

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEW MEXICO PUBLIC EDUCATION DEPARTMENT  
AND  
NORTHERN NEW MEXICO COLLEGE**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made by and between the New Mexico Public Education Department ("PED") and NORTHERN NEW MEXICO COLLEGE (COLLEGE).

**RECITALS**

**WHEREAS**, COLLEGE is a New Mexico Public Institution of Higher Education with one or many teacher preparation programs;

**WHEREAS**, COLLEGE has requested teacher and student demographic and performance data including but not limited to, student performance on state standards-based assessments, teacher credential information, teacher evaluation performance data and student demographic information from SY11-12 to SY18-19;

**WHEREAS**, COLLEGE agrees to share information that allows the DEPARTMENT to analyze the performance of the teacher preparation program(s);

**WHEREAS**, PED has requested student demographic and performance data including but not limited to, individual student scores high school GPA, undergraduate GPA, post-undergraduate GPA, prep program GPA, ACT score, student teaching school and district, number of hours student teaching at school, alternative internship year school, program area, program level, program start date, program end date, certificate granted and graduation status.

**WHEREAS**, PED agrees to share information that allows the COLLEGE to access the data required to assess the performance of its teacher preparation program(s) including, but not limited to, its graduates' NMTEACH performance data, job placement data (school and district), its graduate retention rate, and relevant aggregated k12 student ("STUDENT") performance data on such standardized assessments required by PED.

**WHEREAS**, the nature of COLLEGE's and PED's requests would encompass the exchange of personally identifiable information of individual TEACHERS ("TEACHERS");

**WHEREAS**, the Family Educational Rights and Privacy Act (FERPA), set forth in Title 20 U.S. Code Section 1232g and its regulation at 34 CFR § 99.30 et seq., generally prohibits the disclosure of student's personally identifiable information without consent, subject to certain exceptions;

**WHEREAS**, 34 CFR §99.31(3) and §99.35 allow for distribution of student personally identifiable information to authorized representatives of state authorities in connection with an audit or evaluation of Federal or State supported education programs

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**WHEREAS**, the purpose of this Memorandum is to share information between PED and COLLEGE, in a manner consistent with the Family Educational Rights and Privacy Act of 1974 ("FERPA") in regard to data necessary so that COLLEGE may conduct evaluation of its educator preparation programs and PED may refine its evaluation of the performance of teacher preparation programs ;

**WHEREAS**, FERPA requires that information be shared with in a way which does not permit personal identification of parents and students by individuals other than employees, officers or agents of PED and COLLEGE and requires further that the information be destroyed when no longer needed for the purposes for which the evaluation was conducted;

**WHEREAS**, FERPA provides that if any party allowed access to personally identifiable information does not destroy that information when no longer needed for the purposes for which the evaluation was conducted, then that party will be prohibited from access to future personally identifiable information from educational records for at least five years;

**NOW, THEREFORE, IT IS AGREED** as follows:

## **I. TERM OF MEMORANDUM**

This Memorandum shall take effect upon signature by the authorized representatives of the PED and COLLEGE, and shall remain in effect until the sooner of June 30, 2019 or being terminated by PED or COLLEGE, upon fourteen days written notice pursuant to Paragraph V herein. Upon termination of this Memorandum, PED and COLLEGE shall provide assurances to each other by letter and agree that all data obtained under this Memorandum will be promptly destroyed or returned in accordance with the requirements of 34 CFR § 99.35(b).

## **II. DEFINITIONS AND ABBREVIATIONS**

- a) "Disclose" or "disclosure" means the release of information, with or without the consent of the individuals or employing party to whom the information pertains. Disclosure includes all forms of electronic methods for the secure transmittal of information and may be in any media or by any means mutually agreeable to the parties. Further disclosure of any information released to the COLLEGE by the NMPED is prohibited by this Agreement in that it constitutes a redisclosure of information. 34 CFR 99.33.
- b) "FERPA" refers to the Family Educational Rights and Privacy Act of 1974 and for purposes of this Memorandum means Title 20 U.S. Code Section 1232g as well as all requirements of Part 99 of Title 34 of the Code of Federal Regulations (as amended in 2012), "Family Educational Rights and Privacy". Nothing in this Memorandum may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

### III. REQUIRED TASKS UNDER THE MEMORANDUM

#### a) Joint Responsibilities

1. PED and COLLEGE shall comply with the provisions of FERPA in all respects. Nothing in this Memorandum may be construed to allow any signatory to this Memorandum to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
2. PED and COLLEGE shall identify at least one authorized representative from their respective agencies who shall be responsible for processing and responding to data requests from the other party.
3. PED and COLLEGE shall identify a collaborative process for validating data, a timeline for the data validation process and assurance process that data has been validated by each party prior to any distribution of results to external parties;
4. The PED and COLLEGE may seek to review or seek written assurances, and COLLEGE and PED shall agree, to permit the PED and COLLEGE to review or to provide written assurances regarding the use of data transmitted under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place at COLLEGE and PED to protect the personally identifiable information and that personally identifiable information has not been, is not and will not be redisclosed or released.
5. PED and COLLEGE agree that the ability to access or maintain data under this Memorandum shall not under any circumstances transfer from or be assigned to any other individual, institution, organization or entity.
6. Despite any contrary provisions in the Memorandum, COLLEGE and PED agree not to disclose any data obtained under this Memorandum in a manner which could identify an individual student to any other individual, institution, organization or entity.
7. COLLEGE and PED agree that procedures and systems will be established to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Memorandum shall be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data.
8. PED and COLLEGE agree to establish procedures and systems to ensure all personally identifiable data obtained is kept in secured facilities and

media and that access to such records is restricted to PED and COLLEGE personnel who are authorized to have access to said data for the purposes of conducting the aforementioned evaluation.

9. COLLEGE or PED shall promptly, that is, within one (1) hour of verifying a data compromise, report to all parties in this Memorandum any incidents in detail of any personally identifiable information whose confidentiality was breached or is believed to have been breached.
10. PED and COLLEGE agree to destroy or return all personally identifiable data obtained under this Memorandum when it is no longer needed for the purpose for which it was obtained under this agreement. Nothing in this Memorandum authorizes PED or COLLEGE to maintain data received from the PED beyond the time period reasonably needed to complete the purpose of the request, and in no case beyond the termination date of this Memorandum. Any destruction of the referenced data must be witnessed by one other person who can later attest that the destruction occurred. PED or COLLEGE agree to submit a letter to PED or COLLEGE within 15 days of the termination of this agreement, attesting to the destruction of any referenced personally identifiable data received from the PED or COLLEGE. No new Agreement will be agreed to by the PED or COLLEGE until the data is returned or destroyed as set forth herein.
11. COLLEGE and PED shall maintain records that document and verify the destruction of the data provided by PED and COLLEGE to the other under this MEMORANDUM.
12. COLLEGE and PED agree to adhere to mutually agreed upon protocols or directives prohibiting disclosure of data, which even though it may not have been provided by either party in a personally identifiable manner, would still permit public identification of TEACHERS or STUDENTS because of the small cell sizes (i.e., subgroups of fewer than 10 students) of the data. If data is so identified, it may only be used in a disaggregated or other manner consistent with generally accepted statistical principles that does not permit identification of students.

**b) Responsibilities of PED:**

1. PED shall share the information detailed in Exhibit A with COLLEGE, but only for purposes of the DEPARTMENT to analyze the performance of the teacher preparation program(s).
2. PED shall assign, and through execution of this agreement, hereby does assign, COLLEGE as an authorized representative for purposes of having access to personally identifiable information of students as detailed in this agreement and in accordance with 34 CFR 99.35. COLLEGE is an authorized representative only for the sole purpose of completing an

evaluation of state-supported education programs as detailed in this agreement.

3. PED agrees not to share or re-disclose personally identifiable data received under this Memorandum with any other entity, organization or individual without the prior written approval of COLLEGE. This does not prohibit PED or COLLEGE from sharing aggregate student data in which the identification of a student is not disclosed nor can it be determined from the data.
4. PED agrees to use data shared under this Memorandum for no purpose other than to conduct an evaluation of the performance of teacher preparation programs.
5. PED agrees to maintain all data obtained pursuant to this Memorandum separate from all other data files that they possess and not copy, reproduce or transmit data obtained pursuant to this Memorandum except as necessary to fulfill the purpose of this Memorandum or the PED evaluation described in this agreement and as required by 34 CFR 99.35(a)(2). Transmission of all FERPA protected data must be by SECURE electronic systems and/or networks. All copies of data of any type including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Memorandum in the same manner as the original data.

**c) Responsibilities of COLLEGE:**

1. COLLEGE agrees to use data shared under this Memorandum for no purpose other than to conduct longitudinal studies of the performance of teacher preparation programs.
2. COLLEGE agrees not to share or re-disclose personally identifiable data received under this Memorandum with any other entity, organization or individual without the prior written approval from PED. This does not prohibit COLLEGE or PED from sharing aggregate student data in which the identification of a student is not disclosed nor can it be determined from the data.
3. COLLEGE agrees to maintain all data obtained pursuant to this Memorandum separate from all other data files that they possess and not copy, reproduce or transmit data obtained pursuant to this Memorandum except as necessary to fulfill the purpose of this Memorandum or the COLLEGE evaluation described in this agreement and as required by 34 CFR 99.35(a)(2). Transmission of all FERPA-protected data must be by SECURE electronic systems and/or networks. All copies of data of any type including any modifications or additions to data from any source

that contains information regarding individual students, are subject to the provisions of this Memorandum in the same manner as the original data.

4. COLLEGE may use the requested data in the following ways, but not limited to: 1) data will be used to perform descriptive and inferential statistical analyses with a variety of predictor variables involving student and teacher data; 2) conduct TEACHER and employer surveys as required by federal rule; and 3) program evaluation.

#### **IV. SCOPE OF MEMORANDUM**

This Memorandum incorporates all the understandings between PED and COLLEGE concerning the subject matter hereof. No prior Memorandum, verbal representations, or understandings shall be valid or enforceable unless embodied in this Memorandum.

#### **V. TERMINATION OF MEMORANDUM**

This Memorandum may be terminated by the PED or COLLEGE, upon written notice delivered to the other not less than fourteen (14) days prior to the intended termination date. By such termination notice, neither the PED nor COLLEGE, shall negate obligations already incurred or required to be performed prior to the effective date of termination. The PED may terminate the Memorandum immediately upon confirmation of fraud, negligence or abuse or compromise of confidentiality restrictions. This Memorandum shall terminate automatically on June 30, 2019 unless extended by a written agreement.

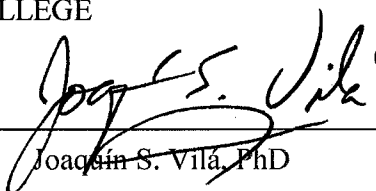
**IN WITNESS WHEREOF**, the parties have caused this Memorandum to be executed on the year and date indicated, with the effective date being the most recent signature.

NEW MEXICO PUBLIC EDUCATION DEPARTMENT

By \_\_\_\_\_  
Hanna Skandera  
Secretary of Education

Date: \_\_\_\_\_

NORTHERN NEW MEXICO  
COLLEGE

By  \_\_\_\_\_  
Joaquin S. Vila, PhD  
Dean, College of Education

Date: 5/19/15

## EXHIBIT A- DESCRIPTION OF DATA to be shared by PED to UNIVERSITY

1. **Recent graduate summative NMTEACH performance data in the classroom** – this includes Value-added score and scores from Observations and Multiple Measures;
2. **Job placement data (School and district)**
3. Years identified in service in NM school/district
4. Aggregate k12 student performance data on such standardized assessments required by PED as relevant per TEACHER

## EXHIBIT B – DESCRIPTION OF DATA TO BE SHARED BY UNIVERSITY TO PED

5. **High School GPA** – If the program collects it, the candidate's high school GPA (0.00 - 4.00);
6. **Undergraduate GPA** – If the program collects it (regardless of what calculation is used to measure it), the candidates undergraduate GPA (0.00 – 4.00). This measure can be used by Graduate programs who collect undergrad GPA as well as undergrad programs that collect undergraduate GPA as part of the entry into their program;
7. **Post-Undergraduate GPA** – If your program collects it (such as Graduate programs and Alternative Programs), the candidate's Post-Undergraduate GPA (0.00 – 4.00);
8. **Prep Program GPA** – Candidate's GPA (0.00 – 4.00) for credits taken within your prep program. For Undergraduate programs that exist within a larger university, calculate the GPA based on credits taken in your program;
9. **ACT** – If program collects it, the candidate's high school ACT score (1 - 36);
10. **Student Teaching School** – The first school that a candidate did his/her student teaching;
11. **Student Teaching District** – The district of the first school that a candidate did his/her student teaching;
12. **Number of hours Student Teaching at School** – If your program has a record of it, the number of hours the candidate spent student teaching at School;
13. **Alternative Internship Year School** – Was the student teaching in school considered an internship as part of an alternative program? (Y/N);
14. **Program area** – subject/content area of the program (Mathematics, Elementary, etc.);
15. **Program Level** – program level (U = undergraduate, G = Graduate, A = Alternative);
16. **Program Start Date** – The month and year (mm/yyyy) the candidate began the preparation program. For undergraduate programs that admit candidates from the undergraduate institution, this date should be the date that they started the program (not the university in general);
17. **Program End Date** – The month and year (mm/yyyy) the candidate left the program;
18. **Certificate Granted** – Did the candidate receive a teaching certificate from this university? (Y/N);
19. **Graduated** – Did the candidate graduate from this university with a degree? (Y/N).