

MEMORANDUM OF AGREEMENT
between
THE CONNECTICUT STATE BOARD OF EDUCATION
and
THE CONNECTICUT DEPARTMENT OF LABOR

This Memorandum of Agreement (MOA) is between the Connecticut State Board of Education (CSBE), on behalf of the Connecticut State Department of Education (CSDE) and the Connecticut Department of Labor (DOL) in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA) and its implementing regulations in 34 Code of Federal Regulations ("C.F.R.") Part 99.

WHEREAS, the CSBE is the state education authority as defined by FERPA, which collects and maintains education records, as defined by FERPA and its implementing regulations, 34 C.F.R. 99.3, of students who are enrolled in the public school system in the State of Connecticut; and

WHEREAS, in order to evaluate both K-12 education programs and assess the degree to which such education programs are preparing students for post-secondary education and the workforce, and to assess the efficacy of state or federally supported higher education grant programs, education record data from the CSBE'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 for the purpose of matching and linking longitudinally data of state agencies and other organizations for the purpose of conducting audits and evaluations of federal and state supported education programs; and

WHEREAS, 34 C.F.R. 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) from education records to an authorized representative as permitted herein 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, pursuant to this MOA, the CSBE will disclose data from education records to DOL as its authorized representative, as defined in 34 C.F.R. Section 99.3, for the purpose of conducting an audit and evaluation of federal- and state-supported education programs to determine 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 or federally supported higher education grant programs; and

WHEREAS, the regulations further require the CSBE execute a written agreement to designate the authorized representative and specify the requisite details regarding the purpose and uses of the PII; and

NOW THEREFORE, the parties hereby agree as follows:

- I. Definitions and Key Terms. 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, Educational Agency, Education Record, Disclosure, Institution of Postsecondary Education, Student, and Personally Identifiable Data. In addition, the following definitions shall apply.
 - A. State Assigned Student Identifier (SASID): The SASID is a ten digit unique number that the CSBE assigns to each student upon enrollment in a Connecticut public school, including publically funded preschool programs as well as standard elementary, middle and high schools.
 - B. Re-disclosure: Re-disclosure means transfer or disclosure of PII to any other person or entity whose access to PII is not specifically authorized in this Agreement.
 - C. Participating Agencies: The Participating Agencies are the BOR, the CSBE, DOL and those entities that have been approved for participation by every Participating Agency and that have executed a similar MOA for participation in the P20WIN System.
 - D. Data Request Management: The required review process for each data request posed to the system. The Data Request Management process is set forth in the P20 WIN Data Request Management Procedure attached as Appendix C hereto. In all cases no CSBE data will be included in the data match unless CSBE has approved the inclusion of CSBE data before the data request is processed and CSBE has approved the individual(s) or entities that have authority to access the resulting data set.
- II. Authorized Representative. The CSBE designates DOL as its "authorized representative" pursuant to FERPA for the permitted access and use of PII as set forth within this MOA.
- III. Participation in the P20WIN System. Participating Agencies, including the CSBE, shall provide the data necessary for conducting a match between data sets to DOL to evaluate 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 and to assess the efficacy of state or federally supported higher education grant programs and for other audit and evaluation activities as defined under FERPA that are approved by CSBE and other Participating Agencies pursuant to this MOA and the P20 WIN Data Request Management Procedure. The P20 WIN Data Request Management Procedure sets forth in the attached Appendix C and the P20 WIN Data Governance Policy set forth in the attached Appendix D are hereby incorporated by reference such that their provisions are made terms and conditions of this MOA. The Participating Agencies will abide by policies including the assignment of additional obligations, adopted by the P20 WIN Executive Board.
- IV. Methodology. The CSBE and DOL agree to the following methodology for data matching and access by DOL.
 - A. After a data request has been approved in accord with the P20 WIN Data Request Management Procedure, Participating Agencies whose data is a part of the request shall send files to DOL which contain only limited PII for matching the records that are needed to satisfy the approved Data Request.

- B. In addition to limited PII, each input file shall contain a generic unique identifier for each person record. The generic unique identifier will bear no resemblance to or contain any part of an individual's education data.
 - C. Upon receipt of all required input data sets, DOL shall utilize data matching software approved by the Data Governing Board to identify matches between the data sets.
 - D. Once the matching is complete, DOL will strip the PII from the matched data file. The stripped PII and the PII in the original data files shall be destroyed.
 - E. The resulting file, containing a matrix of the generic unique identifiers that reflects how the original data sets can be linked, shall be sent to the approved requestor for the completion of the approved data request.
- V. Duties and Responsibilities of the CSBE. Notwithstanding any provision of this MOA or any appendix hereto, the CSBE reserves the right to refuse to share or disclose data in its sole discretion. The CSBE agrees to the following:
- A. The CSBE agrees to participate in the P20WIN in accordance with the provisions of the P20 WIN Data Request Management Procedure and the P20 WIN Data Governance Policy. If the CSBE agrees to respond to a Participating Agency's data query, or if the CSBE wishes to conduct a query, the CSBE will provide DOL with data necessary to perform the matching process.
 - B. The CSBE shall designate a representative to represent the agency on the P20WIN Data Governing Board.
 - 1. Such representative shall participate in the development and implementation of policies for the P20WIN system management;
 - 2. Shall participate in the data governance process in accordance with the provisions of the P20 WIN Data Request Management document and the P20 WIN Data Governance Policy; and
 - 3. Shall review the documents developed using CSDE data acquired through P20WIN prior to publication.
 - C. The CSBE acknowledges that Participating Agencies reserve the right to conduct audits of policies, procedures and systems that are involved in processing and/or safeguarding any PII and accompanying data.
 - D. CSBE will abide by all P20 WIN policies adopted by unanimous consent of the P20 WIN Executive Board.
- VI. Duties and Responsibilities of DOL. The following delineation of the roles and responsibilities of the DOL.
- A. DOL shall maintain a server that supports the approved data matching software so that the software can conduct matches at optimum speed.
 - B. DOL shall retain a license to data matching software that has been approved by the P20 WIN Data Governing Board for the purpose of facilitating P20 WIN data requests.
 - C. DOL shall utilize the approved data matching software to conduct matches between data sets from the participating agencies for approved data requests.
 - D. DOL agrees to comply with the provisions of FERPA. For the purposes of this Agreement and the specific projects conducted pursuant to this 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, as amended

from time to time. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share education records in a manner not allowed under federal law or regulation.

- E. DOL agrees that transmission and storage of all data pertaining to education 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. Upon the reasonable request, DOL will disclose and review related policies, procedures, and practices.
1. DOL shall only utilize PII from education records sufficient to meet the purposes of the audit and evaluation of both federal- and state-supported K-12 and federal- or state-supported postsecondary education programs, as defined in 34 C.F.R. 99.3. Authorization given by participating agencies to DOL by the CSBE to use the PII from education records for one audit or evaluation does not confer approval to use it for another purpose.
 2. DOL may not re-disclose any portion of the education records in any media format without prior written approval from the CSBE.
 3. DOL acknowledges that the MOA does not convey ownership of any shared data. DOL may not duplicate or disseminate PII within its own organization, except as necessary to fulfill the stated purpose of this Agreement.
 4. DOL will ensure that all data will be transmitted via secure connection such as a Virtual Private Network (VPN) or Secure FTP File Transfer Protocol (SSL) connectivity.
 5. DOL agrees to store and access all confidential data obtained from the CSBE on secure computers and in secure files to which access is restricted to authorized persons only and in an area that is physically safe from unauthorized persons at all times. DOL agrees that they shall not store data on a local drive. Support personnel will not store or transmit data on a portable storage device, such as but not limited to, a USB flash drive, cell phone, portable laptop, external hard drive or through unencrypted e-mail with the exception of system backup tapes. DOL will encrypt system backup tapes to prevent data loss.
 6. DOL will restrict access to education records to only those authorized persons listed in the P20 WIN Data Request Document, as defined by the Data Request Management Procedure and approved by the Data Governing Board who have legitimate interests in the specific audit and evaluation of a federal- or state-supported K-12 and/or federal- or state-supported postsecondary education programs, as defined in 34 C.F.R. Section 99. DOL will require of and maintain an appropriate statement of confidentiality and nondisclosure from each employee or subcontractor with access to the data.
 7. DOL agrees that all personnel authorized to access education records shall be fully advised of the confidential nature of the information and the safeguards required to protect such information.
 8. DOL agrees to monitor all authorized users to ensure such users observe the confidentiality requirements outlined in this Agreement.

9. DOL will have policies and procedures regarding data security that protect against violations of FERPA when the data is at rest and during transmission. DOL acknowledges that Participating Agencies reserve the right to conduct audits of policies, procedures and systems that are involved in processing and/or safeguarding the shared PII and accompanying data.
 10. DOL agrees that no portion of the education records will be permanently stored or transmitted via electronic mail.
 11. DOL shall use data fields containing PII only for record linkage and such data fields will not be accessible as part of a participant Data Request.
 12. DOL agrees that they shall not enter into a memorandum of agreement reflecting the terms and conditions herein without the approval of each Participating Agency.
 13. DOL will abide by all P20 WIN policies adopted by unanimous consent of the P20 WIN Executive Board.
- F. Audits. DOL agrees to the following:
1. DOL shall allow the CSBE to perform an on-site audit and inspection of the system whenever, and as often as, the CSBE deems 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.
 2. DOL shall maintain logs that track a) data files received, b) matches conducted and c) the output files sent to approved requestors. Logged information shall specifically document when data was transferred, who received and sent data, data fields involved, data request to which the transferred data pertain, data destroyed, dates of data destruction and other relevant information.
 3. DOL shall regularly monitor those persons with access to education records 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. DOL will take all necessary steps to ensure that any education records which are in the possession or control of such persons are timely destroyed as provided in this Agreement.
- G. Destruction of Data. Destruction of the data means that all files and directories containing any data from education records shall be permanently deleted and any hard copies of such data will be shredded.
1. DOL shall destroy the education records used for matching within 5 business days of the completion of the matching process. Destruction of the data means that all files and directories containing any data from education records shall be permanently deleted and any hard copies of such data will be shredded.
 2. The resulting data set shall only contain a matrix of the generic identifiers that shows how records match across the data sets that are required to satisfy the Data Request. The resulting dataset shall be provided to the approved Data Requestor.

VII. Miscellaneous Provisions.

- A. Duration. This MOA will become effective upon its execution by both parties, and will expire on September 30, 2016. This MOA may be extended in writing by both parties.
- B. Amendments. Revisions to the MOA's objectives must be approved in writing. A formal amendment, in writing, shall not be effective until executed by all parties to the

MOA, and shall be required for extensions of the final date of the Agreement period, revisions to project specifications, and any other Agreement revision.

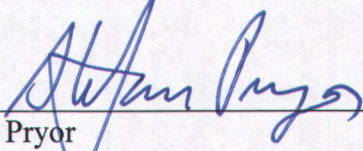
- C. Cancellation. This MOA shall remain in full force and effect for the entire term of the MOA period stated above unless cancelled by either party, with thirty (30) days written notice. If this MOA is found by a court or tribunal of competent jurisdiction to be in conflict with any United States or Connecticut statutes or with any rule, regulation, or guideline; it shall be null and void to the extent of such conflict. Notwithstanding the above cancellation provision, if a party or Participant to this Agreement is found to have breached the confidentiality provisions contained herein, the remaining parties and Participants may immediately terminate their participation without notice.
- 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 CSBE names the following individual as its primary contact concerning this Agreement and as its representative on the P20WIN Data Governing Board:
Ajit Gopalakrishnan, Bureau Chief
Bureau of Data Collection and Research
State Department of Education
165 Capitol Avenue
Hartford, CT 06103
Tel. (860)713-6888
Ajit.gopalakrishnan@ct.gov
 2. DOL names the following individual as its primary contact concerning this Agreement:
Dr. Andrew Condon, Director of Research and information
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, Connecticut 06109
860-263-6255
E-mail: Andrew.condon@ct.gov
- E. Data Ownership. Ownership of all data collected and maintained by the CSBE remains with the CSBE. Disclosure of these data under the terms of this Agreement does not additionally assign ownership of these data.
- F. Statutory Authority. Statutory authority for the CSBE to enter into this Agreement is as follows: Connecticut General Statutes Sections 4-5 and 4-8.
- G. 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 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.

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.

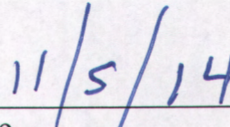
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VIII. Acceptances and Approvals.

For the Connecticut State Board of Education:

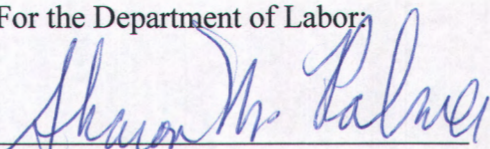


Stefan Pryor
Commissioner, State Department of Education

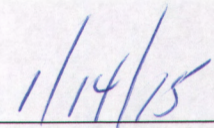


Date

For the Department of Labor:



Sharon M. Palmer
Commissioner



Date

SDE Data needed for P20WIN**Personally Identifiable Data used for matching**

Column Name	Type	Nullable	Notes
SASID	CHAR(10)	No	"State Assigned Student ID"
DOB	CHAR(8)	No	YYYYMMDD
FormalFirstName	VARCHAR(20)	No	All Caps
FormalMiddleName	VARCHAR(20)	Yes	All Caps
FormalLastName	VARCHAR(35)	No	All Caps
GenerationSuffix	VARCHAR(4)	Yes	
Gender	CHAR(1)	No	"M" = male, "F" = female
NSC_GraduatingHS_SchoolCodeNCS	CHAR(6)	Yes	based on NSC file
NSC_GraduatingHS_SchoolCodeSDE	CHAR(7)	Yes	based on NSC file
NSC_GraduatingHS_SchoolName	VARCHAR(250)	Yes	based on NSC file
SDE_GraduatingHS_SchoolCodeSDE	CHAR(7)	Yes	based on PSIS Reg (LastFacility1 in StudentResearch)
SDE_GraduatingHS_SchoolName	VARCHAR(250)	Yes	based on PSIS Reg (LastFacility1 in StudentResearch)
Address			

Personal Statement of Confidentiality and Nondisclosure

Before you are allowed access to the information through the Preschool through Twenty and Workforce Information Network (P20WIN), you are required to read, agree and execute the following statement of your knowledge, obligation and responsibility with respect any data exchanged through P20 WIN.

- As an employee of _____, I have access to information provided through P20WIN. This data shall not be used to make any decisions about the rights, benefits or privileges of those individuals identified through the matching process. Further, P20WIN information is confidential, and may be used solely for the purposes of work defined in the Memorandum of Agreement between the Participants and the Department of Labor
- I have been informed and understand that all information related to this Agreement is confidential and may not be disclosed to unauthorized persons.
- I understand that I am responsible for maintaining this confidentiality.
- I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- I will not use the data for any purpose other than that approved by the P20WIN Data Governing Board and I will not facilitate or tolerate by others any unauthorized use of information provided or generated.
- I understand that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of _____ under this Agreement.
- I understand that under Conn. Gen. Stat. §31-254 and under Federal law, specifically 20 CFR 603 of the federal regulations, Unemployment Compensation (UC) data, in whatever form it is viewed under this agreement, is, as a matter of law, and shall be treated as, confidential information. Conn. Gen. Stat. §31-254 provides that any breach of this confidentiality will be grounds for punitive action which may consist of a fine of up to \$200, imprisonment for up to six months, or both and termination of employment.
- I agree to store all query data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.
- I agree to store all query data on secure desktop computers and in secure files to which access is restricted to authorized persons only.
- I agree that no query data may be placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of "mobile computing device" includes, but is

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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.

- I agree to destroy all confidential information obtained through this agreement as soon as such information is no longer needed.
- I agree 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.
- I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

This statement of non-disclosure shall be valid for a period of one year from the date of signature.

Employee

I have read and understand the above Personal Statement of Nondisclosure.

Signature

Printed Name

Organization

Job Title

E-mail Address

Date

