

STATE OF MINNESOTA INTERAGENCY DATA SHARING AGREEMENT

The parties to this agreement are the **Minnesota Department of Education (MDE)** and the **Minnesota Office of Higher Education (OHE)**.

1. MDE is the state agency responsible for gathering data and conducting evaluations of K-12 education programs in Minnesota. It also is the state agency responsible for enforcing and ensuring reporting requirements on various K-12 education programs, both on a statewide basis and on behalf of school districts in Minnesota. MDE has state and federal legal authority to conduct these functions.

2. OHE is the state agency responsible for collecting data on students attending higher education institutions and pursuing postsecondary education. OHE has corresponding authority and responsibility to evaluate postsecondary education in Minnesota.

3. Pursuant to Minn. Stat. § 13.32, subd. 11, MDE and OHE also have authority to share educational data in order to analyze instruction in school districts for the purposes of improvement. Minnesota Statutes § 13.32, subd. 11, authorizes the agencies to share attendance data, student demographic and enrollment data, academic performance and testing data, and special academic services received by a student.

4. Federal law further permits this agreement. MDE and OHE each are state educational authorities under 34 C.F.R. § 99.31(a)(3)(iv). MDE and OHE are authorized by state and federal laws to access education records in order to conduct evaluations of Federal or State supported education programs, as required by 34 C.F.R. § 99.35(a)(2). MDE and OHE have in place systems that satisfy the requirements of 34 C.F.R. § 99.33(b). Under federal law found at 34 C.F.R. §§ 99.35(a)(1) and 99.33(b), authorized state educational authorities may redisclose data on behalf of local education agencies. This agreement establishes the parameters for redisclosing data, on behalf of local education agencies, from MDE to OHE and from OHE to MDE for the purpose of conducting authorized evaluations, pursuant to 34 C.F.R. § 99.35(a)(1), and for the purpose of conducting research to improve instruction, as authorized by 34 C.F.R. § 99.31(a)(6)(i)(C) and 99.31(a)(6)(ii).

5. Under this agreement, shared data shall form the Minnesota Educational Longitudinal Data System (LDS). OHE and MDE will share lists of students with data specified in Attachment A. MDE and OHE will generate a random anonymous identifier for each student to be used when sharing data. The parameters of the data sharing for purposes of creating a random anonymous identifier for each student are as follows:

(a) MDE and OHE will create a random anonymous identifier for each student for whom the agencies seek to share data. MDE and OHE will share the following data in limited numbers to validate the key generation:

- (1) data key and applicable code;
- (2) random anonymous identifier created for the student;

- (3) first name, middle initial (if known), and last name of the student;
- (4) data of birth; and
- (5) MARSS number, high school of graduation, and year of graduation.

(b) MDE and OHE will use the random anonymous identifier to match received data with education records contained in its databases. After matches have been verified, each party to the agreement will retain only the randomized identifier. OHE will destroy all other data that personally identifies a student provided by MDE. MDE will destroy all other data that personally identifies a student provided by OHE.

(c) This matching to assign a random anonymous identifier will be completed on a periodic basis, but at least yearly, or whenever updating of the student identifiers is necessary to facilitate sharing of student data for the purposes outlined in this agreement.

6. MDE and OHE will use the random anonymous identifier created pursuant to Paragraph 5 above to share data for the purpose of analyzing data to improve instruction, and as described in Attachment A to fulfill evaluation and reporting requirements, and on behalf of school districts. The data that is subject to this agreement will not be shared for any other purposes. All modifications to Attachment A must be agreed upon in writing by both parties to the agreement.

7. All data shared pursuant to this agreement will only be transmitted by a secured method that is agreed upon by both agencies.

8. MDE and OHE will retain the data shared pursuant to this agreement in a secure manner consistent with the provisions of this agreement, except to the extent that this agreement requires the parties to the agreement to destroy data shared. MDE and OHE agree to amend their record retention policies, if necessary, to allow for destruction of the matching program data after it has been used.

9. MDE and OHE will document data exchanges under this agreement. A documentation log must include the date, description of data shared, purpose for sharing the data, and the name of the party to the agreement receiving the data.

10. MDE and OHE understand that records and information maintained by either party regarding any person may include private data and shall be protected from unauthorized use and/or disclosure under this agreement.

11. MDE and OHE agree to comply with all applicable federal and state laws, statutes, and rules with respect to the protection of privacy, security and dissemination of the shared data. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state laws. MDE and OHE understand that personally identifiable information maintained by either party to the agreement is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to, the Family Education Rights and Privacy Act (20 U.S.C 1232g); related federal regulations (34

C.F.R. Part 99); the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq.*; and federal laws and regulations regarding students with disabilities (20 U.S.C. §1417 (c); 34 C.F.R. 300.32, 34 C.F.R. §§ 300.610-300.627)).

12. MDE and OHE certify that all persons having access to any data shared or created under this agreement will be informed of the sensitive nature of the information and will be trained in the proper data handling and safeguard procedures.

13. All employees, contractors and agents of MDE and OHE will comply with all applicable federal and state laws with respect to the data shared under this agreement. MDE and OHE further certify that all personnel, including contractors or agents, having access to data under this agreement have been instructed regarding the governing privacy and data practices provisions. Nothing in this paragraph authorizes sharing data provided under this agreement with any other entity that is not a party to this agreement.

14. All data obtained pursuant to this Agreement will be maintained in a secure environment. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data.

15. MDE and OHE will only disclose data in summary or aggregate form for reporting purposes.

16. All data shared pursuant to this agreement will be destroyed by MDE and OHE when it is no longer needed for the purposes for which it was shared.

17. No fees will be charged or exchanged by either MDE or OHE pursuant to this agreement.

18. Neither MDE or OHE may assign its obligations under this Agreement, nor any part of its interest in this Agreement, to another agency.

19. MDE and OHE represent that they are authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

20. MDE and OHE agree that they are responsible for their own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party to the agreement and the results thereof. The liability of a state agency is governed by the provisions of the Minnesota Torts Claims Act, Minn. Stat. § 3.732 and 3.736, *et. seq.*, and other applicable law.

21. MDE or OHE may choose to terminate this agreement if it is deemed no longer necessary due to the creation of a different data sharing mechanism, or changes in state

statute or federal law. Either MDE or OHE may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other party to the agreement.

22. This agreement becomes effective upon signature of the authorized representatives for MDE and OHE, the last date of signature becoming the effective date and will remain **in effect until December 31, 2014**, or until it is superseded by a new data sharing agreement or the creation of a different data sharing mechanism, whichever occurs first.

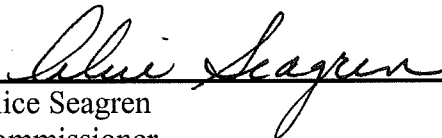
23. All data provided by OHE pursuant to this Agreement shall confirm to data sharing provisions under the *Enrollment Data Sharing Agreement* between OHE and the applicable institutions.

24. MDE and OHE designate a single authorized representative for purposes of maintaining the data sharing agreement and ensuring that it is properly enforced.

MDE authorized representative is Alice Seagren, Commissioner, 1500 Highway 36 West, Roseville, MN 55113, (651) 582-8669.

OHE authorized representative is David Metzen, Director, Minnesota Office of Higher Education, 1450 Energy Park Drive, Suite 350, Saint Paul, MN 55108, (651) 259-2962.

Minnesota Department of Education:

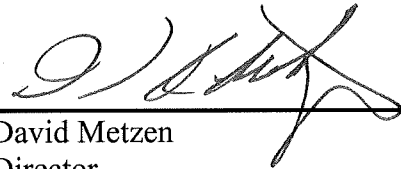


Alice Seagren
Commissioner

9/01/09

Date

Minnesota Office of Higher Education:



David Metzen
Director

9/01/09

Date

**STATE OF MINNESOTA
INTERAGENCY DATA SHARING AGREEMENT
ATTACHMENT A
MINNESOTA EDUCATIONAL LONGITUDINAL DATA SYSTEM (LDS)**

The parties to this agreement are the Minnesota Department of Education (MDE) and the Minnesota Office of Higher Education (OHE).

MDE and OHE will only share data in the situations outlined in this attachment and as authorized in the signed, attached interagency data sharing agreement. Studies conducted using data from the Minnesota Educational Longitudinal Data System (LDS) under this agreement will be approved in writing by the LDS Research Committee and the LDS Governing Body.

MDE and OHE will use specified personal identifiers to assign a random anonymous identifier to each student record for the purposes of creating the Minnesota Educational Longitudinal Data System (LDS). Categories of data elements are listed below for the purposes of research and evaluation studies to examine the transition of students from high school to postsecondary institutions. OHE and MDE will use student data to develop summary district, consortium, and state reports using only aggregate information.

Categories of data elements to be shared as part of the LDS as allowed under Chapter 298: Sec.2. M.S. 2006, section 13.32 Subd.11.

Attendance data, including name of school or institution, school district, year or term of attendance, and term type;

ATTENDANCE DATA

Data elements in this section may be used to identify and locate educational institutions which a student has attended or is attending. In the case of secondary schools, this generally refers to the school attended last or from which the student graduated. For postsecondary institutions, identification information can be included for any institution which the student previously attended, or which awarded the student a degree, diploma, or certificate; or from which transfer award units have been accepted by the institution currently attended. Generally, the term "institution" refers to the organization offering educational programs and/or instruction to students. This data also includes the year and academic term of attendance.

Student demographic and enrollment data;

STUDENT DEMOGRAPHIC DATA

Data elements in this section can be used to identify a person, (e.g., a student, his/her parents, or his/her spouse) and to describe various personal characteristics of that individual (e.g. race, gender, age).

STUDENT ENROLLMENT DATA

The data elements of this section may be used to describe the process by which a student enters an institution and/or subdivision of the institution, a process—frequently including the payment of tuition and/or fees—which results in the student's name being entered into the rolls, records, and/ or files of the institution. Data elements in this section may also be used to provide information about a student's aspirations, with respect to future education and career. Educational aspirations are expressed by, the type of formal award a student seeks or his/her objectives in attending a postsecondary institution.

Academic performance and testing data;

ACADEMIC PERFORMANCE AND TESTING DATA

Data elements in this section may be used to describe various aspects of a student's activities and accomplishments which are directly related to educational programs of the institution. Included are terms which describe the courses taken by the student, such as course name, grades (marks), and award units received for successful completion of courses. Also included are standardized test data.

Special academic services received by a student.

SPECIAL ACADEMIC SERVICES

Data elements in this section may be used to describe activities whose primary purpose is to contribute to students' emotional and physical well-being and to their intellectual, cultural, and social development outside the context of the formal instructional program. Included are elements which indicate the student's participation in gifted and talented programs, concurrent enrollment, special education, free and reduced price lunch, limited English language programs, and supplemental services.