how the Student solved the level including time to completion and whether they used hints 4- The code that the Student submitted 5- Student-provided answers to simple assessments (e.g., multiple-choice questions) 	Collected as a Student works through a tutorial or course progression.	<p>This information is displayed to Students and their Teachers to see their progress in a course, to see the code they've created, and to identify topics they need help with. It also lets Students pick up where they left off if they sign out and sign in later. See Technical Information below for more details.</p> <p>This data, in de-identified or aggregate form, also helps Code.org improve course effectiveness. For example, if a level is too hard, Code.org may take action (like providing better hints) to improve the learning process.</p>

<p>Student projects - apps, animations, stories, or code-art</p>	<p>Collected as a Student creates such projects. Creating apps and projects is part of our course progressions but can also be done outside our courses through our standalone tools.</p>	<p>The code and any associated data for these apps are stored by Code.org so Students can retrieve their projects each time they log in.</p> <p>When Students work in the context of a classroom, their Teacher also has access to view the projects created by any Students in the classroom.</p> <p>Student projects and code creations each have a custom URL that Students can use to share with others. Where projects are selected for posting in the featured gallery with a teacher's or student's consent, projects are displayed with only the first letter of the Student's display name to protect Student privacy as well as their age.</p> <p>Students may "remix" (copy and then change or improve upon) projects made by themselves or by other Users.</p> <p>Students age 13 or over can also, at their discretion, post their projects to their social media accounts.</p> <p>In our elementary school courses, Students create stories, games, or art using tools, such as Play Lab and Sprite Lab, which are generally limited to using artwork and sounds provided by Code.org or uploaded by their teacher. Where we do allow custom uploads by Students in these tools (e.g., uploading an image for a Student-created storyboard), Students are advised never to upload any media containing Personal Information. Students can write dialogues for these projects. Some text provided by Students in these tools is automatically analyzed and moderated to help prevent sharing of personal data like email addresses and phone numbers.</p> <p>Our middle school and high school courses teach Students to make more complex apps and games, such as App Lab, Game Lab, and Web Lab. These tools allow the Students to upload custom</p>
--	---	---



CODE.ORG
DATA SHARING AGREEMENT

		<p>photos, sounds and/or videos. (See below)</p>
--	--	--



**CODE.ORG
DATA SHARING AGREEMENT**

<p>Student-uploaded images, sounds, or videos</p>	<p>Collected if a Student chooses to upload custom files</p>	<p>Only Students age 13 and older, or Students under 13 who are working in a classroom whose Teacher has added the Student to a class section, can choose to upload custom images, sounds, and videos to the Code.org platform to use within apps or games that they create in programming tools as part of our courses for grades 6+ (App Lab, Game Lab, and Web Lab). Students under 13 are advised never to upload any media containing Personal Information.</p> <p>Similarly, where custom uploads are allowed for programming tools intended for younger students (e.g, Play Lab and Sprite Lab), Students are advised never to upload any media containing Personal Information.</p> <p>These files are not used by Code.org for any purpose other than within these projects. These projects may be shared and remixed as described above, subject to those restrictions described.</p>
---	--	---



**CODE.ORG
DATA SHARING AGREEMENT**

<p>Student Free Text Entries, which could include personal data</p>	<p>Collected if users enter data in free text fields, such as a response to a survey question or an AI tutor query.</p>	<p>In some cases, students may be able to enter free text data in various fields, which could include personal data despite warnings/instructions not to include such data. The free text fields may be processed and stored as part of the Code.org functionality, including in cases such as a query of an AI tutor feature.</p>
<p>Data collected by Student-created apps</p>	<p>Collected if users of a code project created by the Student choose to enter data into the app.</p>	<p>Students may use Code.org to create their own apps. Depending on the app author's design, a Student-created app may in turn collect data by prompting other Users (anybody who tries using the Student-created app) to enter information, such as a favorite movie.</p> <p>If a Student creates an app that collects and stores data in this fashion, all data entered by Users of the app may be accessed and possibly shared publicly by the app author, the app itself, and potentially anybody with a link to view the app. Code.org does not itself use or share this data outside of the app.</p> <p>Before using a Student-created app that collects data, Users are shown a clear warning that any data they enter may be shared publicly and that they should not share anything personal to them or to others.</p>



CODE.ORG
DATA SHARING AGREEMENT

<p>Written comments in response to curricular/educational prompts within Code.org courses</p>	<p>Collected if a Student chooses to enter text in response to the prompts.</p>	<p>Within some of our courses, Students in a classroom are prompted to answer a question. Their answers are shared with any Teacher with whom the Student is affiliated on Code.org and are used by Code.org in de-identified form to improve the curriculum.</p>
<p>Student-provided responses to surveys (e.g., multiple choice and free response questions)</p>	<p>Collected if a Student chooses to fill out a survey offered inside the courses.</p>	<p>We may ask for responses to attitudinal questions (to assist the Teacher in understanding their classroom's reaction to learning computer science and, in de-identified or aggregate form, to help Code.org improve our curriculum). Students are informed that answers to these attitudinal questions are shared with the Teacher anonymously without their name attached. We may, however, share a Student's identity, answer, and other information related to a given question with their teacher or appropriate authorities if we are prompted to do so, and upon investigation, we have a good-faith and reasonable belief that the answer indicates the Student may harm themselves or others, among a few other limited scenarios outlined in the section titled "How We Share or Transfer Information." However, we are not actively monitoring student answers for such issues. If you are a teacher, please contact support@code.org so we can help you if your Student indicates they may be unsafe.</p>



CODE.ORG
DATA SHARING AGREEMENT

Exhibit B

The Code.org online curriculum and learning platform are intended for use both within schools (i.e., as part of classroom sections established by teachers in the K-12 setting) and outside of school (i.e., for use at home and not for K-12 school purposes). The same Code.org student account may be used for both purposes. If a student or parent creates a personal login for a Code.org account (using an email address and password), the student will maintain certain control and access rights over the account even if it was originally established for a K-12 purpose. For example, subject to the process outlined in the following paragraph, the student's Code.org account (and the Student Generated Content associated with the account) will not be deleted when a teacher's account is deleted - both the student and LEA would need to request deletion. Conversely, as long as the student remains part of a teacher's section, the student cannot delete the account without asking the teacher to remove them from the teacher's section. This ensures that the student retains access to their Student-Generated Content and that the LEA retains access to any Educational Records in the account.

Notwithstanding the foregoing, if the LEA wishes to ensure the deletion of all Code.org student accounts enrolled in an LEA's teacher's section (i.e., including those student accounts using a personal login), Code.org will do so based on an LEA's specific request made to privacy@code.org. This process requires that the LEA either (1) identify each teacher account with sections the LEA seeks to delete so that Code.org can identify student accounts enrolled in those teacher's sections (note: because Code.org does not maintain readable email addresses for student accounts - only a one-way hash of the email address - Code.org cannot directly identify student accounts even if an LEA email address domain was used to establish the personal login) or (2) ask that Code.org identify all teacher accounts using a specific LEA email domain (e.g., xxx@LEA.org) and then work with Code.org to identify for deletion all or select sections under the identified teacher accounts. Code.org will then delete all student accounts in those sections along with all student-generated content associated with those accounts. The LEA is responsible for warning students not to use student accounts they've previously created to enroll in teacher sections if the student may wish to ensure their student generated content can be retained despite a subsequent deletion request from the LEA.

In the absence of such a written request for deletion, the Code.org Personal Data Retention and Deletion Policy provides for automatic deletion or de-identification of Code.org student accounts after five (5) years of inactivity.