



# CENTER FOR PUBLIC RESEARCH & LEADERSHIP CURRICULUM HQIM IMPLEMENTATION RESEARCH 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 The Trustees of Columbia University in the City of New York, on behalf of its Center for Public Research and Leadership at Columbia Law School, (hereinafter referred to as “Researcher”) do enter into this Agreement subject to the terms and conditions as specified herein.

## 1. Local Educational Agencies Stipulation

The Researcher acknowledges that local educational agencies (LEAs) in Louisiana submit student data



directly to the Researcher. The Researcher hereby agrees to be bound, vis-à-vis any and all such Louisiana LEAs that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Researcher by such Louisiana LEAs.

## 2. Purpose of the Research

Researcher is partnering with the Council of Chief State School Officers and The RAND Corporation, a California not-for-profit, public benefit (501(c)(3) research corporation, and the Research Partnership for Professional Learning (“RPPL”) at Brown University to study the relationship between high-quality instructional materials (HQIM) adoption, implementation quality, and student learning outcomes to improve instruction. Researcher agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of conducting this three-year study of K-8 ELA and math, HQIM implementation and the link between adoption, skillful implementation, and student outcomes.

## 3. Data

The State agrees to provide Researcher with the following data for school years 2022-2023 through 2026-2027 (pulled annually for forward-looking data) for school systems that opt into this agreement via addendum:

For all K-8 math and ELA teachers in participating LEAs:

- Teacher Unique Research Identification Number
- LEA Unique Research Identification Number
- School Unique Research Identification Number
- Years of experience, Total
- Licensure/Certification
- Race/ethnicity
- Gender
- Teacher years of experience - to be provided by the LEA to the state for linking, as available
- HQIM used by teacher for math and ELA - to be provided by the LEA to the state for linking, as available
- Separately for every grade, subject, and class taught (i.e., with a unique observation for each teacher-grade-subject-class cell if that teacher teaches multiple grades, subjects, or classes)
  - Subject (ELA and/or math)
  - Grade level
  - Course Name
  - Student Louisiana Secure ID (LASID) for all students enrolled

For all students enrolled in a K-8 math and/or ELA class in participating LEAs:

- Student Louisiana Secure ID (LASID)
- Literacy screener data for grades K-2, and other grades 3-8 as available



- LEAP ELA and math scaled score and achievement level for grades 3-8
- LEAP Connect scaled score and achievement level
- Student grade level assessed
- Gender
- Ethnicity/race
- Economically disadvantaged status
- Special Education status
- English Learner status
- Migrant status
- Homeless status
- Average daily attendance
- Chronically absent indicator
- Interim assessment data - these data will be provided by the LEA to the state for linking, as available
- Student experience survey data - these data will be provided by the LEA to the state for linking, as available

Additionally, LDOE will, on an annual basis during the 2024-2025 through 2026-2027 school years, take the following steps to ensure the Researcher can connect the Curriculum Implementation Change Framework (CICF) implementation data (surveys and curriculum implementation observation data) to student learning outcomes: support the Researcher in linking the collected CICF data to teacher and student-level data via the following steps:

1. Receive from Researcher select CICF data collected by the Researcher and pertinent to LDOE.
2. Pull teacher administrative and student administrative and learning outcome data for the current school year for all teachers in the CICF data.
3. Link the CICF data to the teacher administrative and student administrative and learning outcome data and (in subsequent years) add to data from all prior school years in the study.
4. Apply the teacher unique researcher identification number and student Louisiana Secure ID (LASID) to the data.
5. Provide to the Researcher a data set that includes CICF data linked to teacher and student administrative and learning outcome data via the teacher and student Louisiana Secure ID (LASID) for each year of the study.

The State and LEAs reserve the right to withhold any of the foregoing data if the State or LEAs determine, 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 La. R.S. 17:3914. The State and LEAs authorize Researcher to share data listed in section 3 with Researcher's employees, contractors, and agents, including RAND and RPPL, solely to the extent needed for purposes of the study discussed in Section 2. The Researcher hereby acknowledges that all documents received from the LEAs which include personally identifiable student information contained in or derived from a student's



education records ("Student Personally Identifiable Information (PII) Data") are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and therefore will not be disclosed by Researcher to any third party, except as expressly provided in this Agreement.

Researcher shall retain the original version of the student data at a single location and shall not make a copy or extract of the student data available to anyone except those who have a need for the data to perform the research project. Researcher shall maintain the student 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 student data from the limited access area. Researcher will ensure that access to the student data maintained on computer files or databases is controlled by password protection. Researcher shall establish procedures to ensure that the student 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 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 student data). Researcher shall destroy the data, including student 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.

## 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 under any circumstances which would directly or indirectly make a student's identity easily traceable, unless expressly authorized by the State and LEAs. 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:

Laura Boudreaux  
Director of Strategic Research and 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)

## 6. Indemnification



[Omitted]

## 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. 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.

## 8. Security Audits

Pursuant to in La. R.S. 17:3914, the Researcher shall permit reasonable security audit checks pertaining to Researcher's security and usage of student data provided under this Agreement. Researcher shall reasonably cooperate with all security audits. Access shall be made available at mutually-agreed reasonable times and on reasonable conditions on working days during working hours at Researcher's business premises to Researcher's employees who are working on activities related to the Agreement, 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. No person or entity will access PII except as authorized by law.

## 9. Security Breach

As used in this Agreement "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student data 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 data, or receipt of a complaint in relation to the privacy practices of Researcher with respect to student data, or a breach or alleged breach of this Agreement relating to such privacy practices with respect to student data.

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 in resolving issues and fulfilling obligations associated with a security breach; (ii) notify State in writing of a security breach after Researcher becomes aware of it; and following Researcher's notification to the State of a security breach,



Researcher shall keep the State informed, to the extent practicable, of its investigation into the security breach.

## 10. 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 Strategic Research and 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)

Liz Chu, Ph.D.  
Executive Director of CPRL  
435 W 116<sup>th</sup> Street  
New York, NY 10027  
347-920-0016  
[emc2170@columbia.edu](mailto:emc2170@columbia.edu)

## 11. Term of Agreement

This Agreement shall begin on August 13, 2025 and shall terminate on August 31, 2030. 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.

## 12. Termination for Convenience

The State may terminate this Agreement at any time by giving Researcher written notice of such termination. In the event of such Termination for Convenience, Researcher shall still be allowed to use the data provided prior to the date of termination and use of such data shall remain subject to all applicable provisions.

## 13. Assignment of Contract

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



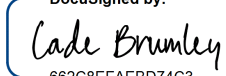
## 14. Jurisdiction, Venue and Governing Law

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 19<sup>th</sup> 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.

## 15. Survival

Researcher's obligation under Clauses 3, 4, 5, 7, and 14 shall survive expiration and/or termination of this Agreement. Researcher's obligations under Clause 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date indicated below.

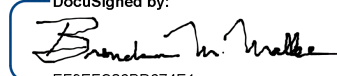
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Dr. Cade Brumley

State Superintendent of Education

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Brendan Mallee

Associate Dean for Finance,  
 Strategy and Operations  
 Columbia Law School