

**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 allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as “State”) and MMCS Consulting, LLC (hereinafter referred to as “Contractor”) have entered into a contractual arrangement, pursuant to which Contractor will provide the services to the State,

WHEREFORE, the State and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

This Data Sharing Agreement (hereinafter referred to as “Agreement”), upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and MMCS Consulting, LLC. related to the purpose stated below.

1. Purpose of the Disclosure

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of producing the Louisiana School Accountability Subgroup Reports and for the purposes of providing a secure data certification system that allows districts to review and certify data.

2. Data

The State agrees to provide Contractor with the following student-level data solely for the purposes of providing services to State:

- Identification
 - Louisiana Secure ID
 - First 3 letters of last name
 - First letter of first name
 - Day of birth
- Demographics
 - FRL status
 - Race/Ethnicity
 - Gender
 - LEP

- School Information about the student
 - LEA
 - Site
 - Flag for accountability inclusion based on accountability policy
- Academic Information
 - LEAP, iLEAP, LAA1, LAA2, EOC test score and level for each test the student took
 - ACT highest composite score with accompanying ACT index
 - For progress point calculations and certification: LEAP, iLEAP, EOC, EXPLORE, PLAN, and ACT.
 - Credit accumulation information for DCAI, based on SIS and STS entries.
 - For graduation cohort and index: graduation date, exit and entry dates, and student level information used in the index (AP, DE, IB, IBC).
- Teacher preparation program candidate and program graduates' data
 - Name
 - SSN
 - Demographic information
 - Program data such as the year the program was completed and program pathways
 - Certification data
- Early childhood site and classroom level data
 - Site name
 - Enrollment
 - Teacher child ratio
 - Teacher name, degree, and certification

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 Contractor 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. Contractor 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 RS 17:3914 and will not be disclosed by Contractor to any third party. Final reports made by Contractor that do not include individual student identifiable information are not part of this confidentiality.

Contractor 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 services. Contractor shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to Contractor's authorized personnel. Contractor shall not permit removal of the data from the limited access area. Contractor will ensure that access to the data maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Contractor 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. Contractor shall, under supervision of the State, destroy the data provided to Contractor, including all copies, whether in

electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first.

4. Restrictions on Use

Contractor shall not use the data for any purpose not expressly permitted in this Agreement without prior written approval of the Louisiana State Superintendent of Education, except in the event of a dispute between the parties to this Agreement. Contractor cannot disclose 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 or under any circumstances which would directly or indirectly makes a student's identity easily traceable. Any questions by Contractor regarding the implementation of this Agreement shall be directed to:

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

5. Indemnification

Contractor's indemnification obligations for breach of this Agreement shall be the same as Contractor's indemnification obligations as provided in Contractor's contract with the State for the above stated purpose.

6. Ownership

All records, reports, documents, or other data material related to this Agreement and/or obtained or prepared by Contractor in connection with this Agreement shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Agreement. However, Contractor shall be allowed to obtain and maintain copies of final reports made by Contractor related to the work for five (5) years after completion of the work, and after such period shall return or destroy such copies.

7. Audits

Contractor shall permit the State or its authorized representative(s) to carry out security or audit checks pertaining to Contractor's security and usage of PII. Contractor shall cooperate with the State. State or its authorized representative(s), upon reasonable notice of not less than seven (7) days at a mutually-agreed-upon time and date with the Contractor, shall have access to Contractor's business premise, to Contractor's employees assigned to the Project, together with records, books and correspondence and other papers and documentation or media in possession of Contractor and Contractor's employees pertaining to this Agreement in order to carry out such audit check. Such security or audit checks shall not exceed more than one time of either during or each six month period of this Agreement. The State or its authorized representative(s) shall have the right to reproduce and/or retain copies at is expense of any of the aforementioned information and documents.

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 Contractor 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 Contractor or a breach or alleged breach of this Agreement relating to such privacy practices.

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

Contractor shall:(i) provide the State with the name and contact information for an employee of Contractor who shall serve as State's primary security contact and shall be available to assist the State in resolving issues and fulfilling obligations associated with a security breach; (ii) immediately notify the State in writing of a security breach after Contractor becomes aware of it; and

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

9. Liaison Officials

The State's liaison and the Contractor'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
225-342-1803

Mark K. Mossavat
President, MMCS Consulting, LLC.
13740 Research Blvd., Suite N5
Austin, TX 78750
mmossavat@mmcsconsulting.com
866-349-7143

10. Term of Agreement

This Agreement shall begin on March 30th, 2019 and shall terminate on June 30th, 2022. 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 Contractor written notice of such termination.

12. Assignment of Contract

Contractor 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. Any and all claims and disputes to this agreement will be subject to non-binding mediation prior to the institution of any legal action, unless the filing of an action is necessary to avoid a bar by application or a limitation of action statute or law. Written notice of mediation shall be delivered to the other party.

14. Survival

Contractor's obligation under Clauses 1, 3, 4, 5, 6, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 7 and 8 shall survive expiration and/or termination of this Agreement until Contractor 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 30th day of March, 2019.



John C. White
State Superintendent of Education



Mark K. Mossavat
President, MMCS Consulting, LLC.