

**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. and La. R.S. 17:3914 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 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 the President and Fellows of Harvard College acting on behalf of the Harvard Graduate School of Education and the Center for Education Policy Research (“Harvard” or “CEPR”), with offices at 50 Church Street, 4th Floor, Cambridge, MA 02138, (hereinafter referred to as “Researcher”) do enter into this Agreement subject to the terms and conditions as specified herein.

2. Purpose of the Research

Researcher agrees to use any data disclosed to it pursuant to this Agreement for the purposes of producing reports and/or evaluations for the Louisiana Department of Education to improve the quality of instruction and raise student achievement by examining the efficacy of elementary mathematic textbooks in use by districts, schools and classroom teachers, as measured by the association of textbook selection with student achievement.

3. Data

The State agrees to provide researcher with the following student-level and teacher-level data:

- Student identifier
- Student demographics (e.g., gender, race/ethnicity)
- Student IDEA, ELL, and economically disadvantaged status
- Student enrollment information
- Student assessments
- Teacher demographics
- Teacher certification
- Teacher experience
- Course information – student, teacher, and course linkage

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.

4. 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 RS 17:3914. The Researcher 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 RS 17:3914 and therefore will not be disclosed by Researcher to any third party.

Researcher shall protect the data by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized access to or use, dissemination, or disclosure of the data as it uses to protect its own confidential information. Researcher shall also comply with applicable legal requirements with respect to the use and security of such data. Specifically, 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, 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 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

Study

State, 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. Researchers shall not at any time remove or in any way permit or facilitate the removal of the student-level and teacher-level data from the geographic boundaries of the State of Louisiana.

5. Restrictions on Use

Researcher 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. 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 make a student's identity easily traceable. Researcher agrees to provide to the State any proposed publications or presentations which are to make public any findings, data, or results of the research under this Agreement for State's review and comment at least seven (7) days prior to submission of a manuscript or abstract for publication or the date of the presentation, provided that such review shall be limited to the identification of confidential information contained in the publication. At the end of the 7-day review period, Researcher shall have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by the State. Advance copies of such documents shall be forwarded to:

Kim Nesmith
Data Quality Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1840
kim.nesmith@la.gov

6. Indemnification

To the extent permissible by law, 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 directly incurred due to the Researcher's negligence or willful misconduct pursuant to this Agreement or any re-disclosure of such data by Researcher. The State agrees to give the Researcher immediate notice of any claim, action or suit in any way connected with activities under this Agreement.

7. 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. Prior to making any such records, reports, documents, materials and/or products publicly available, Researcher agrees to provide the State with a proposed draft for review, as described in Paragraph 5 of this Agreement.

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, any of the records, reports, documents, materials and/or products created by Researcher with data provided pursuant to this Agreement.

8. Security Audits

Pursuant to in La. R.S. 17:3914, 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 student data. State shall give Researcher reasonable notice of any such audit, no less than fifteen (15) days, and 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.

9. 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 PII, or (ii) 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 reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Researcher shall also take 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 State in resolving issues and fulfilling obligations associated with a security breach; (ii) immediately notify State in writing of a security breach after Researcher becomes aware of it; 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.


State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

15. Survival


Researcher's obligation under Clauses 2, 4, 5, 6, 7, and 14 shall survive expiration and/or termination of this Agreement. Researcher's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Researcher has fully complied with its obligation to destroy data as set forth herein.

THUS DONE AND SIGNED on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 19 day of July, 2017.



John C. White,
State Superintendent of Education

 7/19/17 RCF

President and Fellows of Harvard College
Name: Sarah Holtz
Title: Grants and Contracts Officer
President and Fellows of Harvard College
Digitally signed by Thomas J Kane
DN: cn=Thomas J Kane, o, ou,
email=tom_kane@gse.harvard.edu, c=US
Date: 2017.07.19 13:44:11 -04'00'

Thomas J Kane

Primary Researcher
Name:
Title:

Amendment # 1 to MOU between the Harvard Graduate School of Education, the Center for Education Policy Research, and LDE entered into on 07/19/2017

Amendment to Memorandum of Understanding

Louisiana Department of Education

AND

The Harvard Graduate School of Education and the Center for Education Policy Research

Amendment Provisions

Change Agreement from:

3. Data

The State agrees to provide researcher with the following student-level and teacher-level data:

- Student identifier
- Student demographics (e.g., gender, race/ethnicity)
- Student IDEA, ELL, and economically disadvantaged status
- Student enrollment information
- Student assessments
- Teacher demographics
- Teacher certification
- Teacher experience
- Course information – student, teacher, and course linkage

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.

ADD OR CHANGE TO:

3. Data

The State agrees to provide researcher with the following student-level and teacher-level data, through its subcontractor, Doug Harris:

- Student identifier
- Student demographics (e.g., gender, race/ethnicity)
- Student IDEA, ELL, and economically disadvantaged status
- Student enrollment information
- Student assessments
- Teacher demographics
- Teacher certification

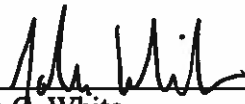
- Teacher experience
- Course information – student, teacher, and course linkage

Pursuant to the governing vendor contract the researcher will not receive these data directly from the State, rather, the subcontractor will provide researcher only with aggregated school-level data on school value added specifically related to the project “Never Judge a Book by its Cover: A National Study of Elementary Math Textbook Efficacy”. This data will contain no personally identifiable information, as defined in 34 CFR § 99.3;

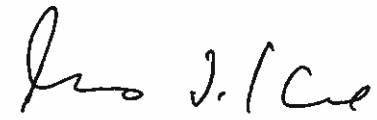
The researcher and the subcontractor are each responsible for their agents’ compliance with any applicable privacy and security obligation under this Agreement.

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.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by the Contracting parties. **IN WITNESS THEREOF**, this amendment is signed and entered into on this 20th day of February, 2018.



John C. White,
State Superintendent of Education



Thomas J. Kane
Primary Researcher
Harvard Graduate School of Education



Sarah Holtz
Grants and Contracts Officer

2/23/2018

Grants and Contracts Officer
President and Fellows of Harvard College

RLT