

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
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 and other student level data in education records confidential and, subject to certain exceptions, prohibit the disclosure of such information to third parties and impose penalties, including criminal penalties, for unauthorized disclosures of such data to third parties,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31(b)(1) allow for the sharing of student-level data with organizations conducting certain studies for or on behalf of the school.

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31 permit the disclosure of student information to organizations conducting studies on behalf of an educational agency in order to improve instruction, if:

- the study is conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information;
- the information is destroyed when no longer needed for the purposes for which the study was conducted; and
- the educational agency enters into a written agreement with the organization that,
 - specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;
 - requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement;
 - requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and
 - requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as “State”) and Education Development Center, Inc, (hereinafter referred to as “Contractor”) do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Research

Contractor agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of producing the reports and/or evaluations for the Louisiana Department of Education.

This review will result in detailed feedback on current operational status of Louisiana’s Special Schools (Louisiana School for the Deaf, Louisiana School for the Visually Impaired, and Louisiana Special Education Center) and how it compares to national models of excellence,

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including, but not limited to an analysis of academic programs/service delivery and outcomes, organizational structures, and use of public funds.

2. Data

The State agrees to provide Contractor with the following student-level data.

Student-level data (using student ID) from the state of Louisiana and Louisiana's Special Schools (Louisiana School for the Deaf, Louisiana School for the Visually Impaired, and Louisiana Special Education Center for grades PK-12 for the past five school years and that includes:

- Birthdate
- Grade Level
- Free/reduced price lunch status or economically disadvantaged
- Gender
- Race/ethnicity
- ELL status
- School
- Disability yes/no
- Disability category
- Least restrictive environment
- Assessment – ELA
- Assessment – Math
- Suspension
- Graduation
- Dropout
- Absenteeism

The State reserves the right to withhold any of the foregoing data if the State determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law.

3. Confidentiality

This Agreement is entered into by the 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). The Contractor hereby acknowledges that all documents which include student information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and therefore will not be disclosed by Contractor to any third party.

The data will be securely transmitted to the Contractor using Contractor's *Proofpoint SecureShare* service. 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 those who have a need for the data to perform the research project. Contractor shall maintain the data, whether 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

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when not in use. Contractor shall ensure that all printouts, tabulations and reports are edited for any possible disclosure of personally-identifiable student data or any data sets or cells of less than ten (10). Contractor shall, under supervision of the State and per State issued instructions and guidance received by Contractor, destroy the data, including all copies, whether in electronic or hard copy form, when the research project is completed or this Agreement is terminated, whichever occurs first.

4. 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.

5. 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 Contractor's collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State.

6. Ownership

All records, reports, documents, or other material related to this agreement shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract. Any work undertaken by the Contractor pursuant to this agreement shall be work made for hire, and Contractor hereby transfers and assigns to the State any and all intellectual property rights, included but not limited, to copyright to any records, reports, documents, products or other material created or developed by Contractor in connection with the performance of this agreement. No records, reports, document, products or other materials created or developed under this agreement can be distributed for free or for profit without the explicit written approval of the State Superintendent of Education.

7. Security Audits

The Contractor shall permit the State or its authorized representatives to carry out security or audit checks pertaining to Contractor's security and usage of student data pursuant to this Agreement. Accordingly, Contractor shall cooperate with the State. At all reasonable times on working days during working hours at Contractor's business premises the State or its authorized representatives shall have access 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 that are necessary for the State to carry out such security and audit checks. The State or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

8. Security Breach

As used in this Agreement “Security Breach” means any act or omission that compromises either the security, confidentiality or integrity of personally-identifiable 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 PII, or (ii) 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.

Contractor shall:(i) provide the state with the name and contact information for an employee of Contractor who shall serve as the State’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 State in writing of a security breach after Contractor becomes aware of it; and

Immediately following Contractor’s notification to the State of a security breach, Contractor and the State shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State in State’s handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the State with 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 (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State.

10. Term of Agreement

This Agreement shall begin on December 13, 2017 and shall terminate on September 30, 2018. 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 thirty (30) day 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.

13. Jurisdiction, Venue and Governing Law

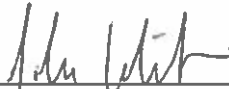
Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

Contractor's obligation under Clauses 1, 3, 4, 5, 6, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 7 and 8 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein pursuant to instructions and guidance provided by the State.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

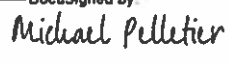
IN WITNESS WHEREOF, the parties have executed this Agreement as of this 13th of December, 2017.



John C. White,
State Superintendent of Education

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Contractor, Lauren Katzman

DocuSigned by:


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Michael Pelletier, Vice President
Education Development Center, Inc.
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Waltham, MA 02453