

**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) and 34 CFR § 99.31(a)(6)(i)(C) allow for the sharing of student-level data with organizations conducting certain studies for or on behalf of the school and/or to improve instruction, respectively,

WHEREAS, La R.S. 17:3914 allows for the LDE to share data outside the state of Louisiana with post-secondary educational institutes for academic research,

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.

WHEREAS, the research contemplated by this Agreement will also further the instructional and research objectives of Harvard in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as “State”) and President and Fellows of Harvard College, on behalf of the Center for Education Policy Research (CEPR) at the Harvard Graduate School of Education, (hereinafter referred to as “Harvard”) do enter into this Agreement subject to the terms and conditions as specified herein, State and

Harvard may hereinafter be referred to individually as a “Party,” and collectively as the “Parties.”

## **1. Purpose of the Study**

Harvard agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of performing the study related to the quality of teacher-student interactions using the CLASS® rubric.

## **2. Data**

The State agrees to provide researcher with the following 2016-17 through 2021-22 K-2 CLASS® observation-level data:

- Flag for local versus third party observation
- Lead teacher random ID
- Classroom random ID
- School random ID
- District random ID
- Observer random ID
- Shadow random ID
- Observation random ID
- Observation format
- Observation date
- Observation time
- Observation length
- Grade level
- Observation cycle number
- Number of students observed
- Number of adults observed
- Content (e.g., Math, ELA)
- Format (e.g., whole group, small group)
- Dimension description (e.g., positive climate, productivity)
- Dimension score (1-7)
- The CLASS® portal calculated average scores of each observation cycle in the following domains: emotional support, classroom organization, and instructional support.
- The CLASS® portal calculation formula

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 Harvard 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. Harvard 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 La. R.S. 17:3914 and therefore will not be disclosed by Harvard to any third party.

Harvard shall retain the original version of the data at a secure environment 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 study. Harvard shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to Harvard's authorized personnel. Harvard shall not permit sharing of the data with any unauthorized party. Harvard will ensure that access to the data maintained on computer files or databases is controlled by password protection. Harvard shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Harvard 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. Harvard 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). Harvard shall, under supervision of the 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.

For clarification, Harvard may recognize the contribution of the State in all written or oral public disclosures concerning Harvard's research using the data authorized in this Agreement, as appropriate in accordance with scholarly standards.

#### **4. Restrictions on Use**

Harvard 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. Harvard 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 information. Harvard 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. Harvard shall provide the State with a copy of any document containing, incorporating, referencing, or which Harvard has prepared in any way utilizing, any data provided to Harvard 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, provided that the scope and purpose of any review will be limited to the identification of confidential or Personally Identifiable Information contained in the publication which the State did not consent to disclose. Advance copies of such documents shall forwarded to:

Laura Boudreaux  
Director of Research and Data Privacy  
Louisiana Department of Education  
1201 North Third Street  
Baton Rouge, LA 70803  
225-219-7368  
[Laura.Boudreaux@LA.GOV](mailto:Laura.Boudreaux@LA.GOV)

## **5. Ownership**

Any records, reports, documents, materials, and/or products created or developed by Harvard with the data provided under this Agreement shall be the property of Harvard and or the Harvard researcher, as per Harvard's intellectual property policies. Harvard agrees to provide the State with a copy of any and all reports and/or publications created or developed by Harvard with the data provided under this Agreement within seven (7) business days from the date they are published. Harvard 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 Harvard with data provided pursuant to this Agreement, with due attribution to Harvard and Harvard authors, for non-commercial, academic or research purposes.

## **6. Security Audits**

Pursuant to in La. R.S. 17:3914, Harvard shall permit the State or its authorized representatives to carry out security or audit checks pertaining to Harvard's security and usage of student data provided under this Agreement at the State's sole expense. Harvard shall cooperate with the State. The State or its authorized representatives shall have access at mutually-agreed upon dates and times on working days during working hours at Harvard's business premises, to Harvard's employees working under this Agreement, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Harvard and Harvard's employees directly pertaining to this Agreement that are necessary for the State to carry out such security and audit checks, provided that such access should not unreasonably interfere with Harvard's regular business and research activities. The State or its authorized representatives shall have the right to reproduce and/or retain copies, at its sole expense, of any of the aforementioned information and documents.

## **7. 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 provided under this Agreement or the physical, technical, administrative or organizational safeguards put in place by Harvard that relate to the protection of the security, confidentiality or integrity of PII provided under this Agreement, or receipt of a complaint in relation to the privacy practices of Harvard with regards to data provided under this Agreement or a breach or alleged breach of this Agreement relating to such privacy practices.

Harvard shall take reasonable steps and good faith efforts, in accordance with academic standards, to prevent security breaches. Harvard shall also take reasonable steps, in accordance with academic standards, to promptly remedy any security breach and prevent any further security breach at Harvard's expense in accordance with standard academic practices and applicable law.

In the case of a Security Breach, Harvard shall (i) provide the State with the name and contact information for an employee of Harvard who shall serve as the State's primary security contact and shall be available to assist State during normal business hours as a contact in resolving issues

and fulfilling obligations associated with a security breach; and (ii) notify State in writing of a security breach within three (3) business days of Harvard becoming aware of it.

Promptly following Harvard's notification to the State of a security breach, Harvard shall investigate the security breach as it relates to the data provided under this Agreement, and coordinate updates to the State. Harvard agrees to fully cooperate with State in State's handling of the matter, including, without limitation: (i) performing any investigation; (ii) providing the State with reasonable physical access to the facilities and operations directly affected during normal business hours, provided that any such access shall not breach the confidentiality or security of other data held or stored at Harvard; (iii) facilitating interviews with Harvard's employees and others involved in the matter; and (iv) making available all directly relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise reasonably required by the State and (v) providing any notices to the State about persons or organizations affected by the security breach as required by law and as reasonably required by the State.

## 8. Liaison Officials

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

Laura Boudreaux  
Director of Research and Data Privacy  
Louisiana Department of Education  
1201 North Third Street  
Baton Rouge, LA 70803  
225-219-7368  
[Laura.Boudreaux@LA.GOV](mailto:Laura.Boudreaux@LA.GOV)

Jon Fullerton, Ph.D.  
Executive Director  
Center for Education Policy Research at Harvard University  
50 Church Street, 4<sup>th</sup> Floor  
Cambridge, MA 02138  
[jon\\_fullerton@gse.harvard.edu](mailto:jon_fullerton@gse.harvard.edu)  
617-595-5170

## 9. Term of Agreement

This Agreement shall begin on November 15, 2021 and shall terminate on November 15, 2024. 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.

## **10. Termination for Convenience**

Either the State or Harvard may terminate this Agreement at any time by giving written notice of such termination to the other party.

## **11. Assignment of Contract**

Either Party shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party.

## **12. Survival**

Harvard's and State's obligation under Clauses 1, 3, 4, 5, 13, and 14 shall survive expiration and/or termination of this Agreement. Harvard'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.

## **13. Representations and Warranties**

State warrants that it has the right to disclose the data provided under this Agreement to Harvard.

ALL DATA PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS." EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION, STATE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

HARVARD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE STUDY AND STUDY RESULTS AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## **14. Use of Name.**

Except as expressly provided in this Agreement, neither Party shall use or register the other Party's name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other party, including any school, unit, division or affiliate ("Names") for any marketing, publicity, or promotional purpose in connection with this Agreement or the Project, except with the prior written approval of, and in accordance with

restrictions required by, the Party whose Name is to be used. The foregoing notwithstanding, the Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**15. Entire Agreement.**

Unless otherwise specified, this Agreement embodies the entire understanding between State and Harvard for the study and data use described herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

*IN WITNESS WHEREOF*, the parties have executed this Agreement as of this 19<sup>th</sup> day of November, 2021.

DocuSigned by:

*Dr. Cade Brumley*

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Dr. Cade Brumley  
State Superintendent of Education

**Carolina  
Harvey**

Digitally signed by  
Carolina Harvey  
Date: 2021.11.22  
11:51:12 -05'00'

Authorized Official  
President and Fellows of Harvard College,  
on behalf of the Center for Education Policy  
Research (CEPR) at the Harvard Graduate  
School of Education

*DL*