

**INTERAGENCY ACCESS TO EDUCATOR DATA AGREEMENT BETWEEN  
THE WEST VIRGINIA DEPARTMENT OF EDUCATION  
AND  
THE WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION**

1. This Interagency Access to Educator Data Agreement ("Agreement") is made by and between the **West Virginia Higher Education Policy Commission** ("WV HEPC") and the West Virginia Department of Education ("WVDE"). The purpose of the agreement is to permit and establish WV HEPC access to certain information about educators in West Virginia's public schools.

2. WV HEPC requires access to certain information about educators in West Virginia for the purpose of providing information to the state's teacher preparation programs to assess the quality of and inform the accreditation process for the programs. Information needs for this purpose include details about individual educators, including licensing, certification, and other professional credentials; employment and assignments; professional experience; limited information from educator evaluations; and school-level information related to the WVDE's definition of success and effectiveness.

3. The terms of this Agreement shall commence on August 1, 2017 and continue in effect until policy or regulatory changes require termination or alteration. This Agreement may be terminated without cause by either party hereto upon thirty (30) days written notice.

4. For purposes of this agreement, the WVDE designates WV HEPC an authorized representative and partner working with the WVDE to comply with state regulations. As an authorized representative and partner, the WV HEPC needs access to certain individual educator information in order for the agency to collaborate with the WVDE and educator preparation programs in the performance of required duties, as set forth in 126CSR114, "Approval of Educator Preparation Programs", West Virginia Board of Education (WVBE) Policy 5100, and 126CSR142, "Performance Evaluation of School Personnel", WVBE Policy 5310. WV HEPC and the WVDE shall comply with the provisions and regulations of Policies 5100 and 5310 in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable educator information in a manner not allowed by state or federal law or regulation. WVBE Policies 5100 and 5310 may be reviewed at [wvde.state.wv.us/policies/](http://wvde.state.wv.us/policies/).

5. "Confidential Information" shall include any and all personally identifiable educator information that is not generally considered public information in disaggregated form.

6. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

7. The WVDE may disclose necessary Confidential Information to WV HEPC for the purpose of carrying out the agencies' responsibilities for required program monitoring, approval, and reporting, to include providing data to educator preparation programs as part of accreditation and program reviews. Redisclosure by WV HEPC of disaggregated Confidential Information to an entity not named in this Agreement, other than the WVDE, educator preparation programs, the appropriate School Districts, and educators included in the dataset is prohibited. Attempts to link information provided pursuant to this agreement with other data that may be provided to WV HEPC and/or educator preparation programs through other agreements or data systems (including, but not limited to, the P-20 data system and locally maintained data) are prohibited. This prohibition

applies equally to WV HEPC and all educator preparation programs that receive from WV HEPC the educator data subject to the terms of this agreement.

8. WV HEPC shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers or agents under its direct supervision except those individuals who have been authorized by WV HEPC to use the information as a component of their project assignments. This includes the employees, officers or agents under the direct supervision of WV HEPC, all component offices, and postsecondary institutions providing teacher preparation programs in the state of West Virginia. The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of the WVDE who are authorized to have access to the Confidential Information and the hosting service provider with security controls acceptable to WVDE.

9. The WVDE will disclose to WV HEPC under this Agreement the following information about educators, some of which is considered Confidential Information and which is necessary for the agencies to carry out duties required under WVBE Policies 5100 and 5310 and other applicable statute:

Individual Educator Information:

- Educator full name (first, middle, last)
- Educator email address (work address only)
- License number
- Certification name and type
- Certification effective and expiration dates
- Endorsement name(s) and code(s)
- Endorsement effective and expiration dates
- Subject/content area
- Highest and lowest authorized grade levels
- Prior certification count
- Current school assignment (including name and district of the school)
- Educator evaluation progression level
- Educator evaluation student learning objective rating(s)

School-Level Information:

- Principal name (for current school assignment)
- Principal email address (work address only)
- Aggregate mathematics assessment performance
- Aggregate reading/language arts assessment performance
- Average educator evaluation summative rating
- Average educator evaluation student learning objective rating

No other personally identifiable information will be disclosed to WV HEPC under this agreement.

10. WV HEPC understands that the Confidential Information is protected under state and federal law and agrees to immediately notify the WVDE if any of the Confidential Information is improperly disclosed, either intentionally or inadvertently.

11. WV HEPC and the WVDE shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

12. Upon request of the WVDE, WV HEPC shall agree to permit the WVDE to review or shall provide written assurances to the WVDE regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further disclosure of the Confidential Information.

13. All employees, officers, and agents under direct supervision of the WV HEPC, its component offices, and educator preparation programs who may collaborate with WV HEPC with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement by executing the non-disclosure certification appended to this Agreement. Electronic signatures are acceptable. WV HEPC agrees to remove any person from performing work who has, or is suspected to have, violated the terms of this Agreement.

14. By disclosing Confidential Information to WV HEPC, the WVDE is in no way assigning ownership of the Confidential Information to WV HEPC. Upon the termination of this Agreement for any reason, WV HEPC, its component offices, and educator preparation programs that have collaborated with WV HEPC to receive data about program graduates shall immediately return all Confidential Information, including all copies, to the WVDE or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. Upon request, WV HEPC will provide the WVDE with affidavits to this effect.

15. This Agreement shall be governed by and construed in accordance with the laws of West Virginia. Any lawsuit pertaining to or affecting this Agreement shall be venued in the West Virginia Court of Claims and the Circuit Court of Kanawha County, West Virginia.

16. Violation of this Agreement may be cause for immediate termination of this Agreement. The WVDE reserves the right, in addition to terminating this Agreement to seek legal redress.

In witness hereto the parties signify their agreement by signature below:

\_\_\_\_\_  
Signature, Authorized Representative  
West Virginia Higher Education Policy Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Role, WV HEPC



\_\_\_\_\_  
Signature, Authorized Representative  
West Virginia Department of Education (WVDE)

7/21/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Role, WVDE

## STATEMENT OF CONFIDENTIALITY AND NONDISCLOSURE

I,  [Employee Full Name] , as an employee of the **West Virginia Higher Education Policy Commission**, the agency responsible for providing oversight for and central coordination among postsecondary institutions in West Virginia, including educator preparation programs, am considered an authorized representative of the West Virginia Department of Education, and, as part of my job-related duties, have access to individual-level educator information processed, stored, or managed by WVDE systems. Individual-level educator information includes all information protected by state or federal law relating to the privacy and security of personal or professional information; specifically relevant to educator data are: W. Va. Code Chapter 18; West Virginia Board of Education (WVBE) Policies 5100 (*Approval of Educator Preparation Programs*) and 5310 (*Performance Evaluation of School Personnel*); and all other applicable state and federal regulations relating to the privacy and security of educator information.

By my signature below, I understand, acknowledge and agree that:

1. The unauthorized disclosure, retention, or negligent handling of individual-level information could compromise the integrity of WVDE systems, may cause damage to the reputation of WVDE, impede operations, violates state and federal law, and may subject me or my agency to the loss of state and federal funds from other contracts/projects, as any breach of this agreement may be shared with those federal, state, and local agencies with which the WVDE collaborates. Further, I am fully aware any breach I am responsible for may result in the termination of my contract/memorandum of understanding with WVDE and may affect future prospects for agreements between me or my agency, and the WVDE.
2. It is a violation of this agreement to read, copy, modify, delete, distribute or otherwise access individual-level information unless required to do so to complete my assigned duties.
3. I shall not discuss individual-level information processed, stored or managed by WVDE with anyone outside of WVDE unless required as part of my job.
4. I shall not discuss individual-level information with anyone else at my agency, office, or bureau (as applicable), WVDE, or elsewhere unless required to do so to complete my assigned duties and the person with whom I am collaborating is authorized to view the information.
5. I will implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to, or disclosure of, individual-level information.
6. I am required to promptly destroy or return all individual-level information upon request of the WVDE management, and at the end of the specified period of the agreement.
7. This Confidentiality and Nondisclosure Agreement remains in full force and effect after the conclusion, termination or expiration of my work with my agency, office, or bureau and my specific involvement in projects using individual level data.
8. Violation of this agreement by me may personally lead to: loss of access privileges to applicable data systems, termination, and legal action.
9. A breach of the above obligations by me may require me to defend, indemnify, and hold harmless WVDE from actual damages or losses that result from its breach. This includes attorneys' fees and costs of suit.

My signature below attests that I fully understand and agree with the above statements, terms and conditions.

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Signature

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Date

## STATEMENT OF CONFIDENTIALITY AND NONDISCLOSURE

I, [Employee Full Name], as an employee or representative of an **educator preparation program at an institution of higher education** partnering with the West Virginia Higher Education Policy Commission, the agency responsible for providing oversight for and central coordination among postsecondary institutions in West Virginia, am considered an authorized representative of the West Virginia Department of Education, and, as part of my job-related duties, have access to individual-level educator information processed, stored, or managed by WVDE systems. Individual-level educator information includes all information protected by state or federal law relating to the privacy and security of personal or professional information; specifically relevant to educator data are: W. Va. Code Chapter 18; West Virginia Board of Education (WVBE) Policies 5100 (*Approval of Educator Preparation Programs*) and 5310 (*Performance Evaluation of School Personnel*); and all other applicable state and federal regulations relating to the privacy and security of educator information.

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2. It is a violation of this agreement to read, copy, modify, delete, distribute or otherwise access individual-level information unless required to do so to complete my assigned duties.
3. I shall not discuss individual-level information processed, stored or managed by WVDE with anyone outside of WVDE unless required as part of my job.
4. I shall not discuss individual-level information with anyone else at my agency, office, or bureau (as applicable), WVDE, or elsewhere unless required to do so to complete my assigned duties and the person with whom I am collaborating is authorized to view the information.
5. I will implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to, or disclosure of, individual-level information.
6. I am required to promptly destroy or return all individual-level information upon request of the WVDE management, and at the end of the specified period of the agreement.
7. This Confidentiality and Nondisclosure Agreement remains in full force and effect after the conclusion, termination or expiration of my work with my agency, office, or bureau and my specific involvement in projects using individual level data.
8. Violation of this agreement by me may personally lead to: loss of access privileges to applicable data systems, termination, and legal action.
9. A breach of the above obligations by me may require me to defend, indemnify, and hold harmless WVDE from actual damages or losses that result from its breach. This includes attorneys' fees and costs of suit.

My signature below attests that I fully understand and agree with the above statements, terms and conditions.

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Signature

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Date

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Institution Name