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 in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

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

WHEREAS, pursuant to Louisiana Revised Statute 17:3884, personally-identifiable value-added teacher evaluations and all personally-identifiable documentation related to such evaluations are confidential and cannot be disclosed to third parties.

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as "State") and Family Health International d/b/a FHI 360 (hereinafter referred to as "Researcher") do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Research

Researcher agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of evaluating student achievement in central Louisiana and the effectiveness of the Rapides Foundation's Education Initiative on student achievement in central Louisiana.

2. Data

The State agrees to provide Researcher with the following data for school years 2011-2012 through 2019-2020:

- Student-level data:
  - State assigned student ID
  - District and School ID
  - Student demographic characteristics including: economically disadvantaged, race/ethnicity, special education and LEP status, gender, special education status, and grade level
  - K-8 and high school state assessments, Advance Placement
  - Number of days absent
  - Graduation status,
  - College Enrollment,
  - Discipline
  - Dropout flag
- School-level data:
  - College Enrollment
  - Discipline rates

- Dropout rate
- Enrollment by school and grade
- Graduation Rate
- Type of school, school locale
- Teacher-Student ratio
- Number of teachers certified by school/number of teachers in the school
- Teacher COMPASS scores
- Leader COMPASS scores
- Estimated per-pupil expenditure

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 Researcher 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 R.S. 17:3914. Researcher 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 R.S. 17:3914. Researcher will limit access to student level information to individuals working on the research project with legitimate interests in the data and on a need to know basis. Additionally, Researcher will take steps to maintain the confidentiality of all student level information at all stages of the project.

Researcher 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. Researcher shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to Researcher's authorized personnel. Researcher shall not permit removal of the data from the limited access area. Researcher will ensure that access to the data maintained on computer files or databases is controlled by password protection. Researcher shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Researcher 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. Researcher 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). Researcher shall, under supervision of the State, destroy the student-level 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. Researcher shall not at any time remove or in any way permit or facilitate the removal of the data from the geographic boundaries of the State of Louisiana.

4. Restrictions on Use

Researcher shall not use the data for any purpose not expressly permitted in this Agreement. Researcher may publish the results, analysis or other information developed as a result of any research based on the data provided under this Agreement only in summary or aggregate form, so as to prevent the disclosure of any personally identifiable student information. Researcher cannot publish 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 in data sets and/or cell sizes of less than ten (10) or under any circumstances which would directly or indirectly makes a student's identity traceable. Researcher shall provide the State with a copy of any document containing, incorporating, referencing, or which Researcher has prepared in any way utilizing, any data provided to Researcher pursuant to this Agreement, whether in hard copy or electronic form, that Researcher intends to publish, at least 7 business days prior to its first publication. Advance copies of such documents shall be forwarded to:

Kim Nesmith
Data Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
kim.nesmith@la.gov

5. Indemnification

Researcher 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 Researcher and/or any student, teacher or any other third party as a result, directly or indirectly, of any re-disclosure of such data received under this agreement by Researcher.

6. Ownership

Any records, reports, documents, materials, and/or products created or developed by Researcher with the data provided under this Agreement shall be the property of the Researcher. Researcher agrees to provide the State with a copy of any and all records, reports, documents, materials and/or products created or developed by the Researcher with the data provider under this Agreement within seven (7) business days from the date they are finalized. Researcher grants the State a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, distribute and display, and to make derivative works from, solely for State purposes, any of the records, reports, documents, materials and/or products created by Researcher with data provided pursuant to this Agreement.

7. Security Audits

Pursuant to Louisiana R.S. 17:3914 and to the extent possible, the Researcher shall permit the State or its authorized representatives to carry out security or audit checks pertaining to Researcher's security and usage of PII. Researcher shall cooperate with the State. The State or its authorized representatives shall have access at all reasonable times on working days during working hours at Researcher's business premises to Researcher's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Researcher and Researcher'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. No person or entity will access PII except as authorized by law.

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 Researcher that relate to the protection of the security, confidentiality or integrity of student level information, or receipt of a complaint in relation to the privacy practices of Researcher or a breach or alleged breach of this Agreement relating to such privacy practices.

Researcher shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Researcher shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at Researcher's expense in accordance with standard industry practices and applicable law.

Researcher shall:(i) provide the State with the name and contact information for an employee of Researcher who shall serve as the State's primary security contact and shall be available to assist the 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 via email, SMS text, and telephone once the Researcher becomes aware of a security breach; and

Immediately following Researcher's notification to the State of a security breach, Researcher and the State shall coordinate with each other to investigate the security breach. Researcher 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 Researcher'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.

9. Liaison Officials

The State's liaison and the Researcher's liaisons for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Kim Nesmith
Data Governance and Privacy Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1803

Felix Fernandez, Ph.D.
Principal Research Scientist
FHI 360

ffernandez@fhi360.org
202-884-8629

10. Term of Agreement

This Agreement shall begin on May 8, 2018 and shall terminate on May 8, 2021. 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

Either party may terminate this Agreement by giving the other party sixty-day prior written notice of such termination.

12. Assignment and Amendment of Contract

Researcher shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Any amendment or modification to this Agreement must be in writing and signed by both parties.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Researcher 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

Researcher's obligation under Clauses 1, 3, 4, 5, 6, and 14 shall survive expiration and/or termination of this Agreement. Researcher's obligations under Clauses 7 and 8 shall survive expiration and/or termination of this Agreement until Researcher has fully complied with its obligation to destroy data as set forth herein.

John C. White,
State Superintendent of Education

Christy L. Smith, Contracting Officer
Contract Management Services, FHI 360

Christy L. Smith Foster, Contracting Officer
Contract Management Services