



NATIONAL CENTER FOR EDUCATION STATISTICS

NAEP & TIMSS 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, La R.S. 17:3914 allows for Local Educational Agencies to contract with a public or private entity for student and other educational services and release personally identifiable information pursuant to the terms of the contract,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as "State") and the National Center for Education Statistics of the U.S. Department of Education conducting the studies listed below (hereinafter referred to as "Contractor") enter into this Data Sharing Agreement (hereinafter referred to as "Agreement"), a contractual arrangement, pursuant to which the Contractor, through its designated authorized representatives under 34 C.F.R. §§99.31(a)(3) and 99.35, will provide services to State and Local Educational Agencies (LEAs).

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

This Agreement, upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and the Contractor regarding the subject matter contained herein.

1. Local Educational Agencies Stipulation

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data to the Contractor through the Contractor's authorized representatives. The Contractor 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 to the Contractor through its authorized representatives by such Louisiana LEAs. Contractor agrees that its authorized representatives shall be contractually bound by terms of this Agreement.

2. Purpose of the Disclosure

The Contractor agrees to collect and use any data disclosed to it or its authorized representatives pursuant to this Agreement solely for the purposes of performing the following studies:

- The National Assessment of Educational Progress (NAEP)
- The Trends in International Mathematics and Science Study (TIMSS)

3. Data

The State agrees to provide the following data for NAEP:

Student-level data in grades 4, 8 and 12 in sampled schools

- Louisiana Secure ID
- Grade
- Sex
- Race/ethnicity
- English Language Learner Status
- Special Education Status
- Economically disadvantaged status

LEAs that choose to opt into this agreement may choose to provide the following additional data via Louisiana Secure ID System with the following solely for the purposes provided above:

For NAEP: Student information in grades 4, 8, and 12 in sampled schools

- Louisiana Secure ID
- Name
- Date of Birth
- Grade
- Sex
- Race/ethnicity
- English Language Learner status
- Special Education status
- Economically disadvantaged status
- Accommodations needed for IEP or ELL students

For TIMSS:

Students who are in grade 8:

- Mathematics class name and teacher name
- Name
- Sex
- Date of Birth
- Student with a Disability status
- English Language Learner status
- Science teacher name

Students who are in grade 4:

- Class and teacher name
- Name
- Sex
- Date of Birth
- Student with a Disability status
- English Language Learner status

The State and LEAs reserve the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data would violate any provision of state or federal law. The State will not have access to any student

personally identifiable information except as provided in La. R. S. 17:3914. Non-personally identifiable student-level and aggregate data may be used by the Contractor and shared with the State for the following purposes: to improve educational instruction, to demonstrate the effectiveness, development, or improvement of educational instruction, and for research.

4. Confidentiality

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232(g), et seq., and all other applicable laws. The Contractor hereby acknowledges that all documents, which include information contained in or derived from a student's education records, are deemed confidential pursuant to FERPA and all other applicable laws, and therefore will not be disclosed by Contractor or its authorized representatives to any third party unless expressly permitted under the terms of this Agreement.

Contractor or its authorized representatives 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 personnel who have a need for the data to perform the services referenced in this Agreement. Contractor or its authorized representatives shall maintain the data in hard copy or electronic form, in an area that has limited access only to Contractor's or its authorized representatives' authorized personnel. Contractor or its authorized representatives shall not permit removal of the data from the limited access area. Contractor or its authorized representatives will ensure that access to the data maintained on computer files or databases is controlled by password protection. Contractor or its authorized representatives shall establish procedures to ensure that the data cannot be extracted from a computer file or database by unauthorized individuals. Contractor or its authorized representatives 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 or its authorized representatives shall destroy the data provided to Contractor or its authorized representatives, including all copies, whether in electronic or hard copy form, when the studies are completed or this Agreement is terminated, whichever occurs first. Contractor or its authorized representatives will provide an attestation certifying that all such data has been destroyed.

5. Restrictions on Use

Contractor or its authorized representatives shall not use the data for any purpose not expressly permitted in this Agreement. Contractor or its authorized representatives shall not 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 traceable.

6. Ownership

Any data delivered or transmitted to the Contractor or its authorized representatives by the State and/or obtained or prepared by Contractor or its authorized representatives for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by Contractor or its authorized representatives to the State.

Any data delivered or transmitted to the Contractor or its authorized representatives by an LEA and/or obtained or prepared by Contractor or its authorized representatives for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by Contractor or its authorized representatives to the LEA. Any documents, materials, and/or products created or developed by Contractor or its authorized representatives under this Agreement for an LEA shall be the property of the LEA. No records, reports, documents, materials or products created or developed under this Agreement containing student personally identifiable information may be distributed to third parties.

7. Security Audits

The Contractor or its authorized representatives shall permit security audit checks pertaining to Contractor's or its authorized representatives' security and usage of student data. Contractor or its authorized representatives shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at Contractor's or its authorized representatives' business premises to Contractor's or its authorized representatives' employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor or its authorized representatives and Contractor's employees or its authorized representatives' employees pertaining to this Agreement. No person or entity will access student personally identifiable information 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 student information or the physical, technical, administrative or organizational safeguards put in place by Contractor or its authorized representatives that relate to the protection of the security, confidentiality or integrity of personally-identifiable student information, or receipt of a complaint in relation to the privacy practices of Contractor or its authorized representatives or a breach or alleged breach of this Agreement relating to such privacy practices.

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

Contractor or its authorized representatives shall: (i) provide the State and LEA with the name and contact information for an employee of Contractor or its authorized representatives who shall serve as the State's and LEA'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 the State and LEA via email, SMS text, or a phone call to the State and LEA contacts which have been provided to the Contractor or its authorized representatives once the Contractor or its authorized representatives become aware of a security breach.

Immediately following Contractor's or its authorized representatives' notification to the State and LEA of a security breach, Contractor or its authorized representatives, the State, and the LEA shall coordinate with each other to investigate the security breach. Contractor or its authorized representatives agree to fully cooperate with State and LEA in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's or its authorized representatives' 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 LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA.

9. Term of Agreement

This Agreement shall begin on August 1, 2025 and shall terminate on August 31, 2030 and will cover NAEP 2026, NAEP 2027, NAEP 2028, and NAEP 2029 and TIMSS for the same period. 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

The State may terminate this Agreement at any time by giving Contractor and all LEAs written notice of such termination.

11. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Contractor from contracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such contractor(s) adhere to, and agree to be bound by, all provisions of this Agreement, and that any contract with such contractors shall make such contractor subject to the audit provisions contained herein.

12. Survival

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

THUS DONE AND SIGNED at Baton Rouge, Louisiana and Washington D.C., on the day, month and year first indicated below.

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

DocuSigned by:

Cade Brumley
662C8EFAEBD74C3

Dr. Cade Brumley
State Superintendent of Education
Date:

DS
KB

10/13/2025

Matthew Soldner
Matthew Soldner (Oct 9, 2025 09:30:09 EDT)

Matt Soldner
Acting Commissioner
National Center for Education Statistics

Louisiana - 2025 Data Sharing Agreement - for signature - 9.24.25

Final Audit Report

2025-10-09

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