

Transcript: Data Sharing Under FERPA

January 2012

(Baron)

Slide 1:

Welcome to the U.S. Department of Education & PTAC webinar entitled “Data Sharing Under FERPA”. This webinar is geared toward State educational agencies and is designed to provide an overview of the FERPA regulatory changes and how agencies can remain in compliant with FERPA while sharing data to further the utility/usefulness of State Longitudinal Data Systems. My name is Baron Rodriguez and I am the PTAC Director. With us today is Kathleen Styles, Chief Privacy Officer at the U.S. Department of Education. Among other areas, Kathleen oversees the Family Policy Compliance Office and the Statistical Policy Advisor. From FPCO, Ellen Campbell, Acting Director will be presenting and Michael Hawes Statistical Policy Advisor for the Chief Privacy Officer at ED will also be speaking today.

Slide 2:

Today’s presentation will last approximately an hour. Yesterday, we ran this presentation by your peers from the State Support Team to generate feedback and any questions that came as a result of the training. If any of your questions remain after today’s presentation, we encourage you to send those in to PrivacyTA@ed.gov. The questions you send in may be used as basis for future trainings or guidance documents. Participants should also note that within a couple of weeks, we will post the archived webinar on both the PTAC and the FPCO website along with the PowerPoint.

Slide 3:

So now you know who we are, we’d like to understand a little better who YOU are. We’ve got several “polls” interspersed throughout this webinar to let us interact a little more.

Slide 5:

Today’s agenda includes the following key topics: Ellen will cover: Disclosure of PII from education records under FERPA and some of the key FERPA regulatory changes, Michael will discuss Mandatory provisions, I will discuss best practices for data sharing, and Kathleen will provide some tangible examples through “case studies” written to provide guidance to agencies seeking to remain in compliant under FERPA. We will conclude the session with an overview of currently available resources from PTAC and FPCO.

Slide 6:

Okay, so let’s start with the obvious. Why is Education hosting this webinar? We recognize the FERPA can be complex and we really do want to help entities with compliance. Mostly we included this

because we loved the question. PTAC and ED officials meet weekly and talk through questions and responses and we all enjoyed this comment. And with that to set the stage

Slide 7:

So the first thing you need to understand is that FERPA doesn't have any "data sharing" provisions. FERPA is a privacy and confidentiality statute, it's about access to student information. When we talk about "data sharing" under FERPA the term used under the statute in and the regulations is "disclosure of PII from education records."

So I'm going to turn it over to Ellen Campbell now to talk now, to explain some basics of FERPA. Ellen is a long time FPCO employee and has been the acting director of FPCO for two years. She has extensive experience with FERPA.

(Ellen)

Slide 8:

Thank you, Baron.

When we talk about "Disclosure of PII from Education Records under FERPA" – at the SEA level, we really mean re-disclosure of that information, even though we use both terms.

This is because the original disclosure happens at the school or school district level when it discloses personally identifiable information (or "PII") from their students' education records to the SEA under one of the exceptions to FERPA's general consent rule. Typically, the exception in that scenario is the disclosure to authorized representatives of State educational authorities in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs.

Under this exception, the SEA must protect the information and not disclose it in personally identifiable form to anyone other than pertinent SEA officials and their authorized representatives – except that the SEA may re-disclose PII from education records on behalf of the schools that provided the information under certain conditions – and it must destroy the PII when no longer needed.

It's very important that you understand the definition of PII – which works together with the equally important definition of "education records" in determining what information must be protected from disclosure.

PII includes not only direct identifiers – obvious items such as name, address, SSN – but also indirect identifiers that would have the effect of identifying a student. The standard is: "Can a 'reasonable person in the school community' – someone without personal knowledge of the circumstances – identify the student?"

"Education records" are those records that are directly related to a student and maintained by an educational agency or institution or by a party acting for the education agency or institution.

At the elementary/secondary level, a parent has the right under FERPA to provide written consent before PII from education records is disclosed. When the student turns 18 years old or enters college at any age, he or she is considered an “eligible student” and all the rights under FERPA transfer from the parent to the student.

There are several other exceptions that permit schools to disclose PII without consent, such as to organizations conducting studies and disclosures in connection with health or safety emergencies.

An SEA may re-disclose PII it has received from schools “on behalf of” its constituent schools if the disclosure falls under one of the permitted exceptions to consent.

Slide 9:

In the most recent amendments to FERPA, we stated that an SEA may enter into agreements and re-disclose PII “for, or on behalf of” its constituent schools under the “studies” exception in FERPA. Studies under this permitted disclosure must be for the specific purpose listed here and there must be an agreement in place.

While FERPA does not confer legal authority on an SEA to enter into agreements and act as representatives of schools, nothing in FERPA prevents them from doing so. These disclosures can be made notwithstanding the objection of the schools, so long as the SEA has independent authority to have the study conducted, whether expressly stated or implied, and makes the disclosure on behalf of the schools.

There is no “bright line” between what is considered a study and what is considered an “evaluation” under the audit or evaluation exception.

Slide 10:

The key to understanding the audit/evaluation exception is to understand two important new definitions that we’ll talk about in a moment – “authorized representatives” and “education programs.”

In the 2011 regulations, we referred to “FERPA-permitted entities” to mean those authorities and officials listed here. I have been referring to SEA’s because of our audience today, but these principles apply to each of these entities listed on the slide.

Slide 11:

While the studies exception only permits disclosures for certain types of studies (such as “improving instruction”), the audit or evaluation exception does not restrict the type of evaluations that can be done, except that it has to be in connection with an audit or evaluation of a Federal or State supported education program – or to enforce or comply with Federal legal requirements that relate to those programs, such as a State’s responsibilities under the IDEA requirements.

As I mentioned, it’s important to understand the new definition of “education program” and its parameters, which Michael will talk about shortly.

(Baron)

Slide 14:

So that was some of the basics of FERPA, to frame our discussion today. We're going to turn now to Michael Hawes who will tell us a little bit about how the FERPA amendments can affect data sharing. Michael oversees the PTAC contract @ ED. He's a statistician and works on data release issues as well as the PTAC contract.

(Michael)

The Department of Education published the final FERPA regulatory changes on December 2, 2011, and they went into effect on January 3rd of this year.

These regulatory changes addressed numerous issues, including strengthening enforcement and helping to ensure the safety of students. With regards to data sharing, the new regulations expand the requirements for written agreements and enforcement mechanisms to facilitate evaluations that can enhance program effectiveness, facilitate research into what works and doesn't, and increase the accountability of those receiving or accessing the data.

While this presentation is about data sharing under FERPA as a whole, not just on the recent regulatory changes, I do want to take a moment to touch on some of the new regulations that are especially relevant to data sharing.

Slide 15:

In order to increase the accountability of those using PII from education records under FERPA's audit/evaluation exception, the new regulations now require written agreements between the educational authority disclosing the PII and their authorized representative that is receiving the data.

The new regulations also introduce the requirement that the educational authority disclosing the PII must use "reasonable methods" to ensure to the greatest extent practicable that its authorized representative is compliant with FERPA.

The regulations also provide definitions for two key terms that you will hear throughout this presentation: "authorized representative" and "education program."

Before I go into some of the specific details of these changes and definitions, however, I want to point out that privacy and data access both exist on a continuum, and these regulatory changes take a definite middle ground between being excessively permissive, and overly limiting.

Slide 16:

So getting at the specifics of the changes, we should start with defining the terms.

What is an “Authorized Representative”?

Put simply, an authorized representative is the individual or entity that the educational authority has designated as being authorized to conduct an audit or an evaluation of a federally or state supported education program.

Slide 17:

This then leads directly to the definition of the term “education program” which the regulations define as any program which is principally engaged in the provision of education. This is a broad term, and can include:

- Early childhood education
- Elementary and secondary education
- Postsecondary education
- Special education
- Job training
- Career or technical education
- Or adult education

It also includes any other program that is administered by an educational agency or institution.

It is important to note however, that under FERPA’s audit and evaluation exception, PII can only be disclosed to audit or evaluate education programs that are federally or state supported.

Slide 18:

With the new regulations, written agreements are now mandatory when sharing PII without consent under both the studies exception and the audit/evaluation exception.

These written agreements are often called by different names:

- Interagency agreement
- Contract
- Memorandum of understanding
- Data exchange agreement
- Etc.

...but regardless of what you call it, some form of written agreement is required to share data under these exceptions.

When drafting these agreements, we recommend that you consult the document “Guidance for Reasonable Methods and Written Agreements” – available on both the PTAC and FPCO websites – for details on what is required to be included in these agreements, as well as a variety of best practices for you to consider when drafting them.

(Baron)

Slide 20:

Many states want to know what the requirements are for the written agreements under FERPA. The following slides will discuss the MINIMUM requirements under the studies and the audit/evaluation exceptions. Remember that your state privacy or procurement law may require MORE stringent components around data sharing written agreements and you should always consult with your procurement staff and/or attorney's to ensure compliance with state/local laws.

(Michael)

Slide 21:

As I mentioned a moment ago, written agreements are now required for sharing data without consent under both the Studies exception and the Audit/Evaluation exception. While the basic requirements for written agreements under both options are similar, the wording of the specific requirements differs for the two exceptions, so we will look at what is required under each.

Regardless of which exception you are using, however, it is important to know that these written agreements are critical to ensuring that all parties engaged in a data sharing arrangement understand their responsibilities and obligations for ensuring that the information is protected and used appropriately.

So, what is required for written agreements under the studies exception?

The written agreement must clearly describe the specifics of the arrangement, including:

- The purpose of the study (and remember, it must conform to one of the allowable purposes that Ellen mentioned in her discussion earlier)
- The study's scope and duration
- And a description of the data to be disclosed.

The agreement must also require the entity receiving the data to:

- Only use the data for the purpose (or purposes) explicitly specified in the agreement

- Restrict access to the PII to only those individuals with a legitimate reason for access

And to destroy the data upon completion of the study (and specifying a time period for that destruction).

Slide 22:

Under the Audit and Evaluation exception, on the other hand, written agreements must:

- Designate the entity receiving the data as the educational agency's "authorized representative"
- Specify what PII will be disclosed, and for what specific purpose
 - Remember from the definitions I mentioned earlier, that the purpose of a data sharing agreement making use of the audit/evaluation exception must be to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal legal requirements that relate to those programs.
 - Because of this restriction, the written agreement must describe the activity in a way that makes it clear that it falls within the audit/evaluation exception.

Slide 23:

Written agreements under the audit/evaluation must also require the authorized representative to destroy the PII upon completion of the audit or evaluation, and must specify the time period for this destruction.

The agreement must also establish the policies and procedures that will be used to protect the PII from any further disclosure and from unauthorized use.

(Baron)

Slide 24:

Many agencies ask whether a particular approach is "compliant with FERPA". The fact is, even if an approach is "Ferpa compliant" it may not be sufficient to adequately protect your data. It is very important that people understand things can't be LESS compliant than FERPA, but they certainly can be MORE protective than FERPA requires. These are the basic aspects that agencies should minimally consider as part of their written agreements.

Slide 25:

Maintain right to audit: Make sure that you regularly review policies, standards, and use of PII to ensure compliance with terms set forth in the written agreements.

Legal requirements: As stated earlier, FERPA is the bar, your state and local laws and agency policy may require more stringent/specific requirements for protection of PII data.

Plans for handling a data breach: Many states have laws requiring this, regardless, this is a best practice as inadvertent data loss is common.

Review/approve reported results: Ensure that the data being released is accurate and does not inadvertently release PII through inadequate data disclosure avoidance techniques.

Inform the public: Be transparent. Redact any security/protection mechanisms, but let folks know that you do have agreements in place AND, most importantly that you have security procedures and policies in place to ensure data is protected.

Slide 27:

This is the ten-thousand dollar question. Many agencies commented on the “reasonable methods” FERPA section during the Spring of 2011 Notice of Proposed Rule Making. Some agencies wanted a clearly articulated path for how to appropriately protect data. Other agencies thought it could be cost prohibitive and/or technically unfeasible should the Department define in stone on agencies’ behalf “reasonable methods”. Others thought that if defined, reasonable methods would be obsolete due to constantly changing security and technical advances.

(Michael)

Slide 28:

We want to stress that nothing in FERPA compels you to share data – BUT – IF you share data, you are required to use reasonable methods to ensure, to the greatest extent practicable, that the data is properly used and protected by the entity receiving it.

This includes making sure that they are only using the PII for the authorized purposes detailed in the agreement, that they are properly protecting the data from further disclosure and unauthorized use, and that they destroy the data when the approved use has concluded.

(Baron)

Slide 29:

The Department has been working hard to provide states with real world scenarios, AKA case studies, to help navigate the changes to FERPA and the complex world of data sharing and longitudinal data systems. Kathleen will now walk us through some example case studies, starting with High School Feedback Reports.

(Kathleen)

Yes! We agree that FERPA is confusing and we’d love to talk through some examples.

We have developed some of what we’re calling “case studies” at ED because we think this can get a little ethereal – a little confusing. So we’ve tried to use real world examples. We’ll be posting our first

two case studies on the web – hopefully this week – and others in the mix. Today we'll be talking through 3 examples, 3 case studies.

We do anticipate producing more.

Let me stress that these case studies use fictional agencies and they don't address individual circumstances.

As we talk through these case studies, a caveat that this is a FERPA webinar. It's not a webinar on what laws apply to data sharing. When you think about these case studies – and data sharing in general – you need to be sure to consider other Federal, State, or local laws.

Slide 30:

So ... assume with me that we've got a SEA in our fictional State X. The SEA has participated in the State Fiscal Stabilization Fund (SFSF) program. By accepting funds under the SFSF program, the SEA agreed to collect and publish various data, including data on students' success in college (such as whether they enrolled in remedial courses).

Assume also that the SEA has a functioning K-12 State Longitudinal Data System (SLDS). The SEA therefore has data on State X high school graduates. What the SEA needs to do is match those high school graduates to post secondary performance data.

Assume also with me that in State X, all of the post secondary information for students at institutions of higher education (IHEs) is located in a Higher Ed Governing Board. We do realize that not all states are set up this way. The situation for each of you in each state will be different. But for purposes of this example, the SEA has the benefit of having to go to only one source to get data on state colleges and universities.

This will be an ongoing program. The SEA wishes to obtain these data yearly, and house the data in its SLDS so that it can conduct an ongoing evaluation and produce annual individual high school feedback reports.

Slide 31:

We've included a handy dandy diagram here to show how the data might flow. And I want to include a request here. When I attended the SLDS conference in November one of the most helpful things to me was presenters who had slides with diagrams for the data flows. When we're answering questions from PTAC the thing I find myself asking for most often is a data diagram. Please – it really helps us if you can diagram what you're doing or want to do.

1. Starting at the top, you see the SEA and the HEGB enter into a written agreement.
2. This agreement designates the HEGB as the SEA's authorized representative. It does more than that – it specifies the data and describes how it will be used to evaluate the program; require the HEGB destroy the incoming list of identifying information when it is no longer needed for the purpose specified -- and provide a time period for that destruction;

3. The SEA then sends the list of graduates to the IHE System maintained by the HEGB
4. The HEGB then conducts a record match to see which of the graduates are in the HEGB system.
5. The HEBG then sends the SEA performance information about these students -- perhaps enrollment, credits earned, and remedial class performance.

Slide 32:

So next question ... how to accomplish this. In this instance the SEA uses FERPA's audit/evaluation exception. This exception allows the SEA to disclose PII to authorized representatives without consent to evaluate a state- or federally-supported education program.

This exception applies because the SEA is evaluating public high school instruction, which is considered an "education program" under FERPA.

This is a two-way data flow. The SEA has to send identifying info on its graduates to the HEGB and the HEGB has to send back information about those students.

The SEA enters into a written agreement with the HEGB designating the HEGB as its authorized representative, allowing the SEA to send the HEGB PII on its high school graduates. The HEGB matches the SEA's list with its data and identifies students who have enrolled in State X's IHEs. The HEGB then sends the SEA information about those students.

The SEA ensures to the greatest extent practicable, prior to designating the HEGB as its authorized representative, that the HEGB will comply with FERPA and use the SEA's information only for the purposes specified in the written agreement.

The SEA consults the "Guidance for Reasonable Methods and Written Agreements," and selects applicable best practices to safeguard the data. I really want to highlight this document for you, as I think it will answer a lot of your questions on how to engage in data sharing. It's available on the FPCO and PTAC websites. To be clear – you don't need to pick every single method or activity specified in this document. You should select those that make sense.

The SEA then uses the matched data to prepare high school feedback reports. It sends a HS feedback report to each of its LEAs for all high schools.

Why does the HEGB do this? Hopefully the HEGB is interested in supporting the SEA because it recognizes the value of this evaluation for improving student preparation for college. But the HEGB has a legitimate interest in making sure that the SEA handles the confidential data appropriately.

So the HEGB requires that the SEA destroy the PS data when it is no longer needed to evaluate the SEA's programs. Because the SEA will be including this data in the SLDS for use in preparing future feedback reports, the HEGB does not require the immediate destruction of the data. Upon expiration of the agreed-upon data retention period, the HEGB requires the SEA to certify that the data has been destroyed.

Remember I mentioned this is a 2-way data exchange? Well, FERPA actually only requires a written agreement for half of that transaction. As an educational agency the SEA is entitled to receive

information about its students without a written agreement– the same way it’s entitled to receive information about its students from LEAs in the state.

It would not make sense for the HEGB and the SEA to cover only half of the data transfer in the written agreement. And the HEGB is legitimately interested in making sure the SEA handles its data properly. So the HEGB and the SEA use best practices and enter into an agreement with two way obligations. The agreement:

- Designates the HEGB as the SEA’s authorized representative;
- Specifies the data that will be sent – in both directions;
- Specifies how the data will be used – by both parties;
- Requires the destruction of the data when longer needed for the purpose specified, and provides a time period for that destruction;
- Establishes policies to protect the data from further disclosure or unauthorized use.

Slide 33:

Our next scenario deals with a HS program, and it deals with data leaving the SEA.

So let’s go over the assumptions. In this instance in State A, a local community action organization, operates a large Head Start program for its city called XYZ Head Start. You know this is fictional, because when we first wrote the case study we wrote it for “ABC” HS and we were told there is such an entity.

The majority of XYZ Head Start’s funding comes from the U.S. Department of Health and Human Services (HHS); XYZ Head Start does not receive funding from the U.S. Department of Education.

XYZ Head Start wants to evaluate how well it is preparing children for school by obtaining information about its former students’ performance in grades K-3.

Specifically, XYZ Head Start would like to receive data about its students from the SLDS run by the SEA in State A. So XYZ Head Start asks the SEA to share K-3 data with it to conduct this evaluation.

Again, for this case study assume that State A has a functional SLDS that houses the 3rd grade data.

Slide 34:

The first thing that’s important to this analysis is that the Head Start program is an “education program” under FERPA. It is primarily engaged in the provision of education, and early childhood programs can be educational programs under FERPA.

FERPA’s audit and evaluation exception allows the SEA to disclose PII to authorized representatives without consent to evaluate state- or federally-supported education programs. Remember from the prior slide that this program is funded by HHS – note that it doesn’t have to be funded by ED, just receive federal or state funding.

The SEA enters into a written agreement with XYZ Head Start that designates XYZ Head Start as its authorized representative to evaluate XYZ Head Start's federally-supported education program. This agreement:

- Designates XYZ Head Start as the SEA's authorized representative;
- Specifies the PII to be disclosed;
- Specifies that the PII is being shared to allow XYZ Head Start to evaluate the Head Start program and describes how it will be used to evaluate the Head Start program;
- Requires that XYZ Head Start destroy the incoming PII when it is no longer needed for the purpose specified, and provides a time period for that destruction; and
- Establishes policies to protect the PII from further disclosure or unauthorized use, including specifying that XYZ Head Start may not re-disclose the PII.

Again, I'm going to plug the Guidance document. The SEA, aware of its responsibility to use reasonable methods to make sure, to the greatest extent practicable, that XYZ Head Start uses the information only to carry out the specified evaluation, follows best practices identified in the "Guidance for Reasonable Methods and Written Agreements."

The SEA selects applicable provisions from the Guidance document. In this instance the SEA requires quarterly updates from XYZ Head Start on its progress on its study plan, reviews the organization's final report and conclusions, and requires written confirmation from the Director of XYZ Head Start after the evaluation is concluded certifying that the data received from the SEA have been destroyed.

The SEA records the disclosure of education records to XYZ Head Start and identifies the students whose records were disclosed and that the reason for the disclosure was to permit XYZ Head Start to evaluate its early childhood education program.

XYZ Head Start, aware that it is receiving electronic information that is FERPA-protected, chooses to adopt many of the best practices identified in "Data Security: Top Threats to Data Protection."

As a further best practice, the organization also establishes mandatory data security training for its employees, as recommended in "Data Security and Management Training: Best Practice Considerations."

Slide 35:

Our next slide is intended to illustrate enforcement under the new regulations. We received a lot of comments in response to the NPRM about the 5 year ban and we wanted to include an example that showed how the ban might work in practice.

This case study deals with an SEA that has decided to share data with outside researchers. The SEA is able to share data with outside researchers under FERPA's audit and evaluation exception. The agreement allows the research organization to use the SEA's data to compare the effectiveness of several different state-supported college preparation programs used in different LEAs. For the sake of illustration, let's assume that the research organization is comparing the effectiveness of Advanced Placement (AP) curriculum to the International Baccalaureate (IB) curriculum – which program better prepares students for success in college.

The SEA does what it's supposed to do -- it takes steps to ensure that the research organization uses the data appropriately. It selects appropriate methods from "Guidance for Reasonable Methods and Written Agreements."

The research organization uses the data and produces a report that makes important conclusions about State X's AP and IB programs. The SEA, pursuant to its agreement with the research organization, reviews and approves the tables in the report prior to publication to verify that the cell sizes are sufficiently large so that the tables do not reveal information about individual students.

Everything is golden and everyone is happy.

But then ... some months after the publication of the final report, the SEA discovers that the research organization has breached the terms of the written agreement and shared the confidential data with another researcher. The SEA discovers this because another researcher contacted the SEA to ask questions about the data. We've heard of just this scenario happening before.

There is no requirement in FERPA in the law or in the regs to notify FPCO in an instance like this. But we consider it a best practice to do so, to be transparent. And the SEA notifies FPCO.

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Slide 37:

As many of you know, the Fordham Center on Law and Information Policy and released a study in 2009 on children's education records and privacy. This study was highly critical of SLD and privacy. And one of the criticisms was that states were not transparent with what they were doing with data. We agree that transparency is key. Yes, FERPA has statutory provisions that allow data to be shared without consent. This does not mean that data sharing should be hidden. To the contrary, we think parents ought to be able to find out what is happening with their children's data. The Department encourages states to post data sharing agreements on their websites. We encourage you to generally post information about how data is being used. The exceptions to FERPA allow data sharing for audits, for evaluations, and for studies. So publish results! If you're doing good work that showing important information, don't hide it. Publish!

I'm wondering if we want an ED person to handle this slide and if so if we need to move it. What do you all think?

Slide 38:

So we've talked about the legal requirements and best practices for data sharing, and we've talked through some examples. But this will not answer all your questions. Your most important take away today may be references to additional resources.

Slide 43:

- As many of you know, the Fordham Center on Law and Information Policy and released a study in 2009 on children's education records and privacy. This study was highly critical of SLDS and privacy.
- And one of the criticisms was that states were not transparent with what they were doing with data. We agree that transparency is key. Yes, FERPA allows SEAs to share data without consent. This does not mean that data sharing should be hidden. To the contrary, we think parents ought to be able to find out what is happening with their children's data.
- The Department encourages states to post data sharing agreements on their websites. We encourage you to generally post information about how data is being used.
- The exceptions to FERPA allow data sharing for audits, for evaluations, and for studies. So publish results! If you're doing good work that showing important information, don't hide it. Publish!

Answers to questions –

1. We've gotten this question several times and we'd like to help. We are preparing a template agreement, but I anticipate it will be more in the format of a checklist than a true template. We're not in a position to review individual agreements, not just because of staffing issues, but because too our lawyers represent ED, not you all. Additionally, we're not going to be up on the state laws that affect individual agreements. But we do want to be helpful and are going to

prepare a template. Until then I want to flog even harder the document “Guidance for Reasonable Methods and Written Agreements.” There are suggested contract terms in this document that may be helpful. Again – you’re not going to need every suggested provision in every agreement. You really need to look to what’s going to fit the situation.

2. FERPA makes no distinctions based on State lines. An SEA could designate an entity in a different State as an authorized representative for the purpose of conducting an audit or evaluation of the Federal- or state supported education programs in either State.
3. You are quite right! SEAs will want to obtain the most complete information possible. In some states the vast majority of HS graduates will attend an in-state public college. In other states, this will be a fairly small percent of students. The process is the same, however. The SEA would enter into a written agreement with the private college. The fact that FERPA permits this data sharing, however, doesn’t always mean that the private college will want to share data with you. Private institutions often don’t have the same incentives for data sharing as public institutions do. My experience has been that data sharing works best when the benefits flow to both sides of the equation. If your private colleges don’t want to share data with you, that’s not a problem that FERPA can fix for you.

(Baron)

Slide 46:

This is our 2nd Webinar and we’re still learning. We anticipate doing more of these and we’d like to learn from the experience. If you could please rate how we did, that would help us. And again, if you have specific suggestions for how to make these presentations more helpful, please pass those on.

Slide 47:

Thank you for attending today’s webinar. As stated earlier, please send your questions in for consideration for future trainings and briefs.