



Memorandum of Agreement Between the District of Columbia Public Schools and The Walton Family Foundation, Inc.

I. Introduction

This Memorandum of Agreement (“MOA”) is entered into between the District of Columbia Public Schools (“DCPS”) and The Walton Family Foundation, Inc. (“Foundation” or “Researcher”) pursuant to 34 CFR 99.31(a)(6)(ii)(C), as of the last date set forth on the signature page hereto.

The purpose of this MOA is to document the terms under which DCPS will provide access to information, which may include personally-identifiable student information in education records, for approved research projects and to designate authorized representatives of the parties consistent with applicable federal and state laws concerning access to and confidentiality of education records. This MOA must be accompanied by a research proposal approved by DCPS.

During the term of this MOA both parties will take necessary steps to facilitate the implementation of the provisions outlined in the MOA.

II. Overview of Project Purpose, Scope and Duration

This research project (the “Project”) is designed to address the following questions:

- To what extent have the human capital policies in Washington, DC (including the teacher contract) impacted student performance on academic achievement tests? Are there differential effects by student subgroup, grade level, or type of school (traditional and charter)?
- What are the differences between student achievement of charter school students and traditional public school students? Have these patterns changed over time? Are there differences by grade level? What is the school-level value-added for every school in the city? How do traditional public schools and charter schools in DC compare to schools in other cities where the Foundation invests?

Various statistical analyses will be conducted to address these questions. Control variables will be selected as appropriate given the characteristics of the data. Analyses will be conducted between 2010 and 2016. The Foundation may hire consultants to assist it with conducting the analyses. The Foundation and its designees retain all rights to set the parameters and methods for any and all analyses consistent with the Project objectives explained in this MOA.

A complete description of the Project is attached hereto as “Attachment A.” As described herein, Researcher will have access to DCPS data for a limited duration, solely for use in the Project identified in this MOA and any amendments to it.

III. Statement of Purpose

This MOA sets forth the requirements for the sharing of certain data by DCPS with Researcher. In accordance with 34 C.F.R. § 99.31(a)(6)(i), DCPS may disclose personally identifiable information from an education record of a student without consent if the disclosure is to organizations conducting studies for, or on behalf of, DCPS to (A) Develop, validate, or administer predictive tests; (B) Administer student aid programs; or (C) Improve instruction.

By signing below, DCPS and Researcher certify that Researcher's organization is conducting the Project for, or on behalf of, DCPS. DCPS believes the Project will assist DCPS in improving instruction.

Even though Researcher is conducting the Project for or on behalf of DCPS, nothing in this MOA shall be construed to imply any official endorsement or warranting of the work or services of Researcher by DCPS. All DCPS data received by Researcher will be used by Researcher for the sole purpose described in this MOA.

IV. Data Disclosure and Funding

To complete the Project, student level data are required.

Researcher is requesting from DCPS the following student-level data (Researcher requests that each student be listed using a unique identifier that allows for tracking of data related to each student over time) for all DCPS grade levels from SY 2005-2006 through SY 2014-2015 to meet the requirements of the Project:

- Each student's enrollment data, including the school year(s) attended, the school name and the student's grade level;
- Each student's gender, race/ethnicity, English language status, special education status, free or reduced lunch status (or other indicator of being economically disadvantaged), truancy data, and behavior incident data; and
- DCPS standardized test scores for all subjects and grades tested by DCPS (scores shall be listed as scale scores and raw scores).

DCPS will provide an initial response within two business days acknowledging receipt of any written questions received from Researcher regarding DCPS and specific DCPS data. Complete answers to specific Researcher questions will be provided by DCPS as soon as practicable, based on the complexity of the question and the data involved in resolving the question. The DCPS contact person for such questions is set forth in Section IX of this MOA.

All requested data will be provided to Researcher if available and Researcher explicitly acknowledges DCPS assumes no liability for its failure to provide any data requested under this MOA. DCPS will not be responsible for funding any component of the Project.

V. Terms and Conditions

To affect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, Researcher agrees with the following terms and conditions:

1. To comply in all respects with the provisions outlined in the DCPS Process and Requirements to Conduct Research or Obtain Confidential Data attached hereto as "Attachment B" ("DCPS Data Policy").
2. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Researcher will notify DCPS in the event of a breach of any measures to keep confidential the data received pursuant to this MOA. Researcher will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform DCPS of such efforts. Nothing in this MOA shall be construed to allow Researcher to maintain, use, disclose, or share data received pursuant to this MOA in a manner prohibited by any federal or District of Columbia laws or regulations.
3. When relevant, Researcher shall obtain Institutional Review Board approval for the Project and all other necessary approvals from authorized officials of Researcher's organization prior to beginning the Project, and provide documentation of such approvals to DCPS. Researcher will also obtain informed consent from Project participants as described in the DCPS Data Policy. In particular, consent forms are always required when the Project involves access to students.
4. Researcher shall ensure its employees, contractors, agents, volunteers and other affiliated personnel participating in the Project submit to all background checks required by DCPS, including a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder. Researcher shall also ensure that its employees, contractors, agents, volunteers and other affiliated personnel who have not submitted to a DCPS background check will be prohibited from serving in Project positions affording such individuals access to DCPS students.
5. That for purposes of this Project and for ensuring Researcher's compliance with the terms of this MOA and all applicable local and federal laws, Researcher shall designate an official to act as temporary custodian of the data received by Researcher pursuant to this MOA and the contact person for all matters related to this MOA, which person shall initially be the Researcher representative identified in Section IX ("Temporary Custodian"). Researcher will promptly notify DCPS of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the MOA, including confirmation of completion of the Project, destruction of DCPS data and certification of that destruction. DCPS or its agents may upon request review the records required to be kept by Researcher under this MOA.
6. To use data shared under the MOA for no purpose other than the research Project described in this MOA and Attachment A, and as authorized under 34 CFR §§ 99.31(a)(6). Nothing in the MOA shall be construed to authorize Researcher to have access to DCPS data beyond that included in the scope of the MOA, or to permit access to such data by entities other than Researcher. Researcher further agrees not to share data received under the MOA with any other entity, except as permitted by this MOA and applicable law. Researcher understands that the MOA does not convey ownership of DCPS data to Researcher.

7. To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Researcher shall require all employees, contractors, agents, volunteers and affiliated personnel of any kind participating in the Project to comply with the MOA, the DCPS Data Policy, the DCPS Confidentiality Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under the MOA. Researcher agrees to require and maintain a confidentiality agreement from each employee, contractor, agent, volunteer and affiliated personnel with access to data pursuant to the MOA in the form of "Attachment C". Nothing in this section authorizes Researcher to share data and information provided under the MOA with any other individual or entity for any purpose.
8. That personally identifiable information collected in the course of conducting the Project is confidential. Researcher will not disclose data produced to it under the MOA in any manner that could identify any individual, except as authorized by FERPA, to any entity other than DCPS, or authorized employees, contractors, agents, volunteers and affiliated personnel of Researcher who are working on the Project. Researcher and persons participating in the Project on behalf of the Researcher shall neither disclose nor otherwise release data and reports relating to an individual or school, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.
9. To not provide any data obtained under this MOA to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR 5 99.31(a)(6)(iv).
10. Upon termination of the MOA or two years after the publication of reports related to the Project, whichever occurs first, to return all data files and hard copy records transferred pursuant to the MOA to DCPS and purge any copies of such data from its computer systems. Researcher agrees to require all employees, contractors, agents, volunteers and affiliated personnel working on the Project to comply with this provision. No entity is authorized to continue research using the data obtained under the MOA upon the termination of this MOA and the Project described herein. Researcher will destroy all data obtained under the MOA and amendments to it when no longer needed for the Project. Nothing in this MOA authorizes Researcher to maintain data beyond the time period needed to complete the Project.
11. That Researcher has the right, consistent with scientific standards, to publish, present, or use the study results from the Project, but only if the publication, presentation or use does not permit personal identification of DCPS students or their parents by individuals other than authorized representatives of Researcher. In order to protect the confidentiality of previously identified confidential information disclosed to Researcher, Researcher agrees to provide to DCPS any proposed publications or presentations which are to make public any findings, data, or results of the Project for DCPS's review and comment at least seven (7) days prior to submission of a manuscript or abstract for publication or the date of the presentation.
12. To provide DCPS with one electronic and at least one paper copy of the final versions of all reports and other documents associated with the Project that will be shared publicly. DCPS reserves the right to use the information in the research report and research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purposes to improve instruction or services to DCPS students.
13. To provide DCPS with one electronic copy and at least one paper copy of the data files, codebooks and the computer code/instrument used to create data analysis files and perform any analyses for the Project that will be shared publicly. DCPS will provide the Foundation and its researchers the key of variables for all data files provided. DCPS agrees to keep these files for at least seven years.

14. Upon request from DCPS, to present research findings at a DCPS-sponsored symposium, if the format is agreeable to the Foundation.

VI. Authorization and Related Parties

By signing below, signatory represents that s/he is authorized to execute this MOA on behalf of each respective party and that each party is bound to all of the MOA's terms and conditions. In addition, each signatory represents that it is authorized to bind all related or affiliated institutions, employees, contractors, agents, volunteers or personnel who may have access to data received pursuant to this MOA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

VII. Term and Termination

This MOA takes effect upon signature by the authorized representative of each party and shall remain in effect for five (5) years thereafter or through completion of the Project, whichever occurs first. DCPS specifically reserves the right to terminate this MOA upon discovery of non-compliance with any MOA provision or any applicable federal or state law, rule or regulation. Further, DCPS specifically reserves the right to terminate this MOA at any time if DCPS determines in its sole discretion that termination of the MOA would be in the best interest of the Government of the District of Columbia or DCPS. In the event of termination, DCPS shall specify in writing to the Foundation the date of termination and its reason(s) for terminating the MOA.

The MOA is renewable for additional periods upon mutual written agreement by the authorized representative of each party. DCPS reserves the right to request additional changes to approved research proposals.

VIII. Indemnification and Waiver of Liability

Researcher agrees to hold harmless and indemnify DCPS and the District of Columbia, including their officers, agents, employees and independent contractors for and against all losses and liabilities, including any resulting expenses and costs, without limitation, arising out of Researcher's use of any data provided by DCPS under this MOA

Researcher agrees that DCPS and the District of Columbia, including their officers, agents, employees and independent contractors, shall not be liable to Researcher for any loss whatsoever arising from this MOA, and all claims therefore are hereby released to DCPS and the District of Columbia, including their officers, agents, employees and independent contractors, who may plead this release in bar thereof, in any suit, demand and claim for same.

IX. Notices

The following individuals are the contact points for each party under this MOA:

Walton Family Foundation contact person:

Marc J. Holley, PhD
Evaluation Unit Director
P.O. Box 2030
Bentonville, AR 72712-2030
Phone: 479-464-1589
Fax: 479-464-1580
Cell: 479-372-7595
Email: mholley@wffmail.com

Office of Data and Accountability contact person:

Kelly Linker
Research and Evaluation Coordinator, Office of Data and Accountability
District of Columbia Public Schools
1200 First Street, NE, 12th Floor
Washington, DC 20002
Phone: 202.724.4651
Fax: 202.442.5793
Email: kelly.linker@dc.gov

Specific data questions should be sent to dcpsdata.accountability@dc.gov.

These individuals are responsible for the management and coordination of the requirements for each respective party under this agreement. Copies of correspondence related to the modification, amendment, extension or termination of this agreement, or any other legal matter pertaining to this agreement, shall be furnished to these individuals with additional copies to:


Robert Utiger
General Counsel, District of Columbia Public Schools
1200 First Street, NE 10FL
Washington, DC 20002
Phone: (202) 442-5168
Fax: (202) 442-5098
Email: robert.utiger@dc.gov

X. Miscellaneous

1. Researcher may not assign any right, obligation or other interest under the MOA to any other party.
2. This MOA constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties.

3. Any dispute arising under this agreement shall be resolved in accordance with the laws of The District of Columbia.
4. This agreement may be executed in two or more counterparts, all of which shall have the same force and effect.
5. The terms of this MOA may be modified only upon a prior written amendment agreement executed by all parties to this MOA.
6. The parties have caused this agreement to be executed by their duly authorized representatives. By signing this agreement DCPS and Researcher signify that each party understands and will comply with the conditions stated above.

District of Columbia Public Schools

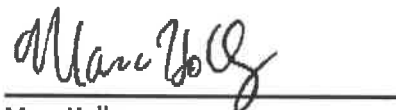


Kaya Henderson
Chancellor
District of Columbia Public Schools

8/31/11

Date

Researcher/Organization



Marc Holley
Evaluation Unit Director
Walton Family Foundation

8/31/11

Date

Attachment A - Project Description

Title of the Study

Evaluating the Impact of Performance Pay and Other Human Capital Reforms on Student Performance in DC Public Schools

Name and Title of Senior Requester(s)

Marc J. Holley, PhD
Evaluation Unit Director
Walton Family Foundation, Inc. ("the Foundation")

Executive Summary

The Foundation approved a three-year grant of up to \$25 million to the DC Public Education Fund to cover a portion of the costs associated with the implementation of the Washington Teachers' Union contract ("WTU Contract") approved on June 29, 2010 in DC Public Schools (DCPS). The Foundation made this commitment specifically to support the implementation of performance pay and other human capital reforms in DCPS.

The Foundation seeks to evaluate the impact of its investment in DCPS by conducting research on changes in student achievement, school performance, and education sector performance in Washington, DC, before and after the implementation of the WTU Contract. The Foundation has engaged Ben Sayeski and Matthias Hild of Education Strategy Consulting ("ESC") to support the proposed research project under the Foundation's direction.

The Foundation has hypothesized that the WTU Contract will have positive impacts on student achievement and school performance in DCPS. The Foundation requests access to confidential student data (as specified below) from the 2005-2006 school year through the 2014-2015 school year to test this hypothesis.

Objectives of the Study, Research Questions and Hypotheses

Objectives of the Study

The objective of the study is to evaluate the impact of its \$25 million grant to the DC Public Education Fund to cover a portion of the costs associated with the implementation of the WTU Contract. The Foundation, in concert with The Eli and Edythe Broad Foundation, the John and Laura Arnold Foundation, and the Robertson Foundation, made this commitment specifically to support the implementation of performance pay and other human capital reforms in DCPS.

The Foundation seeks to evaluate the impact of its investment in DCPS by conducting research on changes in student achievement, school performance, and education sector performance in Washington, DC, before and after the implementation of the WTU contract.

Research Questions

This research is designed to address the following questions:

- To what extent have the human capital policies in Washington, DC (including the WTU Contract), impacted student performance on academic achievement tests? Are there differential effects by student subgroup, grade level, or type of school (traditional and charter)?
- What are the differences between student achievement of charter school students and traditional public school students? Have these patterns changed over time? Are there differences by grade level? What is the school-level value-added for every school in the city? How do traditional public schools and charter schools in DC compare to schools in other cities where the Foundation invests?¹

Hypotheses

The Foundation hypothesizes that the contract and other policies will have positive impacts on student achievement and school performance in DCPS. The Foundation also has the hypothesis that the reforms in DCPS can have a competitive effect that will drive improvement in the public charter school sector in DC. The Foundation will obtain the charter school student data from OSSE. The Foundation may choose to use the data on DCPS students that the Foundation receives from OSSE instead of the data that it will receive as a part of this MOA.

Research Design

Depending on the quality of the data that comes from DCPS, the Foundation will employ one of the following academic growth analyses, or a similar analysis:

Model 1

A simple multi-level model with two levels: student and school, controlling only for a student’s prior score, and the school level random effect.

$$(1) Y_{ijt} = \alpha_i Y_{ijt-1} + \eta_{jt} + \varepsilon_{ijt} \text{ where,}$$

Y_{ijt} is an achievement score for student i in school j at time t .

Y_{ijt-1} is a prior year’s achievement for student i in school j at time t ,

¹ The Foundation has also entered into a data-sharing Memorandum of Understanding (MOA) with the District of Columbia’s Office of the State Superintendent of Education and will receive charter school data under that MOA.

η_{jt} is a school level effect for school j in time t (either fixed or random depending on specification). If it's a random effect, it will add a second error term ν_{jt} .

α_{ij} is the effect of a student's prior score on his or her current score. For example, α_{ij} of 1 (with $\eta_{jt} = \varepsilon_{ijt} = 0$) indicates that a student's prior score fully explains his or her current score.

ε_{ijt} is the stochastic error term for student i in school j at time t .

Once the parameters are estimated, the effect school j has on student achievement can be isolated by solving for η_{jt} :

$\eta_{jt} = Y_{ijt} - (\alpha_{ij}Y_{ijt-1} + \varepsilon_{ijt})$ (1.1). The school effect will be the difference between the Y_{ijt} and the effect of prior score and the error term $(\alpha_{ij}Y_{ijt-1} + \varepsilon_{ijt})$.

Model 2

Model 2 will only differ from model (1) in that it controls for ELL and Special Ed status (a dummy variable) at the student level.

Model 3

Level 1: Time

$$Y_{ijt} = \pi_{0ij} + \pi_{1ij}T_{ijt} + \varepsilon_{ijt} \quad (1)$$

Where:

Y_{ijt} = Achievement measure at time t of student i in school j , using Normal Curve Equivalents and scale scores

π_{0ij} = Achievement status of student i in school j in the last year of test data

T_{ijt} = Time variable that indexes the year of test at time t , maximum centered such that in the case of three years of testing data the third year of data takes the value of zero, the second year of data takes the value of -1, and the first year of data takes the value of -2. Centering the time variable in this way allows for the interpretation of the estimate of the intercept to be the achievement level of student i in the most current year tested.

π_{1ij} = The linear growth rate across time for student ij

ε_{ijt} = Residual term representing unexplained variance in student i 's test score at time t from their latent achievement level or measurement error in a student's test score deviating from their true achievement level at time t .

Level 2: Student

$$\begin{aligned} \pi_{0ij} &= \beta_{00j} + \beta_{0Kj}C_{1Kj} + \beta_{0Pj}X_{Pij} + r_{0ij} \\ \pi_{1ij} &= \beta_{10j} + \beta_{1Kj}C_{1Kj} + \beta_{1Pj}X_{Pij} + r_{1ij} \end{aligned} \quad (2)$$

Where:

β_{00j} = Mean achievement level for a student in school *j*

C_{1Kj} = Vector of *K* cohort indicators

X_{Pij} = Vector of *P* student level predictors; in model 1 this drops out, in models 2 and 3 *P* = special education and mobility indicators

r_{0ij} = Individual student *i*'s deviation from school *j*'s mean achievement level

β_{10j} = Mean growth trajectory of school *j*; this value is used for ranking school's growth

r_{1ij} = Individual student *i*'s deviation from school *j*'s mean achievement growth

Level 3: Schools

$$\begin{aligned} \beta_{00j} &= \gamma_{000} + u_{00j} \\ \beta_{10j} &= \gamma_{100} + u_{10j} \end{aligned} \quad (3)$$

Where:

γ_{000} = Average school mean achievement in the sample

u_{00j} = School mean achievement residual (difference between mean school achievement and mean of school sample)

γ_{100} = Average school growth in sample

u_{10j} = School mean growth residual (difference between mean school growth *j* and mean growth in sample)

The Foundation will also calculate a school attainment score in the following way:

1. Standardize the absolute performance score for each student by subtracting the appropriate grade level state mean score from each student's converted score and then by dividing the difference by the state standard deviation for that grade and subject (i.e. create z-scores).

2. Create a weighted average of the z-scores for each school across subjects and grades simply by summing the z-scores in a school for both tests across all grades and then dividing that sum by the sum of the tested students in each content area and grade.
3. The result is a deviation score from the zero point on the y-axis (attainment axis), where the zero point represents the concept of "on-grade-level," which has been defined as being at the state mean for a given grade and subject.

Depending on the possibility of conducting a concordance analysis between the DC-CAS and the NWEA test, we will also transform the state scores into NWEA scores.

The Foundation may conduct other analyses to explore the hypotheses listed above.

Data and Deliverables Requested and/or To Be Collected

The Foundation requires the use of confidential student data to examine accurately the effects of the newly implemented Washington Teachers Union contract and other policy conditions on student achievement, school performance, and education sector performance in Washington, DC.

The Foundation is requesting from DCPS the following student-level data (see list below) for all DCPS grade levels from SY 2005-2006 through SY 2014-2015 to meet the requirements of the project. The Foundation also requests that each student be listed using a unique Identifier that allows for tracking of data related to each student over time.

- Each student's enrollment data (the school year, the school name, the student's grade);
- Each student's gender, race/ethnicity, English language status, special education status, free or reduced lunch status (or other indicator of being economically disadvantaged), truancy data, and behavior incident data;
- DC-CAS scores for all tested subjects and grades (scores shall be listed as scale scores and raw scores).

The deliverable, if the Foundation uses the DCPS data, will be school level value added estimates and school level attainment calculations.