

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LOS ANGELES UNIFIED SCHOOL DISTRICT**

AND

[INSTITUTION NAME INSERTED HERE]

FOR

LOS ANGELES EDUCATOR PATHWAYS PARTNERSHIP

PARTIES

1. The Los Angeles Unified School District (the “District” or “LAUSD”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.
2. [Institution Name Here] (“IHE”) is a nonprofit organization organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at _____.

MISSION & PURPOSE

As signatories to the Los Angeles Compact^a, the Institutions of Higher Education serving Los Angeles and the Los Angeles Unified School District share a common goal of supporting all students in LAUSD to graduate from high school prepared to succeed in college and careers.

The parties have agreed to work together to investigate best practices in order to drive continuous improvement so that all candidates are prepared to provide high quality instruction and drive student learning in any school in LAUSD.

The purpose of this memorandum of understanding is to facilitate data sharing between the District and [IHE], by linking candidate data to their student outcomes which will provide both parties with information to conduct research and data analysis supporting the goals and objectives above. Research questions covered under this agreement, some of which are common to all institutions collaborating with the District through the “Institutions of Higher Education (IHE) Collaborative” and others of which are specific to [IHE], are outlined in Attachment B.

UNITE-LA, as convener of the Los Angeles Compact, agrees to serve as a supporting intermediary, and agrees to advise, facilitate, build consensus among the parties, and cultivate support from other

^a The L.A. Compact is an unprecedented commitment by 18 major L.A. institutions that want to see positive change in Los Angeles public schools, and better prepare local students for college and the 21st century workplace. www.lacomact.org.

Compact parties in relation to this agreement. UNITE-LA is not authorized to receive the data produced by the District or the IHEs for purposes of this agreement.

The District and [IHE], along with UNITE-LA and other institutions participating in the “Institutes of Higher Education Collaborative” have established a common goal to collaborate to seek funding to resource this work.

DUTIES

Through the execution of this agreement, the Los Angeles Unified School District will work in collaboration with the “Institutions of Higher Education (IHE) Collaborative” to collect and aggregate data from [IHE] and other participating higher education institutions.

The District and [IHE] have certain responsibilities when sharing student, candidate and/or employee data to address the research questions outlined in Attachment B. This section details the District’s duties when sharing data with [IHE], and when receiving data from [IHE]; the next section details [IHE’s] responsibilities when sharing data with the District, and when receiving data from the District.

1. The District will perform the following duties when sharing data with [IHE]:
 - a. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. section 1232g and 34 C.F.R. section 99, and related California Education Code provisions.
 - b. Provide [IHE] with information security specifications required to transmit pupil record information electronically.
 - c. In circumstances when the District has conducted data analysis but is unable to transmit certain types of data, including but not limited to confidential employee evaluations, which would assist the IHE in evaluating its programs, the District agrees to provide IHE with a summary of findings, finding of emerging trends, or other anonymized aggregate data in a manner which does not violate employee confidentiality or other applicable provisions.
2. The District will perform the following duties when receiving data from [IHE]:
 - a. To the extent that [IHE] has conducted an Institutional Review Board (IRB) process to protect the rights of human subjects, and when the research and data sharing necessary to execute this agreement triggers an IRB requirement, any restrictions and protections of the data defined by the IRB, and any requirements regarding key personnel certification, shall be followed by the District.
 - b. Comply with all FERPA and California Education Provisions, including the following:
 - (1) Use the data shared under this agreement for no purpose other than the work stated in this MOU and authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal

Regulations. LAUSD further agrees not to share data received under this MOU with any other entity without the prior written consent of [IHE]. LAUSD agrees to allow [IHE] access to any relevant LAUSD records for purposes of completing authorized audits of the parties.

- (2) Require all employees, and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this agreement. LAUSD agrees to require and maintain an appropriate confidentiality agreement from each employee, or agent with access to data pursuant to this agreement.
- (3) Maintain all data obtained pursuant to this agreement in a secure computer environment, per commonly accepted industry standards, and not copy, reproduce or transmit such data except as necessary to fulfill the terms of this agreement. In LAUSD, a secure data environment means that all networked computer systems and stand-alone systems that house protected information are registered with the Information Security Office of the Information Technology Division (ITD) and adhere to the security controls in place by ITD. Protected information, e.g., student record information, is housed in servers in the secure Data Center with restricted access. Employees accessing protected data have password protected work stations with Single sign-on controls within LAUSD's firewall. All employees accessing protected information receive training on the District's Acceptable Use Policy. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from LAUSD to any other institution or entity.
- (4) Not disclose any data obtained under this agreement in a manner that could identify an individual teacher or teacher candidate to any other entity in any form including, but not limited to, study publications.
- (5) Conduct the study in a manner that does not permit personal identification of teacher and/or teacher candidates by anyone other than LAUSD representatives authorized pursuant to this Agreement with legitimate educational interests for purposes of this Agreement.
- (6) Destroy all personally identifiable data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes LAUSD to maintain personally identifiable data beyond the time period reasonably needed to complete the purpose of the IHE request pursuant to this agreement. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). LAUSD agrees to require all employees, or agents of any kind to comply with this provision. Consistent with FERPA, LAUSD will retain a de-identified data set to conduct analyses for specific projects that have been approved in advance and in

writing by [IHE].

(7) LAUSD shall comply with the IHE's information security specifications prior to receiving any electronic transfers of information. [IHE] may require LAUSD to provide documentation of compliance prior to any transmittal.

(8) LAUSD shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. IHE or its agents may, upon request, review the records required to be kept under this section.

3. The IHE will perform the following duties when sharing information with LAUSD:

- a. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. section 99, and related California Education Code provisions.
- b. Provide LAUSD with information security specifications required to transmit teacher candidate record information electronically.
- c. Ensure that District is an authorized party to receive this information under confidentiality and disclosure agreements with teacher candidates.

4. The IHE will perform the following duties when receiving information from LAUSD:

- a. To the extent that the District has conducted an Institutional Review Board (IRB) process to protect the rights of human subjects, and when the research and data sharing necessary to execute this agreement triggers an IRB requirement, any restrictions and protections of the data defined by the IRB, and any requirements regarding key personnel certification, shall be followed by the IHE.
- b. Comply with all FERPA and California Education Provisions, including the following:
 - (1) Use the data shared under this agreement for no purpose other than the work stated in this MOU and authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. [IHE] further agrees not to share data received under this MOU with any other entity. [IHE] agrees to allow LAUSD access to any relevant IHE records for purposes of completing authorized audits of the parties.
 - (2) Require all employees, IHEs and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this agreement. IHE agrees to require and maintain an appropriate confidentiality agreement from each employee, IHE or agent with access to data pursuant

- to this agreement (Attachment A, Student, Candidate, and Employee Record Confidentiality and Rediscovery Agreement).
- (3) Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from [IHE] to any other institution or entity.
 - (4) Not disclose any data obtained pursuant to this agreement in a manner that could identify an individual student to any other entity in any form including, but not limited to, in study publications authorized by this agreement.
 - (5) Conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of [IHE] authorized pursuant to this Agreement with legitimate educational interests for purposes of this Agreement.
 - (6) Destroy all personally identifiable data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes [IHE] to maintain personally identifiable data beyond the time period reasonably needed to complete the purpose of the IHE request pursuant to this agreement. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). IHE agrees to require all employees, IHEs, or agents of any kind to comply with this provision. Consistent with FERPA, IHE will retain a de-identified data set to conduct analyses for specific projects that have been approved in advance and in writing by LAUSD.
 - (7) [IHE] shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information. District may require IHE to provide documentation of compliance prior to any transmittal.
 - (8) [IHE] shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. LAUSD or its agents may, upon request, review the records required to be kept under this section. IHE's authorized representative must sign and complete the Student, Candidate and Employee Record Confidentiality and Rediscovery Agreement, Attachment A, which is incorporated by reference.

TERM

- (9) This agreement shall be effective for three (3) years from the date the last party signs. Either party may terminate this agreement for any reason at any time upon ninety (90) days written notice to the other party.

GENERAL PROVISIONS

10. **INDEPENDENT IHE** While engaged in performance of this agreement the IHE is an independent IHE and is not an officer, agent, or employee of the District. IHE is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, worker's compensation, health insurance and retirement benefits. IHE assumes full responsibility for the acts and/or omissions of IHE's employees or agents as they relate to performance of this agreement. IHE assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to IHE and IHE's employees. IHE warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent IHE, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

11. **CONFLICT OF INTEREST** The parties represent that they have no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by the parties. [IHE] shall not conduct or solicit any non-District business while on District property or time, LAUSD shall not conduct or solicit any non-[IHE] business while on [IHE] property or time.

11.1 The parties will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to each other prior to entering into this agreement and during the term of the agreement any and all circumstances existing at such time which pose a potential conflict of interest.

11.2 [IHE] warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or noncash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this agreement.

The District warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of [IHE] any cash or noncash gratuity or payment with view toward securing any business from [IHE] or influencing such person with respect to the conditions, or performance of any contracts with or orders from [IHE], including without limitation this agreement.

Any breach of this warranty shall be a material breach of each and every contract between District and [IHE].

11.3 As a condition of this agreement, IHE agrees to comply with the District's "Contractor Code Of Conduct" available at http://ethics.lausd.net/FTP/Contractor_Code_of_Conduct.pdf, and made a part hereof.

11.4 Should a conflict of interest issue arise, [IHE] agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Further, should a conflict of interest issue arise, the District agrees to fully cooperate in any inquiry and to provide [IHE] with all documents or other information reasonably necessary to enable [IHE] to determine whether or not a conflict of interest existed or exist.

11.5 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District or [IHE] may have.

12. EQUAL EMPLOYMENT OPPORTUNITY The parties commit that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the parties agree to comply with applicable federal and state laws. In addition, the parties agree to require like compliance by all sub-contractors s employed on the work.

13. GOVERNING LAW The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.

14. INDEMNIFICATION Each party shall indemnify and hold the other party to this agreement and its Board Members, officers, administrators, employees, agents, and attorneys (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the negligence or willful misconduct of the indemnifying party in its performance of this agreement.

15. INSURANCE IHE shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best or self-insure for comparable coverage):

A. Commercial General Liability Insurance with limits as follows:

- \$1,000,000 per occurrence
- \$1,000,000 personal & advertising injury
- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate

B. The Commercial General Liability policy must contain coverage for personal and advertising injury to protect against any claim of:

- Libel
- Slander
- copyright or trademark infringement
- invasion of privacy

The commercial general Liability policy must provide a defense and indemnity for the above type of claims and such claims as those in clause B must not be excluded under the personal and advertising injury coverage of the policy.

- C. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$25,000 require District approval.
- D. IHE, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal/ cancellation notice provision. The Commercial General Liability policy referred to in clause A shall name the District and the Board of Education as additional insured.

LAUSD agrees to maintain the same coverage as outlined above and to provide evidence as outlined in subsection D.

16. **NOTICES** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

DISTRICT:		IHE:	
Legal Notices	Research-related Notices	Legal Notices	Research-related Notices
Attention: David Holmquist, General Counsel Office of the General Counsel	Attention: Cynthia Lim, Executive Director Office of Data and Accountability	Attention:	Attention
333 South Beaudry Avenue Los Angeles, CA 90017	Los Angeles Unified School District 333 South Beaudry Avenue, 16 th Floor Los Angeles, CA 90017		
TEL: (213) 241-6601	TEL: (213) 241-2460	TEL:	TEL:
FAX:	FAX:	FAX:	FAX:

17. Limitation of Damages. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

LOS ANGELES UNIFIED SCHOOL DISTRICT

Signature: _____

By: Cynthia Lim _____ Date: _____

Title/Position: Executive Director, Office of Data & Accountability _____

[IHE]

Signature: _____

By: _____ Date: _____

Title/Position: _____

ATTACHMENT A

STUDENT, CANDIDATE AND EMPLOYEE RECORD CONFIDENTIALITY AND RE-DISCLOSURE AGREEMENT

The Los Angeles Unified School District ("**District**"), and the individual or entity identified as "**IHE**" have entered or are planning to enter into an agreement or other arrangement that may involve **IHE's** receipt of or access to certain records and information concerning District students and employees, and/or may involve the District's receipt or access to certain records and information regarding IHE's teacher candidates, some of whom were previously or are currently employed by the District. The parties are entering into this Student, Candidate and Employee Record Confidentiality and Re-Disclosure Agreement ("**Agreement**") in order to ensure proper treatment of any student, candidate, and employee records and information that the IHE or the District obtains or learns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. **“Consenting Party”** means:

(i) the natural parent, adopted parent, or legal guardian of each District student or former student who is under the age of 18 years; and,

(ii) each District student or former student who has attained the age of 18 years. Where a student’s parents are divorced or legally separated, only the parent having legal custody shall be deemed to be the Consenting Party for purposes of this Agreement; or

(iii) a teacher candidate previously or currently enrolled in IHE’s teacher preparation program that may or may not have subsequently been placed in or employed by the District.

b. **“Student Record**

Information” means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable District pupil (current or former) and is maintained by the District or by a District employee in the performance of his or her duties.

c. **“Candidate Record Information”** means any item of information (in any form, written, electronic, or other) that is directly related to an identifiable IHE Teacher Candidate (current or former) and is

maintained by the IHE or by an IHE employee in the performance of his or her duties.

d. **“Confidential Employee**

Information” means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable District employee (current or former) and is maintained by the District or by a District employee in the performance of his or her duties.

2. Use of Student or Candidate Record Information or Confidential Employee Information.

Recipient will use Student or Candidate Record Information or Confidential Employee Information only for the purposes outlined in the (“**Project**”) agreement, and will make no use of such information, in whole or in part, for any other purposes. Recipient will keep confidential all Student or Candidate Record Information or Confidential Employee Information and will take all necessary steps to ensure the confidentiality of these records. Recipient will only disclose Student or Candidate Record Information or Confidential Employee Information in accordance with the terms of this Agreement and will make no other disclosure of such records at any time.

3. Re-Disclosure.

3.1. Consent Required. The parties agree that they will only disclose records and data pursuant to this Agreement to their employees having a need to know in connection with work performed pursuant to this Agreement and will not disclose it to any third party without first obtaining written consent to the disclosure from each Consenting Party for whom this data will be disclosed. Recipient party will promptly provide the other party with copies of any and all written consents that the recipient party obtains under this paragraph.

3.2. Restrictions on Receiving Party. In addition, any third party receiving Student or Candidate Record Information or Confidential Employee Information from Recipient must agree in writing to all of the terms contained in this Agreement, and may only use Student or Candidate Record Information or Confidential Employee Information for the performance of that third party's Project-related responsibilities.

3.3 Exceptions. Subject to this Agreement, recipient party may disclose Student or Candidate Record Information or Confidential Employee Information to third parties if, and only to the extent that, disclosure of the information is otherwise permissible under applicable law or under any District or IHE privacy policy then in effect.

3.4. Access Log and Record Files. Recipient party will maintain an access log that records all disclosures of (or access to) Student or Candidate Record Information or Confidential Employee Information. Entries in the access log will identify the person(s) receiving access, the reason access was granted, the date, time and circumstances of disclosure, and all Student or Candidate Record Information or Confidential Employee Information provided. The access log will be made available to the District or IHE promptly upon request.

4. Pre-Publication Review. Upon notice, the parties may request in writing, to the party's designee, and each agrees to timely provide 30 days prior to presentation, publication or re-publication, access to any report, memorandum, article, thesis or any other writing that includes data/record information provided under this agreement and that links the parties to any outcome or enables the parties to be linked to any outcome.

The party's designees agree to acknowledge receipt of these

notices and can provide their comments during the 30 day review period. If no such acknowledgement is made, and if no comments are provided, the requesting party may move forward with publication after the 30 day review period.

During the review period, the District reserves the right to withdraw consent to the publication of any such writing if the District determines that the privacy rights of its students and/or employees are jeopardized. IHE reserves the right to withdraw consent to the publication of any such writing if the IHE determines that the privacy rights of its teacher candidates and/or employees are jeopardized.

5. Destruction of Information.

Immediately upon completion of the Project, LAUSD and IHE will destroy all Student or Candidate Record Information or Confidential Employee Information that recipient obtained or learned in connection with the Project. Upon the District's or IHE's request, recipient will promptly certify in writing that this destruction has occurred.

6. Required Disclosure. In the event that the District or IHE is requested or required by subpoena or other court order to disclose any Student or Candidate Record Information or Confidential Employee Information, recipient will provide immediate notice of the request to the other party and will use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted. If, in the absence of a protective order or the receipt of a written waiver hereunder, recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Student or Candidate Record Information or Confidential Employee Information, then recipient may disclose that information without liability hereunder, provided that the District or IHE has been given a reasonable opportunity to review the text of the disclosure before it is made and that the disclosure is limited to only Student or Candidate Record Information or Confidential Employee Information specifically required to be disclosed.

7. No License. No licenses or other rights under patent, copyright, trademark, trade secret or other intellectual property laws are granted or implied by this Agreement. The District and the IHE are not and will not be obligated under this Agreement to purchase from or provide to the other party any information, service, or product.

8. Disclaimer. The Student or Candidate Record Information or Confidential Employee Information is provided AS IS and without warranty of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or title. The District and the IHE shall not have any liability or responsibility for errors or omissions in, or any decisions made by recipient in reliance upon, any Student or Candidate Record Information or Confidential Employee Information.

9. Remedies.

9.1. **Injunctive Relief.** The parties agree that Student or Candidate Record Information or Confidential Employee Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District or IHE, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Recipient agrees to waive any requirement for the securing or posting of any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

9.2. **Five-Year Bar.** If the District or IHE determines, or is made aware of a determination by any other governmental agency, that recipient has disclosed any Student or Candidate Record Information or Confidential Employee Information in violation of this Agreement, or has maintained any such records in violation of this Agreement, then without prejudice to any other rights or remedies the District or IHE may have, the District or IHE shall be entitled to prohibit recipient from accessing any Student or Candidate Record Information or Confidential Employee Information for a period of five (5) years or more, as determined by the District or IHE in its sole discretion.

10. Indemnification. The District and IHE agree to indemnify and hold harmless the recipient, its employees, agents, subcontractors, affiliates, officers and directors from, and defend the District or IHE against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) any unauthorized or unlawful disclosure of Student or Candidate Record Information or Confidential Employee Information by recipient; or (b) any breach of this Agreement by recipient.

11. Required Notice. Recipient shall notify the District or IHE immediately upon discovery of any unauthorized use or disclosure of Student or Candidate Record Information or Confidential Employee Information, and will cooperate with the other party in every reasonable way to assist them in regaining possession of the Student or Candidate Record Information or Confidential Employee Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

12. Governing Law; Venue. California law will govern the interpretation of this Agreement, without reference to rules regarding conflicts of law. Any dispute arising out of this Agreement will be submitted to a state or federal court sitting in Los Angeles, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile, addressed to a party at the address set out by its signature below.

14. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

15. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

16. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral. This Agreement may not be amended except by a writing signed by the parties.

ATTACHMENT B – Research Questions & Data Requests

COMMON RESEARCH QUESTIONS

LAUSD and [IHE] are interested in investigating which characteristics of teacher preparation pathways and clinical experience have the greatest impact on teacher outcomes (ie. retention and contributions to student outcomes).

The first phase of this collaborative work is to identify which teacher preparation pathways feed into LAUSD and describe the primary characteristics of these programs. The second phase of this work will be to connect the programmatic characteristics to individual teachers and outcomes, such as retention and contributions to student outcomes.

First phase research questions:

What makes each preparation pathway unique with regard to coursework and clinical experience requirements, as well as placement?

- What are the primary preparatory coursework requirements of new teachers in LAUSD?
 - How many credit hours are required?
 - What subject specific requirements are provided?
 - What training is provided to teach specific student subgroups (language, special education, etc.)?
 - How much training is provided to teach in specific or diverse educational settings/environments?
- What are the primary characteristics of clinical experience required of new teachers in LAUSD?
 - What is the duration/length of time/number of clinical hours required of new teacher candidates?
 - What is the expected level of responsibility in the clinical setting?
 - How many transitions/rotations (teaching with different master teachers, in different grades/subjects, different schools) required of new teacher candidates?
 - What are the attributes of master teachers they are placed with?
- What are the primary characteristics of students and schools that new teachers in LAUSD are placed with?
 - What are the aggregate demographic characteristics of the students/schools in which new teachers are placed?
 - What is the historical performance of these students or schools?

- What is the type and configuration of schools (Charter, Pilot, Magnet, Option, Special Education Center) that new teachers are placed in?
- What grade levels/subject/course and/or specific student subpopulations are new teachers selected to teach?

What are the primary preparation pathways that new teachers in LAUSD come from?

What are the characteristics of candidates feeding into each preparation pathway (prior career experience, prior education, GPA, SAT, ACT scores, etc.)?

Second phase questions:

How do contributions to student outcomes vary by characteristics of teacher preparation pathway?

How do new teacher retention rates vary by characteristics of teacher preparation pathway?

DATA REQUESTS

1. For the purposes of matching IHE teacher candidate information with the district employee records, the IHE will provide first and last names, birthdates, and last four digits of Social Security Numbers. The district must be authorized to receive such information under the IHE confidentiality and disclosure agreements with their candidates.
2. IHE will receive back a de-identified data set that indicates their candidates and contains all the unique variables of interest they provide to the District, such as candidate demographic characteristics, credentials, training, clinical experience, or course work, specifically including the following: (see attachment for the full list of data elements)
3. IHE will also receive de-identified pupil record information, including but not limited to the following: CST and other test scores, student demographic indicators, course and school level data and employee information. (See attachment for the full list of data elements).
4. IHE is requesting this data for the following school year(s): _____.
5. IHE agrees that LAUSD makes no warranty concerning the accuracy of the student data provided. LAUSD agrees that IHE makes no warranty concerning the accuracy of the teacher candidate data provided.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT

Recipient Name

Recipient Address

Signature

Print Name

Title

Date

THE DISTRICT

Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, California 90017

Signature

Cynthia Lim _____
Print Name

Executive Director, Office of Data &
Accountability _____
Title

Date