

TEACHER DATA WAREHOUSE AGREEMENT

ILLINOIS STATE BOARD OF EDUCATION

1. The Illinois State Board of Education (ISBE) agrees to share data with the University of Illinois (U of I) and the Illinois Board of Higher Education (IBHE) solely for the limited purpose and extent regarding the Teacher Data Warehouse (TDW) as set forth in the attached SPECIFICATIONS.
2. This Agreement shall become effective upon its full execution for a period of one year, and may thereafter be re-executed on an annual basis, as needed, without any further written agreement required among the parties.
3. All records and other information maintained by ISBE regarding any person are confidential and shall be protected from unauthorized use and/or disclosure under this Agreement. Any dissemination or use of the teacher data for other than the primary purpose of this Agreement without the express written authority of ISBE's Division Administrator for Data Analysis and Progress Reporting is specifically prohibited. Data released under this Agreement are to be used only for the specific purposes as described in the attached specification sheet. U of I and IBHE further agree to comply with the attached laws, materials, regulations and all other State and Federal requirements with respect to the protection of privacy, security, and dissemination of this teacher data.
 - a. Access to and uses of the data files containing individual student data are restricted to submitting institutions, IBHE and ISBE. An institution will only receive data on students enrolled or that have been enrolled at their institution.
 - b. The institutional data in the TDW belong to the submitting institutions and the ISBE data in the TDW belong to ISBE. Individually identifiable data may only be released with the prior consent of the owner or pursuant to the exceptions covered in this Agreement. Aggregation of the data for internal research and internal/external required reporting is appropriate for each institution/agency.
 - c. The confidentiality restrictions identified in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 CFR 99.30 et seq.) apply to the use and release of the teacher data exchange files. As a part of FERPA compliance, data received by each institution are to be used for internal research and/or external reporting requirements, including but not be limited to the Title II legislation (Federal Higher Education Amendment, 1998) and the Illinois Supply and Demand Report (Public Act 91-102). External reports may not identify individual student data (See 34 CFR 99.31(a)(6) and 99.35(b).)
 - d. The U of I will maintain a list of all U of I and IBHE officials and employees with authority to request, receive, or obtain information from the TDW. The U of I will also maintain a list of all officials and employees from submitting institutions with authority to request, receive, or obtain information from the TDW. Each submitting institution that has access to the TDW must have a signed security agreement on file at the U of I, with a key holder named for each

9. Persons to Contact.

The person to contact on behalf of the Illinois State Board of Education is:

Gayle Johnson, Division Administrator, Data Analysis and Progress Reporting, 100 North First Street, Springfield, IL 62777, Telephone (217) 782-3950.

The person to contact on behalf of the University of Illinois is:

Kristopher Smith, Resource and Policy Analyst, Office for Planning and Budgeting, 338 Henry Administration Building, MC-360, 506 South Wright Street, Urbana, IL 61801, Telephone (217) 244-9743.

The person to contact on behalf of the Illinois Board of Higher Education is:

Judy Erwin, Executive Director, Illinois Board of Higher Education, 431 East Adams, 2nd Floor, Springfield, IL 62701, Telephone (217) 782-2551.

10. Notwithstanding any other provisions to the contrary, this Agreement is subject to immediate cancellation by ISBE for failure of U of I or IBHE or their authorized contractor or agent, respectively, to adhere to any provision set forth in this Agreement.

11. U of I, IBHE, and ISBE are empowered under Article 7, Section 10(a) of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) to contract with each other in any manner not prohibited by law.

TEACHER DATA WAREHOUSE AGREEMENT SPECIFICATIONS

A. REASON FOR MAKING REQUEST:

Such data are being requested by the University of Illinois at (U of I) pursuant to a Higher Education Cooperation Act (HECA) long-term grant provided by the Illinois Board of Higher Education (IBHE) to the U of I and other designated grant recipients. Data related to teacher education in the State of Illinois will be stored in the Teacher Data Warehouse (TDW) established and maintained at U of I (Champaign-Urbana) pursuant to the above-referenced HECA grant. The organization of these data by the TDW will allow tracking of students from Illinois colleges and university teacher preparation programs and include their performance on the teacher certification exams, certification and endorsement information, their demographic information, and their public educational employment status within the state.

The data in the TDW are collected by the Illinois State Board of Education (ISBE) and educational institutions offering teacher preparation programs (e.g., Chicago State University) and shared with the TDW. The TDW was established with the understanding that the institutions and ISBE would submit data on an annual basis.

B. SPECIFIC DATA REQUESTED (including format: on-line, tape, hard-copy, etc.):

These data will be available from <ftp://tcis.isbe.net>. The following data elements will be accessed:

TCIS – Teacher Certification Information System (annual snapshot)

TSR – Teacher Service Record (annual download in September)

C. HOW DATA WILL BE UTILIZED:

Data from ISBE will be merged with data from the institutions for reports, maps, and data downloads to the institutions. These same reports, maps, and data downloads will be available to ISBE for internal and/or external reporting.

TEACHER DATA WAREHOUSE AGREEMENT

ATTACHMENT A

30 ILCS 585/0.01 et seq.

CONFIDENTIALITY REQUIREMENTS

AN ACT to make confidentiality requirement governing State agencies applicable to data centers and electronic data processing contractors which store or process confidential information from State agencies.

P.A. 84-347, approved September 14, 1985, eff. January 1, 1986.

585/0.01 Short Title

Section 0.01. "Short Title. This Act may be cited as the Data Processing Confidentiality Act.

585.1. Notice

Section 1. Whenever any State agency governed by confidentiality requirements as to information in its possession gives, contracts out, or otherwise transmits such information in a form suitable for electronic data processing to any contractor, electronic data processing center, or other user outside such agency, for any purpose whatsoever, such agency shall notify the receiver of such data in writing of the agency's confidentiality requirements, including any penalties provided for their violation.

585/2. Duty of recipient

Section 2. It shall thereupon become the duty of the individual or entity who receives such data for electronic processing or storage to keep or use the same pursuant to the confidentiality requirements of the transmitting agency, and any receiver who violates them shall be subject to the same penalty that any officer or employee of such agency would incur for their "violation."

ADDITIONAL INFORMATION ON CONFIDENTIALITY:

A. Information obtained from any individual shall:

1. Be confidential.
2. Not be published or open to public inspection.
3. Not be used in any court in any pending action or proceeding.
4. Not be admissible in evidence in any action or proceeding.

5 ILCS 140/7(1)(b), Illinois Freedom of Information Act


50 ILCS 205/1 et seq., Local Records Act

5 ILCS 160/1 et seq., State Records Act

105 ILCS 5/1-1, Illinois School Code

820 ILCS 40/1 et seq., Personnel Record Review Act

23 Illinois Administrative Code § 1.660



Dr. Connie *W*ise
Assistant Superintendent
Standards &
Assessments
Illinois State Board of
Education

Dr. John Andrew Evans
Director
Information Systems
Group
University Office for
Planning and Budgeting


Judy Erwin
Executive Director
Illinois Board of
Higher Education

 *2/14/08*

Signature Date


 *1/28/08*

Signature Date

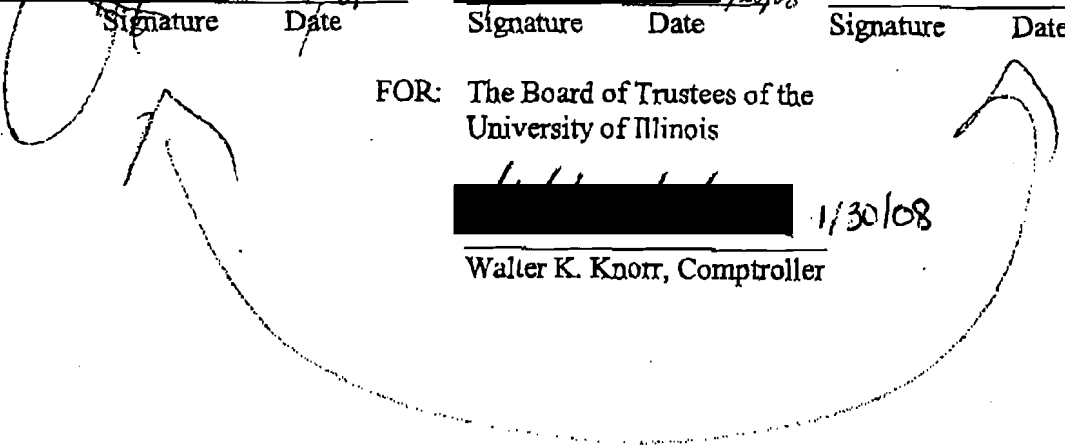
 *2/5/08*

Signature Date

FOR: The Board of Trustees of the
University of Illinois

 *1/30/08*

Walter K. Knorr, Comptroller



Amendment # 1

To the TEACHER DATA WAREHOUSE AGREEMENT dated February 5, 2008, (the Agreement), Illinois State Board of Education (ISBE) and the University of Illinois (U of I) and the Illinois Board of Higher Education (IBHE) (the Parties)

Dated January 13, 2011

I. SPECIFICATIONS

A. REASON FOR MAKING REQUEST:

The Illinois Public University Deans of Colleges of Education conduct an annual survey of their graduates who are first-year teachers and/or administrators in an Illinois public school. The Teacher Data Warehouse (TDW) will receive a preliminary Teacher Service Record (TSR) file in January/February of each year for the purpose of matching the Social Security Numbers (SSNs) and other TSR data provided by ISBE against certain student data provided by the submitting institutions or participating colleges, in the manner and frequency as identified below and in the Agreement among the Parties, to determine where their graduates are working. While the preliminary TSR file may not be final, it contains the most current data related to the school location where graduates are working which is important for conducting the annual survey.

B. SPECIFIC DATA REQUESTED (including format and data elements):

ISBE will upload a flat file to the TDW at <https://tdw.pb.uillinois.edu/>, using a secure login and password provided by the TDW. The following data elements will be provided:

Columns	Description	Length	Format
1-2	Region	2(a)	String
3-5	County	3(a)	String
6-9	District	4(a)	String
10-11	Type	2(a)	String
12-20	Social Security Number	9(a)	String
21-50	Last Name	30(a)	String
51-80	First Name	30(a)	String
81-81	Middle Initial	1(a)	String
82-85	School I.D. Code	4(a)	String
86-86	Location Status/Resignation	1(a)	String
87-87	Gender	1(a)	String
88-88	Racial-Ethnic Code	1(a)	String
89-89	Employment Type	1(a)	String
90-99	Birthdate (MM/DD/YYYY)	10(date)	String
107-108	Months Employed	2.0	Numeric
109-111	Full Time Equivalent	3.0	Numeric
112-116	District Years-of-Experience	5.2	Numeric

117-121	Illinois Years-of-Experience	5.2	Numeric
122-126	Out-of-State Years-of-Experience	5.2	Numeric
127-131	Total Years-of-Experience	5.2	Numeric
132-134	College of Bachelors Degree	3(a)	String
135-135	Highest Degree Received Code	1(a)	String
136-138	College of Advanced Degree	3(a)	String
139-140	Position Code	2(a)	String
141-142	Low Grade Level	2(a)	String
143-144	High Grade Level	2(a)	String
145-147	Assignment Code 1	3(a)	String
148-150	Assignment Code 2	3(a)	String
151-153	Assignment Code 3	3(a)	String
154-156	Assignment Code 4	3(a)	String
157-159	Assignment Code 5	3(a)	String
160-162	Assignment Code 6	3(a)	String
163-165	Assignment Code 7	3(a)	String
166-168	Percent time Employed as Administrator	3.0	Numeric
169-171	Percent time Employed	3.0	Numeric

C. HOW DATA WILL BE UTILIZED:

The TDW will merge certain student data provided by the submitting institutions or participating colleges, with TSR data from the preliminary file, using SSNs as a merge key. The data, excluding SSNs, will be provided to the submitting institutions or participating colleges through the TDW. Pursuant to Paragraph 3(a) of the Agreement, the submitting institutions or participating colleges will see only the matched TSR data for their students.

D. ACCESS TO THE DATA:

Pursuant to Paragraph 3(d) of the Agreement, the U of I will maintain a list of all U of I officials and employees with authority to request and receive the data from ISBE. The U of I will also maintain a list of all officials and employees from submitting institutions or participating colleges with authority to submit student data to the TDW and receive, based on SSN match, school location and other TSR data relevant to conducting the annual survey of their graduates.

E. LIMITED USE AND TIMELINE FOR RETURN OR DESTRUCTION OF CONFIDENTIAL DATA:

Use of the preliminary TSR file will be limited to providing to submitting institutions or participating colleges data that are important for conducting the annual survey of their graduates. The file will be destroyed within six months of providing data to submitting institutions or participating colleges.

ISBE's preliminary release of TSR data are provided on an "as is" basis, without warranty of any kind, including without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement, and consistent with Paragraph 7 of the Agreement.

II. Attachment A

Additional Information on Confidentiality:

5 ILCS 179/1 et seq., Identity Protection Act

Except as otherwise specifically set forth in this Amendment, all other terms and provisions of the Agreement shall remain the same and continue in full force and effect. The Parties agree that upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Assistant Superintendent,
Standards & Assessments
Illinois State Board of Education

Executive Director
Information Systems Group
University Office for Planning and
Budgeting

Signature Date

Signature Date

Print Name

Print Name

Executive Director
Illinois Board of Higher Education

Comptroller
The Board of Trustees of the
University of Illinois

Signature Date

Signature Date

Print Name

Print Name

Amendment # 2

To the **TEACHER DATA WAREHOUSE AGREEMENT** dated February 5, 2008, (the Agreement), Illinois State Board of Education (ISBE) and the University of Illinois (U of I) and the Illinois Board of Higher Education (IBHE) (the Parties)

Dated January 30, 2013

The Parties hereby amend the Agreement as follows:

Paragraph 3 of the Agreement is amended insofar as the title of ISBE's Division Administrator for Data Analysis and Progress Reporting has been changed to read: "ISBE's Division Administrator for Data Analysis and Accountability."

Paragraph 9 of the Agreement is amended insofar as the title of the person to contact on behalf of ISBE is modified to read: "ISBE's Division Administrator for Data Analysis and Accountability."

The name and title of the signatory to the Agreement has been changed from Dr. Connie J. Wise, Assistant Superintendent, Standards & Assessments, to Peter Godard, Chief Performance Officer.

I. SPECIFICATIONS

A. REASON FOR MAKING REQUEST:

In light of the retirement of the TSR, this Amendment is necessary for the release of data from the newly launched, web-based, data collection system – the Employment Information System (EIS) – that enhances the capacity of districts to submit accurate (i.e., real-time data reporting) and timely data for certified and noncertified employees.

The Illinois Public University Deans of Colleges of Education conduct an annual survey of their graduates who are first-year teachers and/or administrators in an Illinois public school. The Teacher Data Warehouse (TDW) will receive a preliminary Employment Information System (EIS) file in late April 2013 and beginning in the 2013-2014 school year and beyond, the data release date will be January/February of each year, for the purpose of matching the Social Security Numbers (SSNs) and other EIS data provided by ISBE against certain student data provided by the submitting institutions or participating colleges, in the manner and frequency as identified below and in the Agreement among the Parties, to determine where their graduates are working. While the preliminary EIS file may not be final, it contains the most current data related to the school location where graduates are working which is important for conducting the annual survey.

B. SPECIFIC DATA REQUESTED (including format and data elements):

ISBE will upload a flat file to the TDW at <https://tdw.pb.uillinois.edu/>, using a secure login and password provided by the TDW. Data to be provided by ISBE to the TDW will consist of the following:

Column	Data Element	Data Type	Length
1-9	SSN (Social Security Number)	char	9
10-39	Legal Last Name	varchar	30
40-69	Legal First Name	varchar	30
70-99	Legal Middle Name	varchar	30
100-109	Date of Birth (mm/dd/yyyy)	datetime	10
110-110	Gender (F or M)	char	1
111-112	Race/Ethnicity Code (see codes)	char	2
113-116	School Year (yyyy)	char	4
117-131	Employer RCDTS (rrcccdttssss)	char	15
132-146	Work Location RCDTS (rrcccdttssss)	char	15
147-149	Position Code (see codes)	char	3
150-150	First Year Flag (Y or N)	bit	1
151-155	FTE (x.xxx)	decimal	5

C. HOW DATA WILL BE UTILIZED:

The TDW will merge certain student data provided by the submitting institutions or participating colleges, with EIS data from the preliminary file, using SSNs as a merge key. The data, excluding SSNs, will be provided to the submitting institutions or participating colleges through the TDW. Pursuant to Paragraph 3(a) of the Agreement, the submitting institutions or participating colleges will see only the matched EIS data for their students.

D. ACCESS TO THE DATA:

Pursuant to Paragraph 3(d) of the Agreement, the U of I will maintain a list of all U of I officials and employees with authority to request and receive the data from ISBE. The U of I will also maintain a list of all officials and employees from submitting institutions or participating colleges with authority to submit student data to the TDW and receive, based on SSN match, school location and other EIS data relevant to conducting the annual survey of their graduates.

E. LIMITED USE AND TIMELINE FOR RETURN OR DESTRUCTION OF CONFIDENTIAL DATA:

Use of the preliminary EIS file will be limited to providing to submitting institutions or participating colleges data that are important for conducting the annual survey of their graduates. The file will be destroyed within six months of providing data to submitting institutions or participating colleges.

ISBE's preliminary release of EIS data are provided on an "as is" basis, without warranty of any kind, including without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement, and consistent with Paragraph 7 of the Agreement.

Except as otherwise specifically set forth in this Amendment, all other terms and provisions of the Agreement shall remain the same and continue in full force and effect. The Parties agree that upon execution of this Amendment, it shall become a binding and integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.



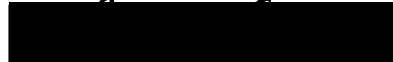
Chief Performance Officer
Illinois State Board of Education

2/26/13

Signature Date

Peter R. Godard

Print Name



Executive Director
Information Systems Group
University Office for Planning and
Budgeting

2/13/13

Signature Date

John Andrew Evans

Print Name



Executive Director
Illinois Board of Higher Education

2/22/13

Signature Date

HARRY BERMAN

Print Name



Comptroller
The Board of Trustees of the
University of Illinois

2/17/13

Signature Date

WALTER K. KOWAL

Print Name