

## MEMORANDUM OF AGREEMENT FOR P20 WIN DATA REQUEST

This agreement is made between the agencies whose data is included in Approved P20 WIN Data Request Number P20W 1511 3 0008, hereafter known as the 'Participating Agencies', and the data requestor approved by the Participating Agencies, hereafter known as "Approved Requestor", as documented in the accompanying Data Request Document which is hereby incorporated by reference as a part of this Agreement. Information provided within the approved Data Request Document and this Data Request Confidentiality and Use Agreement fulfills the mandatory provisions for written agreements according to the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and also complies with Unemployment Compensation (UC) considerations under state (CGS § 31-254) and federal (20 CFR 603) law for P20 WIN Data Request Number P20W 1511 3 0008.

**WHEREAS**, the Board of Regents for Higher Education (BOR) is the administrative and governing body for the Connecticut Community Colleges, Connecticut State Universities, and Charter Oak State College, it collects and maintains education records of students enrolled in these public higher education institutions within the State of Connecticut; and

**WHEREAS** the Connecticut Independent College and University Institute for Research and Public Service, Inc. (cicu-IRPS) is the 501(c)(3) non-profit research affiliate of the Connecticut Conference of Independent Colleges (CCIC), a voluntary, not-for-profit membership organization which represents and serves the interests of the sixteen accredited nonprofit independent colleges and universities in Connecticut. Cicu-IRPS warrants that it is authorized to collect certain information from student educational records from Connecticut's nonprofit independent colleges and universities consistent with applicable state and federal laws, including the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g(b) and 34 CFR Part 99 (collectively, "FERPA").

**WHEREAS**, the State Department of Education (SDE) is the state education authority as defined by FERPA, and it collects and maintains education records of students enrolled in the public school system in the State of Connecticut; and

**WHEREAS**, The Connecticut Department of Labor (DOL) is the state agency responsible for managing Unemployment Insurance data including wage and employment records that is important for evaluating the effectiveness of education programs; and

**WHEREAS**, the purpose of this agreement is to enable the audit and evaluation of both K-12 and postsecondary education programs and to assess the degree to which education programs are preparing students for post-secondary education and the workforce, education record data from SDE's and BOR's data systems must be linked at the unit record level to data provided by other state agencies to determine patterns over time; and

**WHEREAS**, DOL has access to data matching software which can be utilized to match and link longitudinal data to conduct necessary audits and evaluations of federal and state programs; and

**WHEREAS**, 34 Code of Federal Regulations Section 99.31(a)(3) and 99.35(a)(2), as amended effective January 3, 2012, provides that the disclosure of personally identifiable information ("PII") to an authorized representative pursuant to the "Audit or Evaluation Exception" is permissible without prior consent if the disclosure is for the purpose of carrying out an audit or evaluation of Federal- or State-supported education

programs or for the enforcement of or compliance with federal legal requirements related to these programs;  
and

**WHEREAS**, the purpose of disclosing PII according to this agreement is to support the audit and evaluation of education programs including the degree to which education programs are preparing students for postsecondary education and for success in the workforce and to assess the efficacy of state and federally funded higher education grant programs; and

**WHEREAS**, the regulations further require the state or local educational authority to execute a written agreement to designate the authorized representative and specify the requisite details regarding the purpose and uses of the PII; and

**WHEREAS**, the Approved Requestor has agreed to the confidentiality and security provisions in the accompanying Data Request Document;

**NOW THEREFORE**, the parties hereby agree as follows:

**I. Authorized Representative:** The Participating Agencies designate the Approved Requestor as the "authorized representative" pursuant to FERPA for the purposes of meeting the reporting requirements of federal and state laws.

**II. Definitions and Key Terms:**

- A. The following definitions shall be the same as provided in FERPA and the regulations promulgated thereunder, as amended from time to time **Authorized Representative, Education Program, and Personally Identifiable Information (PII)**.
- B. **Confidential information or PII from DOL UC records** is any UC information which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with other publicly available information to reveal any such particulars and includes, but is not limited to, the following:
  - Any wage information;
  - The individual's name, SSN, address, Date of Birth, telephone number,;
  - Employer identifiers, including the NAICS Code.
- C. **State Assigned Student Identifier (SASID):** The SASID is a ten digit unique number that is assigned to each student upon entry into a Connecticut public school including publically funded preschool programs as well as standard elementary, middle and high schools. Students retain this unique identifier as they progress through the school system and even if they transfer or move in and out of private schools our across state borders. Section 14 of PA 11-70 requires that each public institution of higher education and each independent institution of higher education that receives state funding to track the SASID of all in-state students until such students graduate from or terminate enrollment at the institution.
- D. **Re-disclosure:** Re-disclosure means transfer or disclosure of PII or confidential information to any other person or entity whose access to PII is not specifically authorized in this Agreement.
- E. **Participating Agencies:** The Participating Agencies are the Connecticut Board of Regents for Higher Education (BOR), the Connecticut State Board of Education, the Connecticut Department of Labor and

those entities that have been approved for participation in P20 WIN by every Participating Agency and that have executed a similar Memorandum of Agreement with DOL enabling DOL to match data between Participating Agencies.

F. **Data Request Management:** The required review process for each data request posed to the system. The Data Request Document, as amended from time to time, will consist of the practices and activities as set forth in the P20 WIN Data Request Management Procedure including but not limited to:

- Document the purpose of the Data Request as it pertains to conducting an audit/evaluation of education programs as allowed by FERPA;
- Designate which authorized individuals will initiate the Data Request;
- Identify the specific data elements in each data set needed to satisfy the Data Request;
- Ensure that each agency whose data would be included in the data match has approved the inclusion of their data in the Data Request;
- Designate the individual(s) who have authority to access to the data;
- Document the plans for data analysis and reporting of data; Ensure that each agency whose data is included has an opportunity to review and provide feedback on any report that is to be made public prior to publication; and
- Reiterate requirements for data security.

**III. Duties and Responsibilities of the Approved Requestor.** The Approved Requestor agrees to the following:

- A. The Approved Requestor agrees to comply with the provisions of FERPA and the provisions of 20 CFR 603 and CGS §31-254, as amended from time to time. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 C.F.R. Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information or confidential UC information in a manner not allowed under federal law or regulation
- B. The Approved Requestor shall safeguard the use, publication and disclosure of all information received through data sharing in accordance with all applicable federal and state laws regarding confidentiality.
- C. The Approved Requestor shall conduct the audit or evaluation in a manner which does not permit personal identification of individuals or their parents or guardians or any UC claimant or employer. The Approved Requestor shall maintain the confidentiality of data from the education records and unemployment insurance records at all times by using appropriate disclosure avoidance techniques.
- D. The Approved Requestor shall restrict access to PII from student records and confidential UC information to only those authorized persons listed in the Data Request Document and approved by the Data Governing Board who have legitimate interests in the audit, evaluation or enforcement activity specific to this Agreement and need it to perform the official purpose recognized in this Agreement and addenda to it.
- E. The Approved Requestor shall ensure that only researchers and designated staff within the approved requestor's organization who have been identified as having legitimate interests in the evaluation or who provide system support and who have also signed a 'Statement of Non-Disclosure' will be allowed to access non-aggregated data from the matched data set for analysis.
- F. The Approved Requestor agrees that all personnel authorized to access PII and confidential data provided by the P20WIN agencies shall be fully advised of the confidential nature of the information and the safeguards required to protect the information and execute the 'Personal Statement of Confidentiality and Nondisclosure' attached hereto.
- G. The Approved Requestor agrees to monitor all authorized users to ensure such users observe the confidentiality requirements outlined in this Agreement and the 'Statement of Non-Disclosure'.

- H. The Approved Requestor agrees that results from any analysis or evaluation of education programs will be published in a manner that protects the privacy and confidentiality of the individuals involved. Tables will utilize disclosure avoidance techniques such as cell suppression, blurring, perturbation as appropriate. Care will be taken when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts or claimant or employer UC information cannot be found through the use of available percentages or data in other related tables. Data users will refer to the best practices outlined by the National Center for Education Statistics SLDS in Technical Brief 3 "Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting" to minimize, to the greatest extent possible, the risk that individuals could be identified.
- I. The Approved Requestor shall only utilize the data received from this Data Request to meet the purpose as described in the Data Request Document. The approval given to receive data for this Data Request does not confer approval to use it for another purpose.
- J. The Approved Requestor shall not re-disclose the data received through this Data Request approval process to anyone who has not been authorized by the Data Governing Board to receive it, and who has not also signed a Personal Statement of Confidentiality and Non-Disclosure. No subcontractor of the Participating Agencies may have access to confidential UC information.
- K. The Approved Requestor shall take the necessary and appropriate precautions to safeguard personal, confidential information and will comply with all state and federal laws concerning the safeguarding and disclosure of such information.
- L. The Approved Requestor shall not use this dataset to re-identify individuals.
- M. The Approved Requestor agrees that approval to receive data from this Data Request does not convey ownership of the data.
- N. The Approved Requestor agrees that prior to the public release of any documents or reports generated from this query he or she will supply all reports or documents to the Data Governing Board for review and verification that the intended purpose has been adhered to.
- O. The Approved Requestor agrees to store all resultant data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.
- P. The Approved Requestor agrees to store all resultant data on secure desktop computers and in secure files to which access is restricted to authorized persons only.
- Q. The Approved Requestor agrees that no resultant data may be transmitted by email or placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of "mobile computing device" includes, but is not limited to, notebooks, palmtops, PDAs, iPods®, Blackberry® devices, and cell phones with internet browsing capability. A "mobile storage device" includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.
- R. The Approved Requestor agrees to destroy all confidential information obtained through this agreement as soon as such information is no longer needed or at such time as the Data Governing Board has set whichever occurs sooner.
- S. The Approved Requestor agrees that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.
- T. The Approved Requestor agrees that transmission and storage of all data pertaining to an individual's educational records and unemployment insurance records will adhere to generally accepted best practice standards related to information security, including, but not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels and limitation of physical access to confidential information and PII. While overall system security is a shared responsibility, the Approved Requestor is primarily responsible for the security of the data after it is downloaded.

- U. The Approved Requestor will regularly monitor those persons with access to PII to determine whether the job responsibilities of those persons continue to require access, and will immediately remove access for any person who is determined to no longer need such access. The Authorized Requestor will additionally immediately notify the Governing Board that access has been terminated. The Approved Requestor will take all necessary steps to ensure that any records which are in the possession or control of such persons are timely destroyed as provided in this Agreement.

**IV. Duties and Responsibilities of the Participating Agencies.** The Participating Agencies agree to the following:

- A. The Participating Agencies shall provide the data necessary to identify matches between data sets from agencies participating in P20 WIN, and additional data fields which are identified in The Data Request Management Document for each approved Data Request.
- B. The Participating Agencies shall participate in data governance processes to review and monitor P20 WIN data requests and amendments to them.
- C. The Participating Agencies shall perform an on-site audit and inspection of the system whenever, and as often as, the Participating Agencies deem appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments are satisfied.

**V. Audits.** The Approved Requestor agrees to the following:

- A. The Approved Requestor will allow Participating Agencies to perform an on-site audit and inspection of the system whenever, and as often as, the Participating Agencies deem appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments are satisfied.

**VI. Destruction of Data.**

The Approved Requestor shall have 12 months to complete the audit/evaluation of the matched and de-identified data file developed per approved Data Request. A shorter or longer timeframe may be designated via the Data Request Document and approved by the Data Governing Board. Within the approved timeframe for completion of the audit/evaluation or within two business days of the termination of this Agreement, the Approved Requestor will destroy the original unit level data set as well as any copies thereof and shall provide a completed and executed scanned copy of the P20 WIN Data Destruction Certificate by email to the P20 WIN Data Governing Board. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board. The Approved Requestor may seek an extension of time within which to destroy the data which shall require the approval by the P20 WIN Data Governing Board.

**VII. Breach of Confidential Information.**

For purposes of this Agreement, "breach" means the acquisition, access, use, or disclosure of PII in a manner not permitted under this Agreement, FERPA or other applicable law which compromises the security or privacy of PII. The Approved Requestor agrees that, following the discovery of a breach of PII, it shall notify the Data Governing Board of such breach in accordance with the following requirements:

- A. Such notification shall be provided by the Approved Requestor to the board without unreasonable delay, and in no case later than 3 business days after the breach is discovered by the Approved Requestor. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Approved Requestor. The notification shall include a detailed description of the PII that was the subject of the breach including the identification or unique identifier of each

individual whose PII has been, or is reasonably believed by the Approved Requestor to have been, accessed, acquired, or disclosed during such breach.

- B. The Approved Requestor agrees to include in the notification to the Board at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  2. A description of the types of PII that were involved in the breach.
  3. A detailed description of what the Approved Requestor is doing to investigate the breach, to mitigate losses (including the provision of identity theft protection to the individual whose data was improperly disclosed), and to protect against any further breaches.

### **VIII. Miscellaneous Provisions**

- A. **Duration.** This Agreement will become effective upon its execution by all parties, and will expire as of the date for data destruction as approved in the Data Request Document for P20 WIN Data Request Number P20W 1511 3 0008, and addenda to it unless terminated before said date.
- B. **Amendments.** Revisions to the Agreement's objectives must be approved in writing. A formal amendment, in writing, shall not be effective until executed by all parties to the agreement, and shall be required for extensions of the final date of the agreement period, revisions to project specifications, and any other Agreement revision determined material by the Participating Agencies or Approved Requestor.
- C. **Termination.** This Agreement shall remain in full force and effect for the entire term of the Agreement period stated above unless cancelled by either party, with thirty (30) days written notice. If this Agreement is found by a court or tribunal of competent jurisdiction to be in conflict with any United States or Connecticut statutes or with any rule, regulation, or guideline; it shall be null and void to the extent of such conflict. Upon termination of the Agreement, Approved Requestor shall destroy the original unit level resultant matched data set as well as any copies thereof and shall provide a completed and executed scanned copy of the P20 WIN Data Destruction Certificate by email to the P20 WIN Data Governing Board. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board.
- D. **Contact Information.** The parties named the following individuals as primary representatives regarding this Agreement. The parties shall notify each other of any change to this designation within ten (10) business days.
1. The BOR names the following individual as its primary contact concerning this Agreement:  
Dr. William Gammell, Interim Director Office of Policy, Research and Strategic Planning  
Board of Regents for Higher Education  
39 Woodland Street  
Hartford, CT06105  
Phone: 860-723-0054  
Fax: 860-493-0026  
e-mail: gammellw@ct.edu
  2. The DOL names the following individual as its primary contact concerning this Agreement:  
Andrew Condon, Director of Research and Information  
Connecticut Department of Labor

200 Folly Brook Boulevard  
Wethersfield, CT06109  
Phone: 860-263-6255  
Fax: 860-263-6263  
e-mail: Andrew.condon@ct.gov

3. Cicu-IRPS names the following individual as its primary contact concerning this Agreement:

Jen Widness, Vice President  
Connecticut Conference of Independent Colleges  
21 Talcott Notch Road, Suite 1  
Farmington, CT 06032  
Phone: 860-678-0005  
Fax: 877-308-6345  
e-mail: widnessj@theccic.org

4. The Approved Requestor names the following individual as its primary contact concerning this Agreement:

Name: \_\_Dr. Andrew Condon\_\_\_\_\_  
Organization: \_CT Department of Labor  
Address: \_200 Folly Brook Boulevard, Wethersfield CT 06109\_  
Phone: \_ 860-263-6255\_\_\_\_\_  
E-mail: \_\_andrew.condon@ct.gov\_\_\_\_\_

- E. Data Ownership.** Ownership of all data collected and maintained by the Approved Requestor remains with the Participating Agencies. Disclosure of these data under the terms of this Agreement does not additionally assign ownership of these data.
- F. Compliance with federal and state statutes.** In performing services pursuant to this agreement, the parties agree that they shall comply with all applicable federal and state statutes and regulations, including but not limited to, FERPA, the Gramm-Leach-Bliley Act, HIPAA, CGS § 31-254 and 20 CFR 603 of the Connecticut General Statutes and related state agency contracting policies, in the protection of all personally identifiable and other protected confidential information. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed under such laws or regulations.
- G.** Each party agrees that it shall be responsible for losses arising out of (i) its own acts or omissions that result in a breach of PII or failure to comply with applicable law regarding protection of confidential information (ii) its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under the Agreement.

**IX. Acceptance & Approval**

IN WITNESS WHEREOF, the Participating Agencies and the Approved Requestor hereto have caused this Agreement to be executed by their respective representatives who have authority to execute this Agreement on their behalf, which Agreement is to be effective as of the later of the dates noted below.

**Participating Agency Approval**

**Department of Labor:**

Name: Sharon M. Palmer  
Title: Commissioner  
Signature: Sharon M. Palmer  
Date Signed: 12/1/15

**Connecticut Independent College & University Institute for Research & Public Service, Inc.**

Name: Jennifer P. Wick  
Title: President  
Signature: Jennifer P. Wick  
Date Signed: 12/4/15

**Approved Requestor /**

Name: Dr. Andrew Condon  
Title: Director of Research and Information  
Signature: Andrew Condon  
Date Signed: 11/19/15