



UTAH STATE BOARD OF EDUCATION

David L. Crandall, Chair David L. Thomas, First Vice Chair
Jennifer A. Johnson, Second Vice Chair

Dixie L. Allen	Brittney Cummins	Jefferson Moss
Laura Belnap	Linda B. Hansen	Spencer F. Stokes
Leslie B. Castle	Mark Huntsman	Terryl Warner
Barbara W. Corry	Stan Lockhart	Joel Wright

Sydnee Dickson, State Superintendent of Public Instruction
Lorraine Austin, Board Secretary

MEMORANDUM

TO: Members, Utah State Board of Education

FROM: Ben Rasmussen, Director
Law and Professional Practices

DATE: October 6-7, 2016

ACTION: Proposed Amendment to NASDTEC Bylaws

Background: NASDTEC, the National Association of State Directors of Teacher Education and Certification, maintains a nationwide database with information on licensed educators who have been subject to licensing discipline. NASDTEC has proposed an amendment to its bylaws that would expand access to its Clearinghouse to LEAS, both public and private, as well as national certification organizations, such as NBPTS and NASP. NASDTEC has asked that each jurisdiction sign an acknowledgment ratifying the proposed bylaws change.

Board Strategic Plan:

- Oversight

Anticipated Action:

It is anticipated that the Law and Licensing Committee will consider recommending that the Board authorize the execution of NASDTEC's proposed acknowledgment.

Contact: Ben Rasmussen, 801-538-7835P
Travis Rawlings, 801-538-7601

MEMBER JURISDICTION ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF PARTICIPATION IN THE NASDTEC EDUCATOR IDENTIFICATION CLEARINGHOUSE

WHEREAS, the National Association of State Directors of Teacher Education and Certification (NASDTEC) and its Member Jurisdictions share the belief that all students are entitled to have educators who are held to high ethical and professional standards; and

WHEREAS, NASDTEC and its Member Jurisdictions recognize that in an increasingly mobile society, more educators are both pursuing certification/licensure in more than one state and seeking employment opportunities across state boundaries; and

WHEREAS, NASDTEC and its Member Jurisdictions acknowledge that increased mobility presents additional challenges to ensuring the fitness of all educators; and

WHEREAS, NASDTEC's Educator Identification Clearinghouse (Clearinghouse) provides a cooperative mechanism for the exchange of names of educators upon whose certification/licensure have been adversely acted upon; and

WHEREAS, NASDTEC and its Member Jurisdictions recognize that participation in the Clearinghouse allows for the facilitation of educator mobility while providing an invaluable tool to alert Member Jurisdictions, authorized local educational agencies (LEA) and National Education Certification Organizations that an educator certificated/licensed or seeking to be certificated/licensed in their jurisdiction or seeking employment in an LEA or national certification may have been the subject of public discipline in another jurisdiction; and

WHEREAS, Member Jurisdictions that wish to exercise their right to participate in the Clearinghouse under the NASDTEC Constitution and Bylaws assent to the terms and conditions delineated below and in the NASDTEC Clearinghouse Handbook by signature to this Acknowledgement.

Terms and Conditions:

The Clearinghouse Handbook is a detailed guide to effective and full participation in the Clearinghouse. It sets forth the obligations and rights of Member Jurisdictions that elect to participate in the Clearinghouse. The terms and conditions set forth below reiterate some, but not all, of the terms and conditions found in the Handbook. This Acknowledgement incorporates by reference all definitions, protocols and terms and conditions set forth in the Clearinghouse Handbook.

1. Member Jurisdiction Sovereignty

Participation in the Clearinghouse is not intended to alter, amend or regulate individual Member Jurisdiction's laws or regulations governing the certification, licensure and/or discipline of educators.

2. Intended Use of Clearinghouse Records

Each Member Jurisdiction understands that the information submitted to the Clearinghouse concerning any individual is intended only to serve as an *alert* to other jurisdictions, authorized LEAs and National Education Certification Organizations and that no action should be taken solely on the existence of a record in the Clearinghouse.

3. LEA and National Education Certification Organizations Access to Clearinghouse

NASDTEC may enter into a license agreement for limited access to the Clearinghouse with LEAs legally constituted within a Member Jurisdiction of NASDTEC for either administrative control or direction of, or to perform a service function for, public or private elementary or secondary schools and with National Education Certification Organizations, which are recognized by Member Jurisdictions as a bona fide certification granting organization either in a specific content area or based on national standards. LEAs' and National Education Certification Organizations' access to personal identifiable information will be limited to the last four digits of the CERT_ID and only the year of the date of birth. Authorized LEAs and National Education Certification Organizations will be subject to the same terms and conditions related to intended use of Clearinghouse records, Clearinghouse operations and training, Clearinghouse access and security and release of Clearinghouse records set forth in this Acknowledgement as well as other terms and conditions outlined in the Clearinghouse Handbook and the License Agreement.

4. Clearinghouse Operations and Training

- a. Each Member Jurisdiction shall designate a person who shall be responsible for Clearinghouse operations within the jurisdiction and shall serve as the Clearinghouse point of contact.
- b. Each Member Jurisdiction shall designate a person, if different from the individual identified in subsection 4(a), who shall serve as the jurisdictional contact for inquiries from other Member Jurisdictions or Authorized Entities with Clearinghouse Access.
- c. Each Member Jurisdiction shall notify NASDTEC promptly when there is a change in the Clearinghouse designee(s).

- d. Each Member Jurisdiction shall ensure that the Clearinghouse designee and all other pertinent personnel who have access to the Clearinghouse shall have read the Clearinghouse Manual and participated in any Clearinghouse training provided by NASDTEC.
5. Clearinghouse Access and Security
 - a. Each Member Jurisdiction shall identify the individual(s) within the jurisdiction that shall have data entry access or read only access;
 - b. Each individual with access to the Clearinghouse shall be issued a unique password by NASDTEC and shall agree not to entrust the password to any other individual.
 - c. The Member Jurisdiction shall notify NASDTEC promptly when personnel with access to the Clearinghouse changes so that inactive access can be removed.
 6. Timely Submission of Records
 - a. Each Member Jurisdiction agrees to enter into the Clearinghouse the names of any individual whose certificates, licenses or similar credentials authorizing them to engage in providing educational services to students have been revoked, suspended, surrendered or otherwise adversely acted upon including public reprovations or reprimands and denials for cause.
 - b. Each Member Jurisdiction agrees to use best efforts to enter the names of the individuals identified in subsection 6(a) above within 30 days of the effective date of the adverse action.
 - c. Each Member Jurisdiction agrees that the information provided to the Clearinghouse reflects final and public adverse actions in accordance with the laws and regulations of the submitting jurisdiction.
 7. Editing and Deletion of Records
 - a. All Member Jurisdictions shall have editing privileges to correct typographical or incorrect entries.
 - b. Records shall be deleted only when it has been determined that they were submitted in error or where the final order has been reversed or otherwise invalidated or is no longer considered public in the submitting jurisdiction.
 - c. All requests for deletion of an entire record shall be submitted to NASDTEC.
 8. Response to Inquiries from Member Jurisdictions or Authorized LEAs or National Education Certification Organizations with Clearinghouse Access

All Member Jurisdictions agree to respond promptly to inquiries from other Member Jurisdictions and other authorized LEAs or

National Education Certification Organizations and to provide all relevant documents in accordance with its respective laws and regulations.

9. Release of Clearinghouse Records to Third-Parties

In the event that the laws and regulations of a Member Jurisdiction mandate release of Clearinghouse data that has been submitted by another jurisdiction, the Member Jurisdiction agrees to redact prior to release all CERT_IDs and date of birth data except year of birth.

10. Best Practices for Cross-Referencing Alerts

- a. The purpose of cross-referencing the educator records in the Clearinghouse against a respective Member Jurisdiction's records is two-fold: (i) a check for adverse actions against an individual who is applying for certification/licensure within a jurisdiction and (ii) a notification of adverse action against current certificate/license holders within the jurisdiction.
- b. The recommended protocol is that each Member Jurisdiction: (i) download the discrete monthly NASDTEC file on a date certain each month to be run against the jurisdiction's current certificate/license holder; (ii) amass all downloads in a table reflecting the total NASDTEC database, against which all applicants for certification/licensure can be cross-referenced.
- c. NASDTEC also recommends that the match be made on both a perfect match (CERT_ID and DOB) where possible as well as a near match (i.e. CERT_ID or DOB and Name).

11. Data Validation

- a. Each Member Jurisdiction shall conduct an annual review to confirm the validity of the records submitted to the Clearinghouse.
- b. The accuracy of information submitted to the Clearinghouse is the responsibility of the reporting member jurisdiction and NASDTEC does not represent or warrant that the information contained in the Clearinghouse is free from inaccuracies or omissions.

By signing this Acknowledgement as the voting representative of the Member Jurisdiction, I acknowledge that I have read and understood the afore-mentioned terms and conditions as well as the terms and conditions detailed in the Clearinghouse Handbook. I also understand that failure to abide by these terms and conditions may limit or impact the participation of the Member Jurisdiction in the Clearinghouse.

1. NASDTEC Official Point of Contact Acknowledgement:

State or Province: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

2. Person to serve as Clearinghouse NASDTEC Point of Contact:

Print Name: _____

Title: _____

Email Address: _____

Phone: _____

3. Person to respond to Clearinghouse inquiries from other jurisdictions:

Print Name: _____

Title: _____

Email Address: _____

Phone: _____

Please retain original for your records and email fully executed copy to philrogers@nasdtec.com.