ADDENDUM TO MANAGEMENT AGREEMENT – EXHIBIT B-1

The student information privacy law, set forth in Acts 677 and 837 of the 2014 Regular Session of the Louisiana Legislature, and codified at La. R.S. 17:3913 and La. R.S. 17:3914 (the “student privacy law”), requires protection and confidentiality of personally identifiable student information of public school students and provides for penalties in the event of unauthorized use and/or disclosure of such information.

The student privacy law authorizes a city, parish, or other local public school board to contract with a private entity for student and other education services and further authorizes the transfer of personally identifiable information and related records to the contracted private entity for those purposes. The student privacy law also sets forth dates on which various provisions of the law are to be complied with.

Charter Schools USA at Lafayette South, LLC, as a private entity subcontracted by the Foundation to provide for student and education services as provided in the Management Agreement, in the performance of any and all of its obligations under the Management Agreement, agrees to protect and maintain the confidentiality of all personally identifiable student information transferred to it in connection with the Management Agreement and to comply and ensure compliance by Charter Schools USA at Lafayette South, LLC and the Foundation schools with all applicable provisions of the student privacy law by the dates indicated in the law, and any and all other laws governing, regulating, or pertaining to the storage, maintenance, use, and disclosure of personally identifiable student information, during the contract term and at all other relevant times.

Charter Schools USA at Lafayette South, LLC agrees that any and all data exchanged with or transferred to it under the Management Agreement shall be used exclusively for the purposes enumerated in the Management Agreement. Charter Schools USA at Lafayette South, LLC further agrees that it shall not, under any circumstances, allow access to, use, or release of personally identifiable student information to any person or entity except as provided in the Management Agreement, to the extent the Agreement does not conflict with the student privacy law, and as amended by this Addendum.

Charter Schools USA at Lafayette South, LLC, to comply with and ensure future compliance with the student privacy law, shall develop, implement, and enforce the following, minimum requirements as set forth in the student privacy law:

[1] Authorization of access to computer systems on which student information is stored, including guidelines for authentication of authorized access. Charter Schools USA at Lafayette South, LLC agrees to protect and maintain the security of all data, including personally identifiable student information, by implementing reasonable protective security measures as required by relevant authorities and applicable laws and regulations. Charter Schools USA at Lafayette South, LLC further agrees to implement reasonable authentication access controls to restrict unauthorized and unauthenticated access to personally identifiable student information.
[2] **Privacy compliance standards.** Charter Schools USA at Lafayette South, LLC agrees that any and all personally identifiable student information will be stored, processed, and maintained solely on designated servers, and shall not be transferred to any other medium unless such medium is used as part of a designated backup or recovery process system or as otherwise permitted by the Management Agreement, this Addendum, or other applicable laws or regulations.

[3] **Privacy and security audits performed under the direction of the local school superintendent.** Charter Schools USA at Lafayette South, LLC agrees to cooperate, facilitate, and participate in any and all audits conducted by all relevant regulatory authorities pursuant to applicable laws or regulations for privacy, security, and/or compliance purposes, including but not limited to the local school superintendent, and shall make available all pertinent records to auditors upon a reasonable request made during business hours for those purposes. Charter Schools USA at Lafayette South, LLC agrees to maintain audit logs and records on a separate server, which shall be maintained for a reasonable time in accordance with applicable laws and regulations, and access to these logs shall require reasonable authentication access controls.

[4] **Breach planning, notification, and remediation procedures.** Charter Schools USA at Lafayette South, LLC must establish and implement a clear data breach response plan for addressing potential breaches of personally identifiable student information, which is essential in minimizing the risk of unauthorized use or disclosure of personally identifiable student information and mitigating the negative consequences of any such breach. Charter Schools USA at Lafayette South, LLC agrees to comply with all laws and regulations requiring notification of individuals in the event of a breach or any unauthorized use, access, and/or release of personally identifiable student information. In the event of a breach of personally identifiable student information, Charter Schools USA at Lafayette South, LLC agrees to notify the Foundation immediately and to assume responsibility for informing all affected individuals as required by applicable laws and regulations, and further agrees to indemnify, hold harmless, and defend the Foundation and its employees and/or agents against any claims, damages, or other harm related to the breach of notification event.

[5] **Information storage, retention, and disposition policies.** Charter Schools USA at Lafayette South, LLC agrees that, upon termination of the Management Agreement, it shall return all data, including any and all personally identifiable student information, to the Foundation within a reasonable time, not to exceed thirty (30) days from termination of the Agreement, in a useable electronic form, and shall remove from its servers and erase, destroy, or render unreadable all data in a manner that prevents physical reconstruction or restoration of that data.

Charter Schools USA at Lafayette South, LLC and the Foundation acknowledge that any unauthorized disclosure or use of personally identifiable student information may irreparably damage the Foundation in such a way that adequate compensation could not be recovered in damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any personally identifiable student information shall give the Foundation the right to seek injunctive relief restraining such unauthorized use or disclosure, in addition to all other available legal remedies available. Charter Schools USA at Lafayette South, LLC confirms that any such
unauthorized disclosure or risk of disclosure shall constitute irreparable harm to the Foundation and consents to a temporary restraining order, preliminary injunction or permanent injunction without bond in the event the Foundation must take action to enforce the provisions of this Addendum.

Charter Schools USA at Lafayette South, LLC is permitted to disclose any information protected hereunder to its employees, agents, authorized subcontractors, or auditors, on a “need-to-know” basis only or for purposes not prohibited by the student information privacy law or other applicable laws and regulations, provided that all such individuals and/or entities have executed a written confidentiality agreement as appropriate under the circumstances.

Charter Schools USA at Lafayette South, LLC, to further comply with the student privacy law, shall make available on its internet website along with the website for the Foundation and its individual charter school’s information about the transfer of personally identifiable student information, no later than ten (10) business days following execution of this agreement providing for a transfer of personally identifiable student information, and in any event, no later than January 1, 2015. Such information shall remain available for the duration of the agreement and shall include, at a minimum, all of the following:

[1] A profile of each authorized recipient of such information;

[2] A copy of the signed agreement between the department and the authorized recipient;

[3] A complete listing of all of the data elements authorized to be transferred;

[4] A statement of the intended use of the information, including references to legal authority or legal requirements associated with the transfer of such information;

[5] The name and contact information of the individual serving as the primary point of contact for inquiries about the agreement;

[6] A process by which parents of students attending public schools may register a complaint related to the unauthorized transfer of personally identifiable student information.

IN WITNESS WHEREOF, this 30th day of December, 2014 the undersigned have executed this Addendum to the Management Agreement.

Charter Schools USA at Lafayette South, LLC

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

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Lafayette Charter Foundation, Inc.

By: [Signature]
Name: Dr. Mary Louella Riggs-Cook
Title: President
Date: 12/30/2014