



**2023 INNOVATIVE ASSESSMENT DEMONSTRATION  
AUTHORITY (IADA)  
NWEA 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 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 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 NWEA, a division Houghton Mifflin Harcourt Publishing Company ("NWEA") have entered into a contractual arrangement, pursuant to which NWEA will provide the services to State,

WHEREAS, NWEA has entered into contractual arrangements or memorandum of understandings with subcontractors that will assist in providing services to the State to which the Contractor is responsible for ensuring all subcontractors are bound by all provisions of this agreement, (hereinafter "Contractor" shall refer to NWEA and its undersigned subcontractors).

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

This Data Sharing Agreement, upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of Education and NWEA.

### **1. Local Educational Agencies Stipulation**

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Contractor. 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 directly to the Contractor by such Louisiana LEAs.

### **2. Purpose of the Disclosure**

Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of evaluating the reliability, validity, and fairness of the Innovative Assessment Demonstration Authority (IADA) assessments for the Louisiana Department of Education.



**2023 INNOVATIVE ASSESSMENT DEMONSTRATION  
AUTHORITY (IADA)  
NWEA DATA SHARING AGREEMENT**

---

### **3. Data**

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

- Innovative Pilot Assessment Results
- Student Demographics
- LEAP Results (including item responses), both historical and during the term of the agreement
- Assessment Accommodations

LEAs will provide the Contractor with the following solely for the purposes provided above:

- Louisiana Statewide Unique ID (LASID)
- Student name
- Date of Birth

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. Should information be withheld, Contractor shall not be liable for any failure to or incomplete reports due to State.

### **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, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. 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 La. R.S. 17:3914 and will not be disclosed by Contractor to any third party without prior authorization. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this agreement, and that any contract with such subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

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 personnel who have a need for the data to perform the services referenced in this agreement. Contractor shall maintain the data 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



**2023 INNOVATIVE ASSESSMENT DEMONSTRATION  
AUTHORITY (IADA)  
NWEA DATA SHARING AGREEMENT**

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.

## **5. Restrictions on Use**

Contractor 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. Contractor 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 student level information. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any unauthorized third party student-level data or information under any circumstances which would directly or indirectly makes a student's identity easily traceable. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein as described in the foregoing section.

Any questions by Contractor regarding the implementation of this Agreement shall be directed 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)

## **6. Indemnification**

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from Contractor's 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 Contractor.

## **7. Ownership**

Records, reports, documents, and materials, created or developed by Contractor with the data provided under this Agreement and in accordance with State Contract 2000759240 ("LA DOE Contract") shall be the property of the State. For the avoidance of doubt, work undertaken by Contractor pursuant to this Agreement and the LA DOE Contract shall remain the property of



**2023 INNOVATIVE ASSESSMENT DEMONSTRATION  
AUTHORITY (IADA)  
NWEA DATA SHARING AGREEMENT**

Contractor, but Contractor grants to State an irrevocable, perpetual, royalty-free, paid up, license to use, distribute, display, reproduce, and to make derivative works of said records, reports, documents and materials. Notwithstanding the forgoing, the ownership of the proprietary input data of the named Contractor and subcontractors shall remain with the named Contractor and subcontractors.

## **8. Audits**

Pursuant to in La. R.S. 17:3914, the Contractor shall permit the State or its authorized representatives to carry out security or audit checks pertaining to Contractor's security and usage of student data. Contractor 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 Contractor's business premises to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor'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.

## **9. 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 student data.

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

Contractor shall:(i) provide the state with the name and contact information for an employee of Contractor who shall serve as the State's primary security contact and shall be available to assist State within a reasonable time as a contact in resolving issues and fulfilling obligations associated with a security breach; (ii) notify State in writing of a security breach without undue delay that shall not exceed seventy-two (72) hours after Contractor becomes aware of it.

Immediately following Contractor's notification to the State of a security breach, Contractor and the State shall coordinate with each other to investigate the security breach. Contractor 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 Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other



**2023 INNOVATIVE ASSESSMENT DEMONSTRATION  
AUTHORITY (IADA)  
NWEA DATA SHARING AGREEMENT**

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.

## 10. 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:

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)

- |   |   |
|---|---|
| <p>1. <a href="#">NWEA, Division of Houghton Mifflin Harcourt Publishing Company</a><br/>Attn: William Byers, General Counsel<br/>125 High St, Suite 900<br/>Boston, MA 02110<br/>503-624-1951<br/><a href="mailto:legalservices@nwea.org">legalservices@nwea.org</a></p> | <p>(202) 223-1854<br/><a href="mailto:Lior.Klirs@greatminds.org">Lior.Klirs@greatminds.org</a></p>  |
| <p>2. <a href="#">Odell Education</a><br/>Judson Odell, CEO<br/>79 Parkside Drive<br/>Princeton, NJ 08540<br/>(518) 424-7047<br/><a href="mailto:judson@odelleducation.com">judson@odelleducation.com</a></p>   | <p>5. <a href="#">Progressive Measurement</a><br/>Matthew Schulz, Founder/Owner<br/>561 Junipero Avenue<br/>Pacific Grove, CA 93950<br/>(831) 920-1052<br/><a href="mailto:mattschulz54@gmail.com">mattschulz54@gmail.com</a></p>                                       |
| <p>3. <a href="#">Johns Hopkins University</a><br/>Darren Lacey, CISO<br/>3400 N Charles St<br/>Baltimore, MD 21218<br/>(410) 516-8000<br/><a href="mailto:lTrisk@jhu.edu">lTrisk@jhu.edu</a></p>   | <p>6. <a href="#">MZ Development</a><br/>Miles Loring, Chief Product Architect<br/>2510 North Dodge Street<br/>Iowa City, IA 52245<br/>641-373-1117<br/><a href="mailto:miles.loring@pearson.com">miles.loring@pearson.com</a></p>                                      |
| <p>4. <a href="#">Great Minds PBC</a><br/>Lior Klirs, Director, Assessment<br/>55 M Street SE, Suite 301<br/>Washington, DC 20003<br/>(615) 693-1579</p>  | <p>7. <a href="#">Strategic Measurement and Evaluation</a><br/>Melissa McCandless, Sr Project Manager<br/>3768 Rome Drive, Suite B<br/>Lafayette, IN 47905<br/>(765) 742-7634 (office)<br/><a href="mailto:melissam@smeasurement.com">melissam@smeasurement.com</a></p> |
|   | <p>8. <a href="#">Center for Assessment</a><br/>Erin Joyce, Contract Coordinator<br/>31 Mt Vernon Street<br/>Dover, NH 03820</p>  |



2023 INNOVATIVE ASSESSMENT DEMONSTRATION AUTHORITY (IADA) NWEA DATA SHARING AGREEMENT

(603) 516-7900 EJoyce@nceia.org

11. Term of Agreement

This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 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.

12. Termination for Convenience

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

13. Assignment of Contract

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

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 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.

15. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 14 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 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 the date signed by the State Superintendent of Education noted below.

DocuSigned by: Cade Brumley 10/26/2023 662C8EFAEBD74C3... Dr. Cade Brumley State Superintendent of Education

DocuSigned by: Zac Henrich 9D8EB22E932D4BA... Zac Henrich, VP Technology Strategy MZ Development, Inc

DocuSigned by: Melissa McCandless F3A5A0D84D2945D... Melissa McCandless, Sr Project Manager Strategic Measurement & Evaluation, Inc.

Chris Minnich Chris Minnich (Oct 2, 2023 10:43 PDT) Chris Minnich, President NWEA Division Houghton Mifflin Harcourt Publishing Company



2023 INNOVATIVE ASSESSMENT DEMONSTRATION  
AUTHORITY (IADA)  
NWEA DATA SHARING AGREEMENT

DocuSigned by:

*Jonathon*

1357FD72D769420...

Jonathon Berry, Contracts Associate  
Johns Hopkins University

**Scott Marion**

Scott Marion, President/Executive Director  
Center for Assessment

DocuSigned by:

*Judson Odell*

7FAB2DE10B1440B...

Judson Odell, CEO  
Odell Education LLC

**Signature:** *Scott Marion*

**Email:** smarion@nciea.org

**Signature:**

**Email:** lior.klirs@greatminds.org

DocuSigned by:

*Lior*

3310432E6B5B48B...

Lior Klirs, Director of Assessment  
Great Minds PBC

DocuSigned by:

*E Schulz*

4FCCE4CE3859415...

Matthew Schulz, Founder/Owner  
Progressive Measurement

**Signature:**

**Email:** jberry41@jhu.edu