## MEMORANDUM OF AGREEMENT
### Between
### THE UNIVERSITY OF CONNECTICUT
### And
### THE CONNECTICUT DEPARTMENT OF LABOR

This Memorandum of Agreement ("Agreement") is between the University of Connecticut ("UCONN") 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**, pursuant to Conn. Gen. Stat. § 10a-103, UCONN collects and maintains education records as defined by FERPA, 20 U.S.C. § 1232g(a)(4)(A), and its implementing regulations, 34 C.F.R. 99.3, of students who are enrolled at UCONN at both its main and branch campuses; and

**WHEREAS**, the purpose of this Agreement is to enable the audit and evaluation of Federal- or State-supported K-12 and Federal- or State- supported postsecondary education programs, as defined in 34 C.F.R. 99.3, by linking data for the Preschool through Twenty and Workforce Information Network ("P20 WIN") in order to assess the degree to which said education programs are preparing students for post-secondary education and the workforce and to assess the efficacy of state or federally funded higher education grant programs;

**WHEREAS**, in order to accomplish this purpose, data from the education records of students of the University of Connecticut, ("Education Records"), must be linked to workforce data provided by the DOL, and data from the education records of students in preschool, elementary and secondary public schools provided by the Connecticut State Board of Education, ("SBOE"), and data from the Connecticut State Universities and Colleges, and data from the Connecticut Independent College and University Institute for Research and Public Service, Inc. ("Cicu-IRPS"), and other organizations as permitted herein; and

**WHEREAS**, DOL has access to data matching software which can be utilized to match and link longitudinal data from state agencies and other organizations for the purpose of conducting audits and evaluations of Federal- and State-supported education programs; and

**WHEREAS,** while at all times UCONN retains ownership of the data from the Education Records provided under this Agreement, DOL shall serve as the custodian of the data from the Education Records that will be processed by software residing on its servers and have responsibilities as set forth herein for installation of the application, hardware, establishing network linkages and connecting data sources; and

**WHEREAS**, 34 C.F.R. §§ 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 Agreement, UCONN will disclose data from Education Records to DOL as its authorized representative, as that term is defined in 34 C.F.R. 99.3, for the purpose of conducting an audit and evaluation of Federal- or 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 UCONN 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**:
     For the purpose of this Agreement, the following definitions shall apply:

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.   **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 boarders. 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.

C.   **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.

D.   **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.

E. **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 UCONN data will be included in the data match unless UCONN has approved the inclusion of UCONN data before the data request is processed and UCONN has approved the individual(s) or entities that have authority to access to the resulting data set.

II. **Authorized Representative:** UConn designates DOL as its "authorized representative" pursuant to FERPA for the permitted access and use of PII as set forth within this Agreement.

III. **Participation in P20 WIN:**
Participating Agencies shall provide data necessary for conducting a match between data sets to DOL to evaluate both K-12 and postsecondary education programs and 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 UCONN and other Participating Agencies pursuant to this Agreement and the P20 WIN Data Request Management Procedure. The P20 WIN Data Request Management Procedure set 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 Agreement. The Participating Agencies will abide by policies, including the assignment of additional obligations, adopted by the P20 WIN Executive Board.

IV. **Methodology**
UCONN and DOL agree to the following methodology for data matching and access by DOL:

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. 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.

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. 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. 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 UCONN

Notwithstanding any provision of this Agreement or any appendix thereto, UCONN reserves the right to refuse to share or disclose any UCONN data in its sole discretion.

UCONN agrees to the following:

A. UCONN agrees to participate in P20 WIN in accordance with the provisions of the P20 WIN Data Request Management Procedure and the P20 WIN Data Governance Policy.

B. Unless it objects thereto, UCONN will provide DOL with the data necessary to match data for approved data requests using data fields identified in Appendix A. UCONN will participate in the P20 WIN Data Governing Board to develop and implement policies for P20 WIN management.

C. UCONN will participate in data governance processes in accord with the provisions of the P20 WIN Data Governance Manual and the P20 WIN Data Governance Policy.

D. If UCONN agrees to allow UCONN data to be utilized in a data request, UCONN will ensure that the data required for the request is available.

E. UCONN will participate in Data Governance processes to review documents developed using UCONN data acquired through P20 WIN prior to their publication.

F. UCONN 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 delineates the roles and responsibilities of the DOL. The overall goal is to provide P20 WIN with quality service, timely resolution to issues and superior performance that will enable P20 WIN to meet its business goals.

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 participating agencies for approved data requests.

D. DOL agrees to comply with the provisions of FERPA. 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 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 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.  Upon the reasonable request from a participating agency, DOL will disclose and review related policies, procedures, and practices.

1.  DOL shall only utilize PII from Education Records and unemployment insurance records sufficient to meet the purposes of the audit and evaluation of both Federal- or 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 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 UCONN.

3.  DOL acknowledges that the Agreement 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 UCONN 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.  At no point should data be stored 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. System backup tapes will be encrypted to prevent data loss.

6.  Access to Education Records will be restricted to only those authorized persons listed in the 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. 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 the 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. Participating Agencies reserve the right to conduct audits of each other's 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 nor 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 Data Request.

12. DOL agrees that it 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 UCONN to perform an on-site audit and inspection of the system whenever appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations and required security controls 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 pertained, 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.**

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. 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.
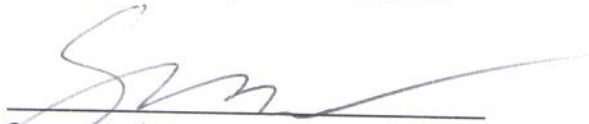
**VII.    Miscellaneous Provisions**

A. **Duration**. This Agreement will become effective upon its execution by both parties, and will expire on September 30, 2019. This Agreement may be extended in writing by both parties.

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.

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 statute or with any rule, regulation, or guideline, it shall be null and void to the extent of such conflict. Notwithstanding the above termination provision, if a party or Participating Agency to this Agreement is found to have breached the confidentiality provisions contained herein, the remaining parties and Participating Agencies 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. UCONN names the following individual as its primary contact concerning this Agreement:

      Dr. Thulasi Kumar, Assistant Vice Provost for Institutional Research and Effectiveness
      University of Connecticut
      352 Mansfield Road, Unit 108
      Storrs, CT 06269-1086
      860-486-4240
      thulasi.kumar@uconn.edu

   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 UCONN remains with UCONN. Disclosure of these data under the terms of this Agreement does not additionally assign ownership of these data.

F. **Statutory Authority**. Statutory authority for UCONN to enter into this Agreement is as follows: Connecticut General Statues Sections 10a-104; 10a-108, 4a-52a, and 10-151b.

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.

H. 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 and (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 this Agreement.

## VIII.   Acceptance & Approval

In the interest of expediency, this document may be executed in counterpart and all counterparts shall be considered originals.

For the University of Connecticut:

_____     _____8/12/15_____
**Susan Herbst**                                              Date
President

For the Department of Labor:

_____     _____8/27/15_____
**Sharon M. Palmer**                                        Date
Commissioner

**Appendix A**

## SDE & UCONN Data needed for P20 Workforce Information Network

Personally Identifiable Data used for matching

| |
|---|
| Name: first, middle, last, suffix |
| Date of birth |
| Gender |
| High School Code |
| Town of residence |
| Social Security Number |
| SASID |
| Address |

Agreement #_____ **Final**

# Personal Statement of Confidentiality and Nondisclosure

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

- As an employee of _____, I have access to information provided through P20 WIN. 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, P20 WIN 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 agree 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 P20 WIN Data Governing Board and I will not facilitate or tolerate by others any unauthorized use of information provided or generated.

- I agree 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 agree 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 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** _____