

**[SYSTEM NAME], LOUISIANA BOARD OF REGENTS, AND
LOUISIANA DEPARTMENT OF EDUCATION
HOUSE CONCURRENT RESOLUTION
TEACHER PREPARATION 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(a)(6) allow for the disclosure to organizations conducting studies for, or on behalf of educational agencies or institutions to: (A) Develop, validate, or administer predictive tests; (B) Administer student aid programs; or (C) Improve instruction, all subject to certain requirements specified in 24 C.F.R. 99.31(a)(6),

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 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 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,

WHEREAS, House Concurrent Resolution No. 126 was passed by the 2015 Regular Session of the Legislature that urged and requested the State Board of Elementary and Secondary Education, in consultation with the Board of Regents and the governing authorities of public elementary and secondary schools, to study certain issues relative to educator preparation

programs and submit a written report of findings and recommendations to the House Committee and the Senate Committee on Education not later than sixty days prior to the beginning of the 2016 Regular Session of the Legislature, and

WHEREFORE, the Louisiana Department of Education (LDOE), Board of Regents (BOR), and [redacted] [system name] (hereinafter referred to as “System”) on behalf of its [number of universities with teacher preparation programs] institutions with teacher preparation programs do enter into this Agreement subject to the terms and conditions as specified herein and in accordance with FERPA and its implementing regulations, particularly the requirements specified in 24 C.F.R. 99.31(a)(6).

1. Purpose of the Disclosure

House Concurrent Resolution No. 126 requests that the LDOE, in consultation with BOR, study certain issues related to educator preparation programs including but not limited to the following:

- Explore creative options for recruiting high-performing students into the teaching profession;
- Form close partnerships between school systems and educator preparation programs in order to provide school-based preparation experiences for student teachers, aiming to yield graduates with the pedagogical skills necessary to advance student learning and to meet workforce needs of public schools, especially in critical shortage areas;
- Analyze educator preparation programs’ admissions requirements and the academic achievement of students in such programs in the effort to determine if there is a correlation between a student’s college grade point average upon program admission and performance on the ACT or Scholastic Aptitude Test and his effectiveness as an educator.

To respond to House Concurrent Resolution 126, the parties agree that the data will be used solely for the purposes of conducting the following types of analysis:

- Calculate the correlation between educational indicators (e.g., GPA, ACT, SAT, GRE, postsecondary degree, time it takes to complete a program, etc.) and educator effectiveness data (value-added and Compass evaluations) by specific pathways, specific years, and overall.
- Assess whether there is a relationship between a teacher candidate receiving a scholarship (e.g., TOPS scholarship, TEACH grant) and educator effectiveness data (value-added and Compass evaluations).

The partners further acknowledge that the data can only be released to authorized officials for the sole purpose as stated above.

2. Data

The System agrees that its institutions will allow the BOR and LDOE to jointly identify all teacher preparation program completers from 2011-12, 2012-13, and 2013-14 using the ETS Title II database and develop a specific teacher preparation database that will include the

following information about program completers. In the event that these data are not readily available to both the BOR and LDOE through the ETS Title II or Westat databases, the System's institutions will provide the data.

- Name of program completer (first name, middle initial, last name, alternate name)
- Social Security Number
- Date of birth
- Program type (Traditional or Alternative)
- Certification code(s)

The System agrees to provide BOR and LDOE with the following individual level teacher data for each individual included in the teacher preparation database for the System, to the extent that data is available to the System:

- Semester and year of entry into the preparation program (summer, fall, spring)
- Semester and year of completion of the preparation program (summer, fall, spring)
- Pathway
 - Traditional: Pre-redesign, Redesign
 - Alternative: Certification-Only, Practitioner Teacher, Master of Arts in Teaching, Master of Science
- GPA on admission to institution
 - Traditional: High School GPA
 - Alternative: Undergraduate GPA
- GPA on admission to program
 - Traditional: GPA upon formal entry to teacher preparation program
 - Alternative: n/a
- Program GPA upon completion
- ACT and/or SAT score, if required for admission or collected by institution
- GRE score, if required for admission or collected by institution
- Type of postsecondary degree received prior to program admission and what degree(s) (e.g., None, Master's Degree, J.D., Ph.D., M.D., etc.)
- If the candidate received a TOPS scholarship and at what level, if applicable
- If the candidate received a TEACH grant, if applicable

The System will also provide aggregated data to the BOR and LDOE, including:

- Institution's average ACT and SAT scores
- Number of undergraduate and alternate candidates who were listed as enrolled on the ETS web site and then deleted in 2011-12, 2012-13 and 2013-14 due to not remaining within the program to be counted as an enrolled student or completer

Each institution in the System will provide the completed database file to BOR for review. After the review, the BOR will provide the data to the LDOE via a secure connection.

The LDOE agrees to use the teacher preparation data for 2011-12, 2012-13, and 2013-14 completers to locate the following LDOE data for 2012-13, 2013-14, and 2014-15 first and second year teachers, where available.

- Compass Student Outcome Scores
- Compass Professional Practice Scores
- Compass Final Evaluation Scores
- Value-Added Composite Scores
- Value-Added Mathematics Scores
- Value-Added Language Arts Scores
- Value-Added Science Scores
- Value-Added Social Studies Scores

The LDOE and BOR will review the results and jointly interpret the results for inclusion in a report for the legislature.

The LDOE, BOR, and the System reserve the right to withhold any of the foregoing data if they determine, in their sole discretion, that disclosure of such data would violate any provision of state or federal law.

3. Reports

The LDOE and BOR agree to use the data to create a report for the Legislature.

LDOE will consult with BOR during the development of and before submitting the requested report, as per House Concurrent Resolution No. 126. The Systems will have an opportunity to provide input and incorporate feedback on the data, interpretation and analysis within the BOR comments.

4. Confidentiality

This Agreement is entered into by the LDOE, BOR and the System in accordance with the provisions of Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA), its implementing regulations, and any applicable state laws. Parties 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. 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 disclosed by LDOE to any third party.

Each party shall retain the original version of the individual level data received in accordance with the Data Governance Plan and the Data Destruction Plan.

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

Each party shall maintain the data disclosed to it, whether in hard copy or electronic form, in an area that has limited access only to that party's authorized personnel. No party shall permit removal of the individual level data from the limited access area. Each party 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 – All parties 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 – All parties shall destroy all individual level data when the information is no longer needed for the purposes specified herein. Each party shall add the destruction of all PII 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.

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 make a teacher's identity traceable.

Any questions regarding the implementation of this Agreement shall be directed to:

[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 Quality 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 completers to the LDOE, 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 Systems are responsible for the Data Governance Plan or the Data Destruction Plan.

7. Ownership

Any records, reports, documents, materials, and/or products created or developed by the BOR and LDOE with the data provided under this Agreement shall be the property of the System, LDOE and BOR. Except for the reports produced pursuant to House Concurrent Resolution No. 126 and as otherwise required by law, 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 System President, State Superintendent of Education and Designated Representative of the Board of Regents.

8. Liaison Officials

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

[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 Quality Director
P.O. Box 94064
Baton Rouge, LA 70804
Kim.Nesmith@la.gov
225-342-1803

9. Data and Reports

The System's institution's data/reports liaisons, LDOE's data/reports liaison, BOR's data/reports liaison who will be responsible for entry/extraction, reporting, and receipt of data/reports identified in the Agreement are:

**[Names and Contact Information for College of Education Deans
for each Institution in the System]**

Kim Nesmith
Data Quality 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

10. Analysis of Data Personnel

Only LDOE personnel will be directly involved in the analysis of this data. LDOE will not contract with any third party to perform the analysis of this data.

11. Term of Agreement

This Agreement shall begin on November 9, 2015 and shall terminate on June 6, 2016. The effective date of this Agreement may be extended in response to Legislative action and 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.

12. Termination for Convenience

Any party may terminate this Agreement at any time by giving written notice of such termination to the other parties.

13. Assignment of Contract

Neither party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent.

14. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the System, LDOE and BOR 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, 7, and 14 shall survive expiration and/or termination of this Agreement.

[System President's Name]
[System Name]

Date

Designated Representative of the
Board of Regents

Date

John C. White,
State Superintendent of Education

Date