

**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 student-level data with organizations under circumstances in which parental permission has been obtained.

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 has the duty pursuant to La. R.S. 17: 4002.1 et seq. to administer the Course Choice Program and pursuant to La. R.S. 17:4011 et seq. has the duty to administer the Student Scholarships for Educational Excellence Program,

WHEREAS, the Louisiana Department of Education must report to the Louisiana Legislature pursuant to La. R.S. 17:4024 regarding the implementation and effectiveness of the Student Scholarships for Educational Program and the Louisiana Department of Education desires to also evaluate the effectiveness of the Course Choice Program,

WHEREAS, the Louisiana Department of Education and the School Choice Demonstration Project at the University of Arkansas desire to enter into this Agreement for the purpose of making the School Choice Demonstration Project the Louisiana Department of Education's representative for the purpose of conducting an audit and/or evaluation of the Course Choice Program and the Student Scholarships for Educational Excellence Program,

WHEREAS, the School Choice Demonstration Project must have access to certain personally identifiable student information in order to perform the functions necessary to evaluate the effectiveness of the Student Scholarships for Educational Excellence Program and the Course Choice Program,

WHEREFORE, the Louisiana Department of Education, (hereinafter referred to as "LDE") and the School Choice Demonstration Project at the University of Arkansas (hereinafter referred to as SCDP) do enter into this Agreement for the purpose of making the SCDP the LDE's authorized representative for the purposes of evaluation of the Student Scholarships for Educational Excellence Program and the Course Choice Program, subject to the terms and conditions as specified herein.

WHEREFORE, the LDE and SCDP 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 SCDP.

## **1. Purpose of the Disclosure**

SCDP shall conduct a rigorous, comprehensive, longitudinal evaluation of the Students Scholarships for Educational Excellence Program and the Course Choice Program. The evaluation will examine the following:

### *Effects of the Student Scholarships for Educational Excellence Program on Students and Families*

- the average effect of the program on growth in student achievement,
- the average effect of the program on important non-cognitive outcomes such as student educational attainment, civic values, self-discipline, safety, and parental satisfaction,
- whether the effects of the program are distributed evenly or differentially across the range of student ability, income, gender, and race,
- how the effects of the Student Scholarships for Educational Excellence Program in urban centers like New Orleans and Baton Rouge compare with each other and to the effects of the program in non-urban parts of the state,
- how parents choose schools for their children and what information sources and school features drive their decisions,

### *Systemic Effects on Schools and the Community*

- the effect of the program on student achievement in public schools,
- whether public schools that face greater competition from the program perform better as a result,
- the kinds of private schools that participate in the program and whether participating students cluster in certain types of schools,
- the effect that the program is having on racial integration in schools,

### *Implementation and Participant Effects of the Course Choice Program*

- how many students participate in the Course Choice Program initially and over a period of years,
- whether students' participation in the Course Choice Program tends to be persistent or episodic,
- whether students' participation in the Course Choice Program is focused on specific courses or dispersed throughout the curriculum and whether the courses are academic or career/technical in focus,
- the kinds of students that participate in the Course Choice Program – whether they are advantaged or disadvantaged relative to their qualified peers,
- why parents choose to have their sons and daughters participate in the Course Choice Program – whether it is as a substitute for core courses, for courses not available, for credit recovery, for acceleration, etc. and what parents believe the program will accomplish,
- what percentage of courses chosen are delivered on-line versus face-to-face,

- how satisfied parents are with the Course Choice Program.

SCDP will provide LDE with evidence-driven answers to these questions so that parents, policymakers, and researchers have a more complete and clear picture of the extent to which the Student Scholarships for Educational Excellence Program and the Course Choice Program are impacting education in Louisiana and how those impacts might be enhanced, tempered, or better directed for the benefit of students and families. SCDP will provide LDE with an analysis that will help guide future public and private efforts that seek to improve the performance of disadvantaged students nationwide.

SCDP agrees to use any data disclosed to it pursuant to this Agreement solely for the purposes of producing reports to LDE and subsequent academic studies regarding the implementation and effectiveness of the Student Scholarships for Educational Excellence Program and the Course Choice Program.

## **2. Data**

LDE agrees to provide SCDP with the following student-level data:

- names,
- date of birth,
- identification number,
- address,
- telephone number,
- students' grades,
- name of school where each student is enrolled,
- assessments
- graduation status, and
- parents' names.

SCDP will also have access to student-level data about the Student Scholarships for Educational Excellence Program placement lotteries, including the schools each student requested in each year and whether or not students were placed in a requested school. SCDP will also have access to student-level information about the specific courses selected for delivery by alternative course providers via the Course Choice Program and administrative data regarding course completion. SCDP will also have access to student-level accountability test score data for all students in the State including State Student Identification Numbers, absent any personal student signifiers.

The data will be provided for the period beginning in the spring of 2010 through the summer of 2017 and will be used to generate evaluation reports that will be delivered by SCDP to LDE from the fall of 2013 through the fall of 2018.

LDE reserves the right to withhold any of the foregoing data if LDE 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 SCDP and LDE in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA). SCDP 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 SCDP to any third party.

SCDP 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 program evaluation. SCDP shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to their authorized personnel. SCDP shall not permit removal of the data from the limited access area. SCDP will ensure that access to the data maintained on computer files or databases is controlled by password protection. SCDP shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. SCDP 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. SCDP shall, under supervision of the State, destroy the data provided to SCDP, including all copies, whether in electronic or hard copy form, when the evaluation referenced is completed or this Agreement is terminated, whichever occurs first.

### **4. Restrictions on Use**

SCDP 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. SCDP 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 SCDP regarding the implementation of this Agreement shall be directed to:

Kim Nesmith  
Data Quality Director  
Louisiana Department of Education  
1201 N. Third Street  
Baton Rouge, LA 70802  
225.342.1803  
[kim.nesmith@la.gov](mailto:kim.nesmith@la.gov)

### **5. Indemnification**

SCDP 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 SCDP'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 SCDP.

## **6. Ownership**

Contractor agrees to provide the State with a copy of any and all records, reports, documents, materials and/or products created or developed by the Contractor with the data provider under this Agreement within seven (7) business days from the date they are finalized. Contractor grants the State a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, distribute and display ,and to make derivative works from, any of the records, reports, documents, materials and/or products created with data provided pursuant to this Agreement.

## **7. Audits**

SCDP shall permit the State or its authorized representatives to carry out security or audit checks pertaining to SCDP's security and usage of PII. SCDP 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 SCDP's business premises to SCDP's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of SCDP and SCDP'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. 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 SCDP that relate to the protection of the security, confidentiality or integrity of PII, or (ii) receipt of a complaint in relation to the privacy practices of SCDP or a breach or alleged breach of this SCDP relating to such privacy practices.

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

SCDP shall:(i) provide the state with the name and contact information for an employee of SCDP or who shall serve as the State'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 State in writing of a security breach after SCDP becomes aware of it; and

Immediately following SCDP's notification to the State of a security breach, SCDP and the State shall coordinate with each other to investigate the security breach. SCDP 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 SCDP's 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 (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State.

## **9. Liaison Officials**

LDE's liaison and SCDP'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)  
225-342-1803

Patrick J. Wolf, Ph.D.  
Professor and 21st Century Endowed Chair in School Choice  
Department of Education Reform  
College of Education and Health Professions  
201 Graduate Education Building  
University of Arkansas  
Fayetteville, AR 72701  
Phone: 479-575-2084  
FAX: 479-575-3196  
[pwolf@uark.edu](mailto:pwolf@uark.edu)

## **10. Term of Agreement**

This Agreement shall begin on December 22, 2014 and shall terminate on July 31, 2017. 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.

## **11. Termination for Convenience**

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

## **12. Assignment of Contract**

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

### **13. 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.

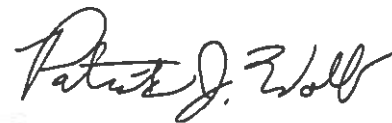
### **14. Survival**

SCDP's obligation under Clauses 1,3,4,5,6, and 13 shall survive expiration and/or termination of this Agreement. SCDP'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 22<sup>nd</sup> day of December, 2014.

  
\_\_\_\_\_  
John C. White,  
State Superintendent of Education

  
\_\_\_\_\_  
Patrick J. Wolf, Ph.D.  
Professor and 21st Century Endowed Chair  
in School Choice

**Amendment to Memorandum of Understanding**

**Louisiana Department of Education**

AND

**SCDP (School Choice Demonstration Project at the University of Arkansas)**

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**Amendment Provisions**

Change Agreement from:

**2. Data**

LDE agrees to provide SCDP with the following student-level data:

- names,
- date of birth,
- identification number,
- address,
- telephone number,
- students' grades,
- name of school where each student is enrolled,
- assessments
- graduation status, and
- parents' names.

SCDP will also have access to student-level data about the Student Scholarships for Educational Excellence Program placement lotteries, including the schools each student requested in each year and whether or not students were placed in a requested school. SCDP will also have access to student-level information about the specific courses selected for delivery by alternative course providers via the Course Choice Program and administrative data regarding course completion. SCDP will also have access to student-level accountability test score data for all students in the State including State Student Identification Numbers, absent any personal student signifiers.

The data will be provided for the period beginning in the spring of 2010 through the summer of 2017 and will be used to generate evaluation reports that will be delivered by SCDP to LDE from the fall of 2013 through the fall of 2018.

LDE reserves the right to withhold any of the foregoing data if LDE determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law.

**10. Term of Agreement**



This Agreement shall begin on December 22, 2014 and shall terminate on July 31, 2017. 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.

ADD OR CHANGE TO:

## **2. Data**

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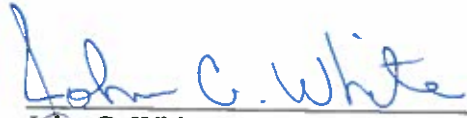
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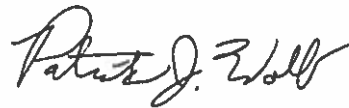
## **10. Term of Agreement**

This Agreement shall begin on December 22, 2014 and shall terminate on May 31, 2018. 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.

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 17<sup>th</sup> day of May, 2017.



John C. White,  
State Superintendent of Education



Patrick J. Wolf, Ph.D,  
Professor, University of Arkansas

Amendment # 2 to MOU between SCDP (School Choice Demonstration Project at the University of Arkansas) and LDE entered into on 12/22/2014

## **Amendment to Memorandum of Understanding**

**Louisiana Department of Education**

**AND**

**SCDP (School Choice Demonstration Project at the University of Arkansas)**

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### **Amendment Provisions**

Change Agreement from:

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ADD OR CHANGE TO:

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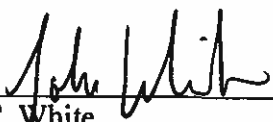
- names,
- date of birth,
- identification number,
- address,
- telephone number,
- students' grades,
- name of school where each student is enrolled,
- assessments
- graduation status, and parents' names.
- Enrollment data - date entered, exited

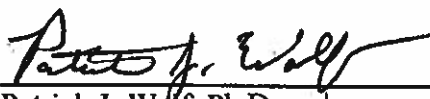
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The data will be provided for the period beginning in the spring of 2010 through the summer of 2018 and will be used to generate evaluation reports that will be delivered by SCDP to LDE from the fall of 2013 through the fall of 2018.

LDE reserves the right to withhold any of the foregoing data if LDE 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 17<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
John C. White,  
State Superintendent of Education

  
\_\_\_\_\_  
Patrick J. Wolf, Ph.D,  
Professor, University of Arkansas

Amendment # 3 to MOU between SCDP (School Choice Demonstration Project at the University of Arkansas) and LDE entered into on 12/22/2014

**Amendment to Memorandum of Understanding**

**Louisiana Department of Education**

AND

**SCDP (School Choice Demonstration Project at the University of Arkansas)**

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**Amendment Provisions**

Change Agreement from:

**10. Term of Agreement**

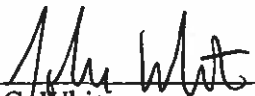
This Agreement shall begin on December 22, 2014 and shall terminate on May 31, 2018. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs 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.

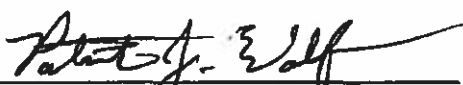
ADD OR CHANGE TO:

**10. Term of Agreement**

This Agreement shall begin on December 22, 2014 and shall terminate on May 31, 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.

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 22nd day of May, 2018.

  
\_\_\_\_\_  
John C. White,  
State Superintendent of Education

  
\_\_\_\_\_  
Patrick J. Wolf, Ph.D.,  
Professor, University of Arkansas