

Louisiana Believes

SYSTEM OR PROGRAM NAME,
Louisiana Board of Regents, and
Louisiana Department of Education
TEACHER PREPARATION DATA SHARING AGREEMENT

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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 or in which prior written consent has been obtained from the student in those instances in which the student is at least 18 years old.

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,

WHEREAS, pursuant to La. R.S. 17:3884, personally identifiable teacher evaluations and all personally identifiable documentation related to such evaluations are confidential and cannot be disclosed to third parties,

WHEREAS, the Board of Regents (BOR) deems personally identifiable data as confidential and such data shall be protected in a manner which will not permit the data to be used by anyone other than the Louisiana Department of Education (LDOE) solely for the purposes stated in the Agreement, and shall be destroyed when no longer needed,

WHEREAS, State educational agencies and their authorized representatives have a need to examine the effectiveness of teacher preparation programs within the state, and

WHEREFORE, the LDOE, BOR, and [Program Name], a state-approved teacher preparation program do enter into this Agreement subject to the terms and conditions as specified herein.

1. Purpose of the Disclosure

All parties agree to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of program evaluation, program improvement, accountability, teacher support, and research as required by this agreement and in accordance with state and federal laws and regulations cited above.

2. Data

The following data will be exchanged annually for the length of the agreement.

A. The **PROGRAM or SYSTEM** agrees to provide the LDOE and BOR with the following:

Candidate and program graduates' data:

- Candidates and program graduates' information for recent academic years
 - Name
 - SSN
 - Date of birth
 - Program data including but not limited to the year the program was completed, program pathways, and areas of certification
 - If already submitted to the university or non-university provider that delivers my teacher preparation program, admission and assessment data including but not limited to ACT or SAT score and date exam was taken, high school GPA, GPA at program admission and GPA at program completion, teach grant recipient status (Y/N), TOPS Status (type of award received), and observation scores used to make certification recommendations if permission is provided by the candidate.
 - Other data required by state law and state policies
- Program retention data
 - Number of candidates who dropped from program during the most recent academic year

B. The **LDOE** agrees to provide the **PROGRAM or SYSTEM** and BOR the following certification and employment data:

Candidate and program graduates' data:

- Certification data including but not limited to certificate type and date issued.
- Employment data up to five years post-graduation including but not limited to school name, principal name, and courses taught
- *Compass data for candidates enrolled in alternate programs.
- *Compass data for the first three years following graduation from a teacher preparation program including but not limited to overall evaluation rating, average rating, professional practice rating, student learning target rating, and value-added/transitional student growth ratings
- *Student achievement test results of students in tested grades and subjects by teacher, including but not limited to overall content level results and subtest/subclaim results, provided teacher taught at least ten students per subject per grade tested

Program data:

- aggregate historical data for the previous five years
- number of teachers who received each rating and standard deviation

** Data will only be released for these points when written releases for teacher evaluation data are signed by candidates/completers and obtained by the LDOE, prior to the disclosure. In the event that a written release is not obtained, suppressed aggregate data will be provided so long as minimum thresholds are met (e.g. 10 teachers per certification area) and confidentiality can be maintained.*

The LDOE and the PROGRAM or SYSTEM reserve the right to withhold any of the foregoing data if they determine, in its sole discretion, that disclosure of such data would violate any provision of state or federal law. The PROGRAM or SYSTEM will be given sufficient time to create methods for gathering and reporting any new data points that will be exchanged.

3. Reports

The LDOE and BoR must agree upon the research questions and reports that use data provided pursuant to this Agreement.

In addition, any public report prepared by any party using the data provided pursuant to this Agreement shall be provided to the other parties at least ten (10) days before the report is released. No such report shall be published, shared with third parties or otherwise used by the party preparing the report without giving the other parties to this Agreement an opportunity for review as provided herein.

4. Confidentiality

This Agreement is entered into by the PROGRAM or SYSTEM, BOR, and the LDOE, in accordance with the provisions of FERPA, its implementing regulations, and any applicable state laws. BOR and the LDOE hereby acknowledge that all documents which include PII contained in or derived from any student's education records are deemed confidential pursuant to FERPA and applicable state laws. The LDOE also acknowledges that personally identifiable teacher information contained in teacher evaluations and any documentation related to such evaluations is confidential pursuant to state law and will not be used by LDOE for any purpose not stated in this Agreement nor disclosed by the LDOE to any third party.

The LDOE and BOR shall retain the original version of the individual level data received in accordance with the Data Governance Plan and the Data Destruction Plan.

The LDOE and BOR shall not make a copy or extract the individual level data available to anyone except those who have a need for the data to perform the services.

The LDOE and BOR shall maintain the individual-level data, whether in hard copy or electronic form, in an area that has limited access to only authorized personnel. The LDOE and BOR shall not permit removal of the individual-level data from the limited access area. The LDOE and BOR will ensure that access to the data maintained on computer files or databases is controlled by password protection as well as data minimization techniques that include:

- Data Governance Plan- The LDOE and BOR shall use procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. These procedures include maintaining all printouts, discs, or other physical products containing individual-level data in locked cabinets, file drawers, or other secure locations when not in use.
- Data Destruction Plan – The LDOE and BOR shall destroy all individual-level data when the information is no longer needed for the purposes specified herein. The LDOE and BOR shall specifically add the destruction of all individual-level data to their Records Retention Schedules and shall destroy the data, including all copies, whether in electronic or hard copy form in accordance with state law.

The PROGRAM or SYSTEM hereby acknowledge that any personally identifiable teacher evaluation data provided by LDOE pursuant to Section 2.B. above is deemed confidential pursuant to state and federal laws and any disclosure of such data will be limited in strict accordance with state and federal laws and regulations.

5. Restrictions on Use

Parties shall not use the data for any purpose not expressly permitted in this Agreement without this Agreement being amended in writing and duly executed by all parties. Parties cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data, teacher-level data, or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's or teacher's identity traceable.

The LDOE's, BOR's, and the **PROGRAM or SYSTEM** liaisons for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement are:

[Program or System Chief Academic Officer and Contact Information]

Name

Title

Address

City

Email

Phone number

Jeanne Burns

Associate Commissioner of Teacher and Leadership Initiatives

Louisiana Board of Regents

1201 N. Third Street

Baton Rouge, LA 70802

225-342-4253

Jeanne.burns@la.gov

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

6. Data Protection

The parties agree that after each institution successfully provides data regarding its teacher preparation program candidates and completers, the LDOE will provide protection of such information in its custody and control in accordance with the Data Governance Plan until it has been destroyed in accordance with the Data Destruction Plan. Neither the individual institutions nor the **SYSTEM or PROGRAM** are responsible for the Data Governance Plan or the Data Destruction Plan.

7. Data and Reports Liaisons

The **PROGRAM or SYSTEM's institutions'** data/reports liaisons, the LDOE's data/reports liaison, BOR's data/reports liaison who will be responsible for entry/extraction, reporting, and receipt of data identified in the Agreement are listed below. Advance copies of reports shall be forwarded to the identified liaisons.

[PROGRAM OR SYSTEM Institution's Data/report Liaison's Contact Information]

Name

Title

Address

City

Email

Phone number

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

Jeanne Burns

Associate Commissioner of Teacher and Leadership Initiatives

Louisiana Board of Regents

1201 N. Third Street

Baton Rouge, LA 70802

225-342-4253

Jeanne.burns@la.gov

8. Indemnification

Any party to this Agreement responsible for obtaining prior written consent from a student and/or teacher as a prerequisite to disclosure of data by that party shall defend, indemnify and hold harmless any other party and any and all of its 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 as a result, directly or indirectly, of any disclosure of data by a party without the prior written consent of the student and/or teacher, if the party disclosed the data in reliance on the responsible party's representation that such prior written consent was obtained.

Further, any party to this Agreement shall defend, indemnify and hold harmless the other parties and any and all of its directors, officers, officials, employees, agents 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 as a result, directly or indirectly, of any negligence or breach of this Agreement by the indemnifying party; however, in no event shall any party to this Agreement be indemnified for any costs, expenses, damages, injury or loss, including reasonable attorney's fees, to the extent that such is caused by its own negligence or breach of this Agreement.

9. Ownership

Any records, reports, documents, materials, and/or products created or developed by the BOR and the LDOE with the data provided under this Agreement shall be the property of the **SYSTEM or PROGRAM**, the LDOE and BOR. No records, reports, documents, materials or products created or developed under this Agreement can be distributed free or for profit without explicit written approval from the **PROGRAM or SYSTEM** President, State Superintendent of Education and Designated Representative of the Board of Regents.

10. Liaison Officials

The LDOE's, BOR's, and the **SYSTEM's or PROGRAM's** liaisons for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement are:

Kim Nesmith
Data Governance and Privacy Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1803

Jeanne Burns
Associate Commissioner of Teacher and Leadership Initiatives
Louisiana Board of Regents
1201 N. Third Street
Baton Rouge, LA 70802
225-342-4253
Jeanne.burns@la.gov

[PROGRAM or SYSTEM] Chief Academic Officer and Contact Information

Name
Title
Address
City
Email
Phone number

11. Term of Agreement

This Agreement shall begin on February 17, 2017 and shall terminate on June 30, 2022. 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 any of the parties inform the others that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other parties.

12. Termination for Convenience

The LDOE, BOR, or the **SYSTEM or PROGRAM** may terminate this Agreement at any time by giving written notice of such termination to the other parties. Notwithstanding this provision, the use of any data required for accountability reports pursuant to state laws or policies shall extend past the termination of this Agreement as needed for the preparation of such reports.

13. Assignment of Contract

No party shall assign interest in this Agreement by assignment, transfer, or novation, without prior written joint consent of the **PROGRAM or SYSTEM**, the LDOE and BOR.

14. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the parties 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.

15. Survival

Obligations under Clauses 1, 4, 5, 6, 8, 9 and 14 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 17th day of February, 2017.

[PROGRAM OR SYSTEM Name]

Date

Jeanne M. Burns, Associate Commissioner
Board of Regents

Date

John C. White
State Superintendent of Education

Date

TEACHER PREPARATION PROGRAM COMPLETER DISCLOSURE FORM

I hereby give permission to the Louisiana Department of Education to release my State teacher evaluation data to an authorized representative of my teacher preparation program at **[Name of Institution/Program Provider]** and to an authorized representative of the Louisiana Board of Regents (BOR) for the purpose of program evaluation, program improvement, accountability, teacher support, and research.

If required to be submitted and if already submitted **to the institution (e.g., university or private provider) that delivers my teacher preparation program**, I hereby give permission to an authorized representative of my teacher preparation program at **[Name of Institution/Program Provider]** to release my ACT or SAT score and date exam taken, my high school GPA, my GPA at program admission and GPA at program completion, my Teach GRANT recipient status, my TOPS status, and the observation scores used to make certification recommendations to an authorized representative at the Louisiana Department of Education and to an authorized representative of the Louisiana Board of Regents for the purpose of program evaluation, program improvement, accountability, teacher support, and research necessary to be conducted to achieve these purposes.

I understand that my participation in the aforementioned is voluntary. I understand that I will not be penalized in any way for refusing to participate.

The State teacher evaluation data will be provided by the Louisiana Department of Education during the time period I am enrolled in my preparation program as a teacher candidate (if applicable) and for the first three years of teaching after I have completed my teacher preparation program.

I understand that the authorized representatives will ensure that my data and any of the contributing data are confidential and will not be released or shown to any person except authorized employees of my teacher preparation program, the Louisiana Department of Education and the BOR, except as otherwise required by law. I understand that the aforementioned authorized representatives will keep all personally identifiable data confidential and store it in a secure manner that limits access to authorized personnel. It is my understanding that if my data are to be used for purposes other than program evaluation, program improvement, accountability, teacher support, and research, the institution, program provider, the Louisiana Department of Education or BOR will need to request that I sign a separate consent form.

I agree that I will not sue, or otherwise make any kind of claim whatsoever against, the Louisiana Department of Education, the Louisiana Board of Elementary and Secondary Education, and any of their directors, officers, employees, agents, and representatives for any costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject as a result, directly or indirectly, of any disclosure or redisclosure of any of my information, including but not limited to personally identifiable State teacher evaluation information provided by the Louisiana Department of Education to the aforementioned authorized representative.

Signature

Date

Printed Name

Teaching Certificate Number

Witness

Witness