

**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(b)(1) allow for the sharing of de-identified student-level data with third party researchers under circumstances in which an educational agency or institution removes all personally identifiable information from the data and assigns a randomly-generated code for each student, with those randomly-generated codes:

- having been created and used solely for the purposes of facilitating the research,
- not otherwise being used by state or local educational agencies or institutions for the purpose of identifying the students,
- not being a scrambled form of students' social security numbers or state or local student identification numbers or any other personal information,
- being useless in ascertaining personally identifiable information about the student.

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.

### **1. Purpose of the Research**

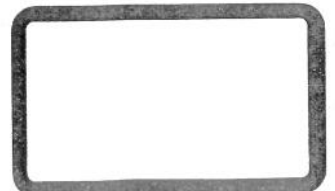
Researcher agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of the research project which are described below.

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.



In Louisiana, 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

The State agrees to provide researcher with the following de-identified student-level data for the 2003-04 through the 2014-2015 school years:

Regents	Academic Date
Regents	Institution Code
Regents	Random Student ID
Regents	Student Race
Regents	Student Gender
Regents	Parish/State/Country
Regents	Admission Status
Regents	Student Level
Regents	Program Classification
Regents	Program Admission Flag
Regents	High School Graduation Year
Regents	High School Code
Regents	High School Grade Point Average
Regents	High School Class Percentile Rank
Regents	Admission Test Type
Regents	Admission Test Score
Regents	Board of Regents' Core Flag
Regents	Current Term Grade Point Average
Regents	Cumulative Overall Grade Point Average
Regents	Academic Standing at End of Term
Regents	Total Student Credit Hours Scheduled
Regents	Total Student Contact Hours Scheduled

Regents	Cumulative Hours Earned
Regents	Attended Summer Session
Regents	Student Course Information: Enrolled at Census Date
Regents	Student Course Information: Developmental Course Flag
Regents	Student Course Information: Contact Hour Course Flag
Regents	Student Course Information: Course Abbreviation
Regents	Student Course Information: Course Classification (CIP)
Regents	Student Course Information: Course Number
Regents	Student Course Information: Section Number
Regents	Student Course Information: Course Credit/Contact Hours
Regents	Student Course Information: Course Grade
SIS (multiple record layouts)	Local Educational Agency (LEA) / Sponsor Code
SIS (multiple record layouts)	Name
SIS (multiple record layouts)	Record Type
SIS (multiple record layouts)	School/Site Code
SIS (multiple record layouts)	Session Year
SIS Address	City
SIS Address	Residing Parish Code
SIS Address	State
SIS Address	Street Address (Physical) – street name only
SIS Address	Zip Code
SIS Class Schedule	Class Code
SIS Demographic	Country of Birth Code
SIS Demographic	Ethnic Code (prior to 2010-2011)
SIS Demographic	Ethnicity/Race Flags
SIS Demographic	Birth Date – month and year only
SIS Demographic	Sex Code
SIS Demographic	Random Student Identification Number
SIS Discipline	Disciplinary Type Code
SIS Discipline	Disciplinary Action Date
SIS Discipline	Disciplinary Action Reason Code
SIS Discipline	Disciplinary Action Return Date
SIS Discipline	Weapon Type
SIS Enrollment/Exit	Absences
SIS Enrollment/Exit	Dropout Reason Code
SIS Enrollment/Exit	English Proficiency Code
SIS Enrollment/Exit	Entry Code
SIS Enrollment/Exit	Entry Date
SIS Enrollment/Exit	Exit Date
SIS Enrollment/Exit	Exit Reason Code
SIS Enrollment/Exit	Free or Reduced Price Lunch/Breakfast Eligibility

SIS Enrollment/Exit	Grade Placement
SIS Enrollment/Exit	Home Based Site Code
SIS Enrollment/Exit	Homeless Indicator
SIS Enrollment/Exit	Homeless Reason Code
SIS Enrollment/Exit	Language Code
SIS Enrollment/Exit	Option Code
SIS Enrollment/Exit	Prior Education Experience to Kindergarten Code
SIS Enrollment/Exit	Special Education Indicator (or equivalent after 2004-2005)
SIS Enrollment/Exit	Truancy Flag
Assessment	History ID
Assessment	District Code
Assessment	School Code
Assessment	Summarized Grade
Assessment	Summarized Gender
Assessment	Summarized Ethnicity
Assessment	Summarized Education Classification
Assessment	Summarized Special Education Exceptionality Category
Assessment	Summarized LEP Status
Assessment	Summarized Lunch Status
Assessment	LAP Lunch Status
Assessment	Summarized Migrant Status
Assessment	Program Name
Assessment	Test Administration Name
Assessment	Test Administration Date
Assessment	ELA Scaled Score
Assessment	ELA Achievement Level
Assessment	Reading Subscore Scaled Score
Assessment	Reading Subscore Achievement Level
Assessment	Math Scaled Score
Assessment	Math Achievement Level
Assessment	Reading Total Standard Score
Assessment	Mathematics Tool Standard Score
Assessment	School Type
Assessment	File Creation Date

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.
- 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.
- Unique school identifier (or unique district and school ID combination) that is linkable to federally published school data.
- Individual teacher data file with all available 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). 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 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 five (5). 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 five (5) 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](mailto:Kim.Nesmith@la.gov)  
225-342-1840

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

Margaret Raymond  
Director, CREDO  
[macke@stanford.edu](mailto: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 December 13, 2011 and shall terminate on August 1, 2016. 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

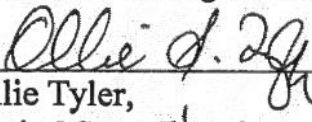
Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana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

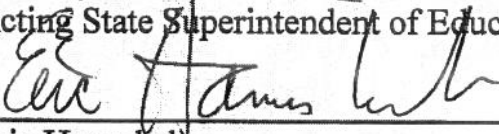
## 12. Survival

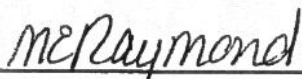
Researcher's obligation under Clauses 1,3,4,5,6, and 11 shall survive expiration and/or termination of this Agreement.

**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 12th day of December, 2011.

  
\_\_\_\_\_  
Ollie Tyler,  
Acting State Superintendent of Education

  
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Eric Hanushek,  
CREDO Principal Investigator

  
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Margaret Raymond, CREDO Director