



MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tahuhu o te Matauranga*

And

Teaching Council

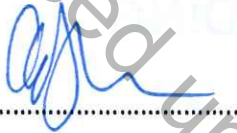
For the Purpose of

Supporting research to inform the Ministry of Education's Workforce Strategy and
Action Plan

Released under the Official Information Act 1982

Signatories

Signed for and on behalf of Ministry of Education / *Te Tahuhu o te Matauranga*



Date: 19 / 11 / 19

Dr Craig Jones
Deputy Secretary Evidence Data and Knowledge

Signed for and on behalf of Teaching Council of Aotearoa New Zealand



Date: 15 / 11 / 19

Lesley Hoskin
Acting Chief Executive

Released under the Official Information Act 1982

Parties

1. The Secretary for Education (the Ministry)

AND

2. The Chief Executive of Teaching Council

Background

3. The education workforce currently exceeds 100,000 people working in a variety of educational settings. The education workforce includes over 2,500 schools and 5,000 licenced and certificated Early Childhood services, Kohanga Reo and Independent Training Entities.
4. In May 2018 the Government agreed on the scope and approach for developing a comprehensive Education Workforce Strategy in partnership with the Education Sector. The scope encompassed early learning, primary, and secondary education learning support, administrative and executive functions for both Maori and English education.
5. The strategy will define the unique role of the teacher and the support and other roles, including technology and support systems likely to be required out to the year 2032. An action plan will map out the career paths needed for the education workforce of the future.
6. To support the development of the strategy and the action plan, the Ministry requires information from the education sector to undertake research about the education workforce.
7. The Teaching Council collects and holds information about registered teachers both within schools/kura and early learning settings which, through its research, will enable the Ministry to create a more informed view of the education workforce to support the Education Workforce Strategy and Action Plan.

Purpose

8. The purpose of this Memorandum is to:
 - 8.1. set out the principles that the Parties are to take into account when sharing information with one another;
 - 8.2. acknowledge and apply the statutory context in which the information sharing will occur;
 - 8.3. record the Parties agreement of their understanding of what information will be shared, the justifications for the information sharing, and how that information will be used by the Parties;
 - 8.4. detail the process for reviewing and reporting on the information shared under this Memorandum
9. The purpose of the **information sharing** under this Memorandum is to:
 - 9.1 Support research to inform the Ministry's Workforce Strategy and Action Plan.

10. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993 and does **not** authorise any breach of the Information Privacy Principles in that Act.

Effect of this Memorandum

11. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.
12. Where there are changes to Government policy which affects the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agree to review as required any aspects of this Memorandum.
13. Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

Term of this Memorandum

14. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 18.

Review of this Memorandum

15. A Party may request a review of this Memorandum at any time.
16. The Parties agree to review this Memorandum on an annual basis.

Variations to this Memorandum

17. This Memorandum may only be varied with the agreement of both Parties, and any such variation shall be set out in writing and signed by both Parties

Termination of this Memorandum

18. This Memorandum may be terminated at any time by notification in writing by either Party.

Costs

19. Each Party will bear their own costs in relation to this Memorandum.

Legal Authority and Application of the Privacy Act 1993

20. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act.
21. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 9.1 comply with the Privacy Act.

22. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is Privacy Principle 10(f) and 11(h) which provides that an agency may disclose/use personal information if it believes on reasonable grounds that the information "is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned".
23. The Parties agree that the information matching provisions under Part 10 of the Privacy Act do not apply to matching undertaken under this Memorandum.

Information to be shared

24. The information to be shared under this Memorandum is detailed in Schedule One.
25. Both Parties agree that additional information may be requested from Teaching Council on an ad hoc basis where it is identified as being required to further support research to inform the Ministry's Workforce Strategy and Action Plan.
26. Ad hoc requests will be made by the Ministry Relationship Manager to the Teaching Council Relationship Manager.
27. Any new data variables provided under this Memoranda as a result of an ad hoc request will be added to Schedule One.

Use of the Information

28. Both Parties agree that the information shared under this Memorandum will only be used for the purpose outlined in clause 9.1.
29. The Ministry will undertake a match of the data supplied by the Teaching Council using the MOE number (if supplied), name, date of birth and gender. The Ministry will match the Teaching Council data against the Ministry's teacher payroll data.
30. Both Parties agree that no individuals will be identifiable in the research outputs created by the Ministry.
31. Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Privacy Act and the Ombudsman Act 1982.

Method and Frequency of Information Sharing

32. The information to be shared under this Memorandum will be supplied by way of a Shared File Transfer Protocol (SFTP). Where SFTP is not available then the Parties agree that an encrypted Iron Key will be used.
33. The encrypted information shared will be carried out in accordance with the standards set by the Government Chief Information Officer.
34. The information to be shared under this Memorandum will be made available by the Council upon receipt of a request by the Ministry.
35. The Parties agree that information requested will be made available within 20 working days.

36. The method for extracting information from Council databases and systems will be agreed between the parties from time to time.
37. The Ministry will provide to the Council a resource to assist with the initial set up of the data extraction. The Ministry will also provide assistance to the Council when changes to the extraction method are required.
38. To support the Ministry in fulfilling clause 37, the Council will ensure that the appropriate resources, and access to the Councils business systems, are made available.

Security of the Information

39. Information shared under this Memorandum includes personal and/or personally identifiable information.
40. Each Party will ensure its employees and contractors handling any information for the purposes of any information sharing under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to each Party.
41. The Parties will ensure that:
- 41.1. All information is protected from unauthorised access, use and disclosure
 - 41.2. All information is stored on the Parties own securely managed computer systems with password and firewall protection with access allowed only to employees doing work directly related to this Memorandum
 - 41.3. All Ministry and Teaching Council employees dealing with the information shared under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum
 - 41.4. Where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

Breaches of Security or Confidentiality

42. The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information shared under this Memorandum.
43. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information shared under this Memorandum.
44. If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.
45. Where an investigation is commenced under this clause, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.

46. If there has been a breach of security or confidentiality of any information shared, each Party must take all reasonable steps to minimise or mitigate the breach and to prevent any future such breaches
47. If there has been a breach of security or confidentiality, either Party may suspend the sharing of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

Destruction and Retention of Information

48. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005, and the Privacy Act 1993.
49. The Parties agree that any information provided under this Memorandum will be securely deleted when it is no longer required for research purposes.

Disputes Resolution

50. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the relevant Primary Contacts will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
51. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Manager, who will be asked to make judgements necessary to resolve the issue. If resolution is still not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.
52. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

Third Party Contracting

53. Any third party contracted to carry out any work in relation to this Memorandum that may involve access to, or use information received under this Memorandum, will be subject to all obligations set out in this Memorandum, which will be reflected in any associated Contract for Services with the third party

External Communications

54. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act)
55. In the event that either Party receives a complaint or request under the Privacy Act, Official Information Act, in relation to information shared, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.

56. In the event that either Party receives a request from the media in relation to this Memorandum or any information shared, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

Relationship Management and Oversight

57. To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager.

58. The Relationship Manager will have oversight of the operation of this Memorandum, and be the first point of contact for each Party with regards to the operation of this Memorandum.

59. Each party will also nominate contact people (research and technical contacts) to support the operation of this Memorandum.

60. Schedule Two records the Relationship Managers and contacts for each Party.

Released under the Official Information Act 1982

Schedule One – Data Variable List

The Parties have agreed that the following data variables are necessary to support the Ministry's research and will be supplied under this MOU.

Field	Table	TC Field Name	MOE Table	TC Database
Registration Number	Individual.tbl	IndividualID	Identifying Information	ECR
Name	Individual.tbl	FirstName, Surname	Identifying Information	ECR
Date of Birth	Individual.tbl	BirthDate	Identifying Information	ECR
Gender	Individual.tbl	Gender	Identifying Information	ECR
MOE Number	?	?	Identifying Information	ECR
Registration / Certification Status	AuthorisationType.tbl	AuthorisationTypeName	Registration History	ECR
Date of Registration / Certification	Authorisation.tbl	AuthorisationEffectiveDate	Registration History	ECR
Expiry Date of Registration / Certification	Authorisation.tbl	AuthorisationExpiryDate	Registration History	ECR
Sector Intended to Work	Sector.tbl	SectorName	Registration History	ECR
Application Date	Application.tbl	ReceivedDate	Teaching Experience	ECR
Learning Centre Name	ExperienceInstitution.tbl	InstitutionName	Teaching Experience	ECR
Learning Centre Number	ExperienceInstitution.tbl	InstitutionCode	Teaching Experience	ECR
Start Date	ApplicationExperienceInstitution.tbl	FromYear/FromMonth	Teaching Experience	ECR
End Date	ApplicationExperienceInstitution.tbl	ToYear/ToMonth	Teaching Experience	ECR
PositionID	Position.tbl	PositionID	Teaching Experience	ECR
PositionTypeID	Position	PositionTypeID	Teaching Experience	ECR
Position Name	Position.tbl	Position Name	Teaching Experience	ECR
FullTime	PositionType.tbl	FullTime	Teaching Experience	ECR
PositionPeriod	ApplicationExperienceInstitution.tbl	PositionPeriod	Teaching Experience	ECR
Qualification Type	QualificationType.tbl	QualificationTypeName	Education	ECR
Name of Qualification	Qualification.tbl	QualificationDescription	Education	ECR
Institution Number where qual obtained	QualificationInstitution.tbl	QualificationInstitutionID	Education	ECR
Institution Name where qual obtained	probably QualificationInstitution.tbl	QualificationInstitutionDescription	Education	ECR
Location (of Institution)	QualificationInstitution.tbl	Location	Education	ECR
Length of Course	IndividualQualification.tbl	Lengthofcourse	Education	ECR
Year Completed	IndividualQualification.tbl	YearCompleted	Education	ECR

Field	Table	TC Field Name	MOE Table	TC Database
Month Completed	IndividualQualification.tbl	MonthCompleted	Education	ECR
Have taught overseas (12+ months)	Application.tbl	OverseasPoliceClearanceStatusID	Time Spent Outside NZ	ECR
	OverseasPoliceClearanceStatus.tbl	AsListed	Time Spent Outside NZ	ECR
Country been in	ApplicationOverseasPoliceClearance.tbl	Country	Time Spent Outside NZ	ECR
Date Arrived	ApplicationOverseasPoliceClearance.tbl	FromYear/FromMonth	Time Spent Outside NZ	ECR
Date Left	ApplicationOverseasPoliceClearance.tbl	ToYear/ToMonth	Time Spent Outside NZ	ECR
Language Competency	LanguageProficiency.tbl	LanguageProficiencyName	Overseas Qualified Teacher	ECR
Eligible to practice in Australia	Application.tbl	HasAustralianRegistration	Overseas Qualified Teacher	ECR

Data Assumptions

Some data variables may be not be populated, or inconsistently populated, where the data variable is teacher supplied and is not a variable required for renewal of Practising Certificates.

Originally the Ministry requested information about the Teacher Education Refresh (TER) programme. As these fields are a subset of the Qualifications table, they will come across within this Table, so there is no requirement to specifically request these fields.

Schedule Two – Relationship Managers and Contacts

Ministry of Education

Relationship Manager

Sharon Bradley

Project Manager

Sharon.Bradley@education.govt.nz

Research Contact

Cheryl Remington

Chief Analyst

Cheryl.remington@education.govt.nz

Technical Contact

Hans Van Velzen

Principal Data Warehousing Developer

Hans.vanvelzen@education.govt.nz

Teaching Council

Relationship Manager

Shelley Hancock

Chief Operating Officer

Shelley.hancock@teachingcouncil.nz

Research Contact

Jo Scott

Senior Policy Analyst

Jo.scott@teachingcouncil.nz

Technical Contact

Tala Tuala

Data and Reporting Analyst

Tala.tuala@teachingcouncil.nz

Released under the Official Information Act 1982