

**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 at 34 C.F.R. 99.31 and 34 C.F.R. 99.35 allow for the sharing of student-level data with authorized representatives of the State educational authorities in connection with the audit and evaluation of education programs provided that, except when collection of personally identifiable information is specifically authorized by Federal law, any data collected by such officials shall be protected in a manner which will not permit the personal identification of students and their parents by other than those officials, and such personally identifiable data shall be destroyed when no longer needed for such audit or evaluation of education programs,

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as "State") and the Center for Research on Education Outcomes (CREDO) at Stanford University, (hereinafter referred to as "Researcher") do enter into this Agreement subject to the terms and conditions as specified herein. The terms and conditions specified herein apply to the current agreement and do not apply to any future agreements.

1. Purpose of the Research

Researcher agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of the research project which are described below.

There are a set of broad questions regarding public school impacts on student achievement as well as a more specific evaluation of charter schools within the state that we will examine. The broad questions about public schools that CREDO will address are:

- 1) Do district start-up schools create superior academic environments for their students compared to the former school or other similar district schools?
- 2) Are students in affluent areas benefitting from public school attendance?
- 3) How has adoption of new legislation, made to become more competitive for Race to the Top funds, affected student achievement?

Regarding charter schools, there are three separate strands of research that our work draws upon:

- 1) The correlates of academic achievement and growth,
- 2) The assessment of charter schools as an educational improvement policy, and
- 3) The stimulation or competitive effects of charter schools on districts.

An additional set of questions in this area will be addressed as part of the evaluation CREDO is conducting for New Schools for New Orleans (NSNO) and its project partners (including the Louisiana Recovery School District) as part of their Investing in Innovation (i3) grant from the

US Department of Education. NSNO and RSD have embarked on a bold five-year journey to standardize, validate and export the New Orleans Charter Restart Model. The project has critical importance for education reform policy, as it is unique in its approach to addressing the problem of failing schools by restarting them with schools operated by successful charter operators. The project holds tremendous potential for guiding school turnaround efforts across the country. Using a variety of relevant comparison groups, CREDO will investigate multiple facets of the program, including:

- 1) Do charter restarts produce significantly better results than the schools they are replacing? In other words, are charter restarts an effective turnaround strategy?
- 2) Under the turnaround model, how does CMO expansion in New Orleans affect academic results both at the failing schools replaced by CMO-run schools and at the pre-existing CMO schools?
- 3) Are charter restarts more or less successful in their first year than other new charter or district schools?
- 4) How do the turnaround activities affect the overall educational quality available to all students in New Orleans?

2. Data

2010-11 through the 2018-2019 school years:

- Students' linked across school years
- Assessments
 - State achievement test scaled and raw scores for reading/ELA and math including proficiency/performance categories for each subject
 - End-of-course exam scores for high school students
 - School site code for each school the student attended on the testing date each year
- Student demographics:
 - Ethnicity and gender
 - Lunch and SPED status
 - English proficiency
 - Grade level
- Enrollment data:
 - Date entered, exited
 - attendance, days
 - school site code and name
- For high school students, graduation flag and course completion records

In addition to the student-level data described above, the State will also provide the following school-level data:

- List of charter schools by district and school ID.
- List of juvenile detention centers by district and school ID.
- NCES school and LEA codes
- Grade level means, standard deviations and reliability statistics for the state reading and math tests for each year, such as are often available in a technical report.
- Cut scores for proficiency bands.
- Teacher demographics and school/grade teaching assignment

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 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 RS 17:3913. Researcher 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 17:3913 will not be disclosed by State to Researcher pursuant to this Agreement.

Researcher 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 research project. Researcher shall maintain the 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 data from the limited access area. Researcher will ensure that access to the data maintained on computer files or databases is controlled by password protection. Researcher shall establish procedures to ensure that the target 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-level 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 personally-identifiable student data or any data sets or cells of less than ten (10). Researcher shall, under supervision of the State, destroy the 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.

4. 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 or information in any form whatsoever in data sets and/or cell sizes of less than ten (10) or under any circumstances which would directly or indirectly makes a student's identity easily traceable.

5. Indemnification

Researcher 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 Researcher 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 Researcher.

6. 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 understands the need to coordinate the release of new analysis with the State and shall provide the State with a copy of any document which Researcher has prepared 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. Thereafter, Researcher agrees to inform the State when previously released documents are the primary focus of discussions, investigations or hearings. Researcher and the State agree that notice on working drafts of reports or articles that have not been released is not required.

Researcher and the State agree that for analytic work products that are tied to the i3 selection process (i.e., the ""Decision Tools"), simultaneous release to the i3 partners and to the State is permitted, as long as the i3 partners agree not to release anything based on the analysis for 5 business days. During the review period, Researcher agrees to provide briefings or other interpretive guidance to the State to support a thorough understanding of the methods, results and implications.

7. 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:

Kim Nesmith
Data Quality Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1840

Eric Hanushek
Principal Investigator, CREDO
hanushek@stanford.edu
650-736-0942
(Role in this agreement: Signatory)

Margaret Raymond
Director, CREDO
macke@stanford.edu
650-725-3431
(Role in this agreement: Signatory, Liaison)
CREDO
Stanford University
434 Galvez Mall
Stanford, CA 94305-6010

8. Term of Agreement

This Agreement shall begin on May 1, 2015 and shall terminate on July 1, 2019. 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.

9. Termination for Convenience

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

10. Assignment of Contract

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

11. 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.

12. Survival

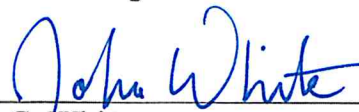
Researcher's obligation under Clauses 1,3,4,5,6, and 11 shall survive expiration and/or termination of this Agreement.

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

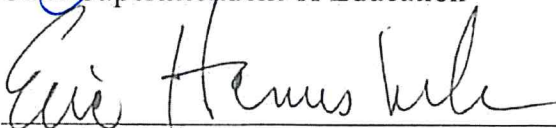
IN WITNESS WHEREOF, the parties have executed this Agreement as of this 1st day of May, 2015.

 11/23/15

Stefani Shek
Associate Director
Industrial Contracts Office



John C. White,
State Superintendent of Education



Eric Hanushek,
CREDO Principal Investigator



Margaret Raymond, CREDO Director

Amendment # 1 to Data Sharing Agreement between Center for Research on Education Outcomes (CREDO) and LDE entered into on 5/1/2015

Amendment No. 1 to Data Sharing Agreement

Louisiana Department of Education

AND

Center for Research on Education Outcomes (CREDO)

Amendment No. 1 Provisions

The Louisiana Department of Education and The Board of Trustees of the Leland Stanford Junior University, on behalf of the Center for Research on Education Outcomes (CREDO), hereby agree to amend the Data Sharing Agreement, effective May 1, 2015, (“Agreement”) as follows:

The Sections 2 and 8 shall be replaced with the following:

8. Term of Agreement

This Agreement shall begin on May 1, 2015 and shall terminate on December 31, 2021.

2. Data

2010-11 through the 2019-2020 school years:

- Students linked across years
- Student demographics:
 - Ethnicity and gender
 - Lunch and SPED status
 - English proficiency
 - Grade level
 - Migrant
 - Homeless
- Enrollment and Attendance
 - School and district
 - Entry date and code
 - Exit date and code
 - Dropout date and code
 - Attendance
- Completion Information
 - Course completion information
 - Graduation status
 - Dual enrollment credits earned

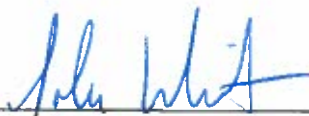
- Assessments
 - State achievement test scaled and raw scores for reading/ELA and math including proficiency/performance categories for each subject
 - Accommodations
 - End-of-course exam scores for high school students
 - ACT
 - IB participation
 - AP participation and passage

In addition to the student-level data described above, the State will also provide the following school-level data:

- List of charter schools by district and school ID.
- List of juvenile detention centers by district and school ID.
- NCES school and LEA codes
- Grade level means, standard deviations and reliability statistics for the state reading and math tests for each year, such as are often available in a technical report.
- Cut scores for proficiency bands.
- Teacher demographics and school/grade teaching assignment

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.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by the Contracting parties. Except as explicitly provided above, the Agreement remains unchanged and in full force and effect. **IN WITNESS THEREOF**, this amendment is signed and entered into on this 4th day of October, 2017.



John C. White,
State Superintendent of Education



Lisa S. Chen, Industrial Contracts Officer
Stanford Industrial Contracts Office

Amendment # 2 to MOU between Center for Research on Education Outcomes (CREDO) and LDE entered into on 5/1/2015

Amendment to Data Sharing Agreement

Louisiana Department of Education

AND

Center for Research on Education Outcomes (CREDO)

Amendment Provisions

CHANGE AGREEMENT FROM:

2. Data

2010-11 through the 2018-2019 school years:

- Students linked across years
- Student demographics:
 - Ethnicity and gender
 - Lunch and SPED status
 - English proficiency
 - Grade level
 - Migrant
 - Homeless
- Enrollment and Attendance
 - School and district
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- Cut scores for proficiency bands.
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ADD OR CHANGE TO:

2. Data

2010-11 through the 2018-2019 school years:

- Students linked across years
- Student demographics:
 - Ethnicity and gender
 - Lunch and SPED status
 - English proficiency
 - Grade level
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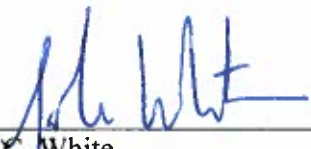
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- Cut scores for proficiency bands.
- Teacher demographics and school/grade teaching assignment
- Cohort data

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.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by the Contracting parties. **IN WITNESS THEREOF**, this amendment is signed and entered into on this 7th day of October, 2018.



John C. White,
State Superintendent of Education



Gary J. Podesta, Esq. Sr. Contract Officer
Office of Sponsored Research

Amendment # 3 to MOU between Center for Research on Education Outcomes (CREDO) and LDE entered into on 5/1/2015

Amendment to Data Sharing Agreement

Louisiana Department of Education

AND

Center for Research on Education Outcomes (CREDO)

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Amendment Provisions

CHANGE AGREEMENT FROM:

8. Term of Agreement

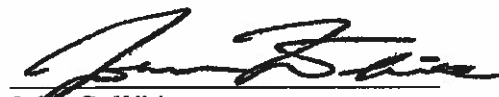
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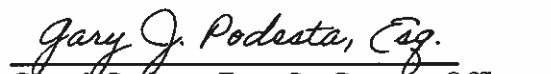
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John C. White,
State Superintendent of Education


Gary J. Podesta, Esq., Sr. Contract Officer
Stanford Office of Research Administration

Amendment # 4 to MOU between Center for Research on Education Outcomes (CREDO) and LDE entered into on 5/1/2015

Amendment to Data Sharing Agreement

Louisiana Department of Education

AND

Center for Research on Education Outcomes (CREDO)

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Amendment Provisions

CHANGE AGREEMENT FROM:

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There are a set of broad questions regarding public school impacts on student achievement as well as a more specific evaluation of charter schools within the state that we will examine. The broad questions about public schools that CREDO will address are:

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Regarding charter schools, there are three separate strands of research that our work draws upon:

- 1) The correlates of academic achievement and growth,
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An additional set of questions in this area will be addressed as part of the evaluation CREDO is conducting for New Schools for New Orleans (NSNO) and its project partners (including the Louisiana Recovery School District) as part of their Investing in Innovation (i3) grant from the US Department of Education. NSNO and RSD have embarked on a bold five-year journey to standardize, validate and export the New Orleans Charter Restart Model. The project has critical importance for education reform policy, as it is unique in its approach to addressing the problem of failing schools by restarting them with schools operated by successful charter operators. The project holds tremendous potential for guiding school turnaround efforts across the country. Using a variety of relevant comparison groups, CREDO will investigate multiple facets of the program, including:

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In addition, CREDO will explore accountability impacts and potential solutions related to testing flexibilities as a result of COVID-19.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by the Contracting parties. **IN WITNESS THEREOF**, this amendment is signed and entered into on this 1st day of May, 2020.

DocuSigned by:

Beth Scioneaux

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Beth Scioneaux

Acting Louisiana State Superintendent of
Education

Gary J. Podesta, Sr.

Gary Podesta, Sr. Contract Officer
Office of Sponsored Research

May 4, 2020