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JAN 17 2017

Office of the Provost/VPAA



REQUEST FOR VICE PRESIDENT, ADMIN. SERVICES' SIGNATURE

TO: Gina Doeble, Vice President, Administrative Services

Brief Description of Services: To provide the School of Education with the required test scores for both admission and graduation for teacher certification as outlined by the FDOE.

Department Initiating Contract: School of Education

Consultant/Vendor/Other Info:

Company Name: Florida Department of Education, Bureau of Educator Recruitment, Development and Retention

Contact Person: Title: Dr. Suleyman Olgar, Ph.D., FCCM, Psychometrics, Administration, Scoring & Reporting Supervisor, Office of Assessment, Postsecondary

Phone #: 1-800-445-6739

E-mail: Suleyman.Olgar@fldoe.org


Has FSW entered into a similar contract with this company before? Yes No Unknown

Is this a renewal of an existing contract? Yes No N/A

Has your budget administrator approved this contract? Yes No N/A

Terms of Contract: Date Begins: immediately End Date: indefinite

I or my designee, for whom I am responsible have read the attached Agreement (including all attachments and exhibits) and certify that the contract is an accurate and complete representation of the business/program terms between the parties, that the price terms and the expenditures required by this contract have been examined and that during the initial year of the contract the expenditures required by this contract are within existing Departmental budget. If you are submitting this form electronically, please type your name in the signature field.



Larry Miller, Ph.D.
Dean, School of Education & Charter
Schools

Date 1/17/17

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JAN 25 2017

VP ADMINISTRATIVE SERVICES

Jeff Stewart


Jeffrey Stewart, Ph.D.
Provost and Vice President of
Academic Affairs

1/18/17

Date

Internal Use Only

Approved by General Counsel.



**Florida Teacher Certification Examinations (FTCE)
Florida Educator Leadership Examinations (FELE)
INSTITUTION CONFIDENTIALITY AGREEMENT**

Pursuant to the direction of the Florida Department of Education (FDOE), provided that this agreement is duly executed, certain information will be provided to the undersigned institution by the contractor for the Florida Teacher Certification Examinations (FTCE) and Florida Educator Leadership Examinations (FELE). This information includes individual and summary data as well as other reports containing information of a personal and confidential nature pertaining to individuals who took the FTCE and FELE.

The FTCE and FELE Reports are designed exclusively to assist higher education institutions in evaluating the effectiveness of their own educator preparation programs and in providing feedback and assistance to individual FTCE/FELE examinees affiliated with the institution. The FTCE and FELE Reports may include information pertaining to those examinees who authorized the institution to receive such information during the registration process, as well as to other FTCE/FELE examinees associated with the institution, whose information will be supplied to the institution upon receipt by the contractor of a completed request document including all required information (including social security number). The FTCE and FELE Reports shall not be used for any other purpose. Because of the proprietary, personal and confidential nature of the information contained in the reports, this information must be kept in secure storage, whether in locked file drawers or on computer systems that have been made secure from unauthorized access. Unless otherwise required by law, it shall not be disclosed to anyone within the undersigned institution who does not need access to the information for use in pursuance of the purposes set forth above. Unless otherwise required by law, proprietary, personal and confidential information shall not be disclosed to anyone outside the institution, without exception. State and/or the institution's disclosure policies shall be consulted to determine who is authorized to receive other non-personal data or information.

The undersigned institution acknowledges its obligation and agrees to maintain the confidentiality of any personally identifiable educational records disclosed hereunder in accordance with federal and state student confidentiality laws, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99; and section 1002.225, Florida Statutes. The disclosure of personally identifiable educational records hereunder is authorized under one or more of the following provisions:

- (1) The undersigned institution is a local educational authority authorized to receive such disclosures for the purpose of evaluating a state educational program, in accordance with 34 C.F.R. § 99.31(a)(3).
- (2) The undersigned institution is hereby designated the authorized representative of the Florida Department of Education for the limited purpose of evaluating a state education program, in accordance with 34 C.F.R. § 99.31(a)(3).
- (3) The undersigned institution is hereby authorized by the Florida Department of Education to conduct studies pertaining to its effectiveness for the purpose of improving instruction, in accordance with 34 C.F.R. § 99.31(a)(6).


The institution understands and agrees that a breach by the institution of any of the terms and conditions set forth in this agreement may result in irreparable direct and indirect injury to the FTCE and FELE programs, the testing contractor, the Florida Department of Education and the individuals whose personal and confidential information is contained in the FTCE and FELE Reports. Unless otherwise required by law, this information is to be kept confidential for a period of ten (10) years from the date that such materials are received by the undersigned institution or as long as the information is not otherwise disclosed to the general public. At the end of the ten (10) year period, the undersigned institution shall destroy the information in a secure manner or continue to keep confidential any information that has not otherwise been disclosed to the general public. Institutions may also be subject to periodic independent audits to ensure compliance with all terms and conditions contained within this agreement.

FTCE/ FELE INSTITUTION CONFIDENTIALITY AGREEMENT

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In exchange for being provided with the FTCE and FELE Reports, and to the extent permitted by law and strictly subject to the monetary limitations established by Florida Statutes 768.28, the undersigned institution hereby covenants and agrees to discharge, release and hold harmless FDOE and its FTCE/FELE contractor from direct losses suffered by the State of Florida, FDOE or FTCE/FELE arising out of the release of personal and confidential information contained in the reports in violation of this agreement. Provided however, this obligation shall only apply to the extent that such losses arise out of the intentional wrongful act acts or omissions of any officer or employee of the Institution while acting within the scope of the official's or employee's office or employment.

Neither FDOE nor the undersigned waives sovereign immunity, except to the extent provided by law. Nothing in this Agreement may be construed as consent of the FDOE to be sued by the undersigned in any matter arising out of this Agreement. This section shall survive the termination of this Agreement.

By: 
Authorized Signature


Name: Dr. Gina Doeble, CPA, EdD

Title: as its VP, Administrative Services

Institution: District Board of Trustees, Florida SouthWestern State College

Date: 1.25.2017

APPROVED AS TO FORM:

BY: 
Office of General Counsel