

<p style="text-align: center;">STATE OF LOUISIANA DEPARTMENT OF EDUCATION DATA SHARING AGREEMENT</p>

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

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

1. Purpose of the Disclosure

Contractor agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of the providing services to the State of evaluating policies and strategies for supporting educational improvement.

2. Data

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

Student Level Data:

- Student unique identifier
- Demographics
- Grade
- Enrollment
- Grades
- Credit accumulation
- Assessment
- Course enrollment
- Dropout flag
- On track flag

- Attendance
- Discipline data
- Graduation rates
- FASFA completion

Teacher Data:

- Demographics
- Certification
- Movement
- Courses taught
- Teacher VAM
- Compensation
- Professional development
- Retention, promotion, and tenure

Early Childhood Data:

- Enrollment
- Classroom observations
- Site rating
- Early childhood teacher level of education
- Early childhood teacher certification
- Early childhood teacher professional development

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. Contractor 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.

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 the prior written approval of the Louisiana State Superintendent of Education. 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 Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
kim.nesmith@la.gov

5. 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.

6. Ownership

All data provided to Contractor by the State shall remain the property of the State, and shall, at the expiration or termination of this Agreement be either returned to the State or shall be destroyed by Contractor, at the direction of the State. Any records, reports, documents, materials, and/or products created or developed by Contractor with the data provided under this Agreement shall be the property of the Contractor. Contractor will provide State with a copy of each proposed publication. State will review all documents within four (4) weeks of receipt. Contractor will be free to proceed with publication after the four (4) week period whether or not any comments have been received from State, however, comments received related to questions of fact or confidentiality will be duly considered by Contractor prior to publication. However, nothing herein shall be construed to relieve the Contractor of any of its obligations pursuant to this Agreement.

7. 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 PII. 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.

8. 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 Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
kim.nesmith@la.gov

John Coughlan
Contract and Grant Administrator
RAND Corporation
1776 Main Street
P.O. Box 2138
Santa Monica, CA 90403
310.393.0411 ext 7126
coughlan@rand.org

9. Term of Agreement

This Agreement shall begin on March 26, 2018 and shall terminate on March 26, 2023. 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 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.

12. Jurisdiction, Venue and Governing Law

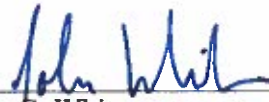
Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts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

13. Survival

Contractor's obligation under Clauses 1, 3,4,5,6, and 12 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.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 22nd day of March, 2018.



John C. White,
State Superintendent of Education



Dennis Flieder
Director of Contracts and Grants

3/22/18