

**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 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 American Institutes for Research, (hereinafter referred to as "Researcher") do enter into this Agreement subject to the terms and conditions as specified herein.

Study

1. Purpose of the Research

Researcher agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of producing the national evaluation of the Striving Readers Comprehensive Literacy (SRCL) grant program.

2. Data

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

- Louisiana Secure ID
- Student Demographics
- Assessment Data
- District and School
- Grade

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

Researchers 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. 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 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

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

5. Indemnification

Researcher shall indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees against and from damages, injury or loss, including reasonable attorney's fees where recoverable by law, 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 disclosure of data by the State pursuant to this Agreement or any re-disclosure of such data 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, 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 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. 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 PII, 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 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 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.

9. Liaison Officials

The State's liaison and the Researcher's liaison 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 Quality Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1840

Eleanor Fulbeck
Principal Researcher
American Institutes for Research
2800 Campus Dr. Suite 200
San Mateo, CA 94403
efulbeck@air.org
650-350-9045

10. Term of Agreement

This Agreement shall begin on March 10, 2020 and shall terminate on March 10, 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.

11. Termination for Convenience

The State may terminate this Agreement at any time by giving Researcher written notice of such termination.

12. Assignment of Contract

Researcher 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

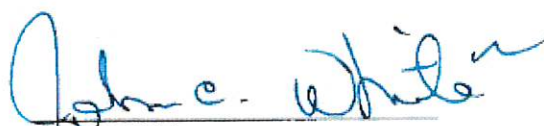
Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts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

Study

14. Survival

Researcher's obligation under Clauses 1, 3, 4, 5, 6, and 13 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 10th day of March 2020.



John C. White,
State Superintendent of Education

Nilva R da
Silva

Digitally signed by Nilva R
da Silva
Date: 2020.03.05 13:28:13
+05'00'

Researcher
Nilva da Silva
Senior Contract Officer
American Institutes for Research

Study



**Amendment # 1 to the Data Sharing Agreement between the
American Institutes for Research (AIR) and Louisiana Department
of Education entered into on March 10, 2020**

Amendment Provisions

The purpose of this Amendment is to revise the following provisions of the Agreement:

Paragraph 4 of the Agreement currently reads as follows:

4. 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 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 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

Paragraph 4 above shall be replaced in its entirety by the following:

4. 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 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 forwarded to:



**Amendment # 1 to the Data Sharing Agreement between the
American Institutes for Research (AIR) and Louisiana Department
of Education entered into on March 10, 2020**

Laura Boudreaux
Director of Research & Data Privacy
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.219.7368
laura.boudreaux@la.gov

Paragraph 9 of the Agreement currently reads as follows:

9. Liaison Officials

The State's liaison and the Researcher's liaison 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 Quality Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1840

Eleanor Fulbeck Sr.
Director of Strategy,
BD and Client Relations
American Institutes for Research
2800 Campus Dr. Suite 200
San Mateo, CA 94403
efulbeck@air.org
650-350-9045

Paragraph 9 above shall be replaced in its entirety by the following:

9. Liaison Officials

The State's liaison and the Researcher'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 & Data Privacy
Louisiana Department of Education
1201 N. Third Street



**Amendment # 1 to the Data Sharing Agreement between the
American Institutes for Research (AIR) and Louisiana Department
of Education entered into on March 10, 2020**

Baton Rouge, LA 70802
225.219.7368
laura.boudreaux@la.gov

Eleanor Fulbeck
Sr. Director of Strategy,
BD and Client Relations
American Institutes for Research
2800 Campus Dr. Suite 200
San Mateo, CA 94403
efulbeck@air.org
650-350-9045

Paragraph 10 of the Agreement currently reads as follows:

10. Term of Agreement

This Agreement shall begin on March 10, 2020 and shall terminate March 10, 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.

Paragraph 10 above shall be replaced in its entirety by the following:

10. Term of Agreement

This Agreement shall begin on March 10, 2020 and shall terminate December 31, 2026. 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.

All other terms and conditions remain the same.

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 the date indicated below.



**Amendment # 1 to the Data Sharing Agreement between the
American Institutes for Research (AIR) and Louisiana Department
of Education entered into on March 10, 2020**


Dr. Cade Brumley
State Superintendent of Education

Joseph Wagner Jr. Digitally signed by Joseph
Wagner Jr.
Date: 2023.05.19 09:29:50 -04'00'

Joseph Wagner, Jr.
Vice President, Contracts & Procurement
American Institutes for Research (AIR)



**Amendment 2 to the
Data Sharing Agreement entered into on March 10, 2020**

Between

THE AMERICAN INSTITUTES FOR RESEARCH (AIR)

AND

LOUISIANA DEPARTMENT OF EDUCATION

THIS AMENDMENT effective as of date of last signature, entered into by and between the parties listed as signatories hereto, collectively referred as ("the Parties").

WHEREAS, the Parties wish to amend that certain Data Sharing Agreement ("Agreement") dated March 10, 2020, by and among the Parties hereto, to achieve said purpose.

NOW THEREFORE, the Parties hereby agree to replace Paragraph 10 in its entirety by the following:

10. Term of Agreement

This Agreement shall begin on March 10, 2020 and shall terminate February 29, 2028. 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.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the Parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below.

LOUISIANA DEPARTMENT OF EDUCATION

DocuSigned by:

Cade Brumley

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Signature

DS
KB

9/18/2026

Date

Dr. Cade Brumley, State Superintendent of Education

Name and Title of Representative

AMERICAN INSTITUTES FOR RESEARCH



Signature

9/4/26

Date

Kate Haaf, Sr. Director, Contracts and Grants

Name and Title of Representative