**ENROLLMENT AND AWARDS CONFERRED DATA SHARING AGREEMENT**

**Between Institution X and the Minnesota Office of Higher Education**

This data sharing agreement (Agreement) is entered into by the Minnesota Office of Higher Education (OHE) and Institution X for purposes of reporting individual student level data to OHE. OHE collects data on individuals enrolled in Minnesota private and public postsecondary institutions and degrees and other formal awards (diplomas or certificates) conferred to individuals upon successful completion of a program of study. OHE uses these data to inform state decision making on higher education policies, programs and practices.

This Agreement sets forth the conditions and provisions of the Family Educational Rights and Privacy Act (FERPA) and Minnesota Government Data Practices Act (MGDPA) Chapter 13 specifically applicable in connection with Institution X’s disclosure of personally identifiable education records (education records) to OHE in furtherance of its statutory responsibilities stated in Minnesota Statutes 2020, section 136A.01 et seq., and for Minnesota’s P-20W systems, including the Statewide Longitudinal Education Data System (SLEDS) and the Early Childhood Longitudinal Data System (ECLDS).

For education records provided to OHE pursuant to this Agreement, the parties agree that OHE research and reporting, including ECLDS+SLEDS, will provide educators and policymakers with more comprehensive data and analysis from which to make informed decisions leading to educational improvement at all levels, that it is of indefinite duration, and that the information to be disclosed is described in this Agreement.

**Parties**

1. The Minnesota Office of Higher Education (OHE) is a state educational authority. OHE is authorized by state and federal laws under 34 C.F.R. § 99.31(a)(3)(iv) to access education records in order to conduct audits or evaluations of federal or state-supported education programs, including compliance and enforcement activities, under 34 C.F.R § 99.35(a). Pursuant to Minnesota Statutes 2020, section 127A.70 subdivision 2(b), OHE is directed to report on students’ educational outcomes, evaluate the effectiveness of education and workforce programs, and evaluate the relationships among education and workforce outcomes.
2. Institution X is an educational agency or institution subject to 20 U.S.C. 1232g, and 34 C.F.R. 99 (FERPA).

**Legal Authority for Data Sharing**

1. OHE is authorized under FERPA and Minnesota Statutes 2020, section 13.32, subdivision 3(e), to disclose otherwise private educational data regarding individual students to another entity in certain circumstances. OHE is a state educational authority as described in 34 C.F.R. § 99.31(a)(3). In accordance with 34 C.F.R. § 99.31(a)(6), FERPA permits state educational authorities to redisclose data received from local educational authorities without prior consent to an organization conducting studies for or on behalf of educational agencies for the purpose of improving instruction. This Agreement complies with 34 C.F.R. §§ 99.31(a)(6) and 99.33(b). Finally, this Agreement complies with Minnesota Statutes 2020, section 13.32, subdivision 3(e) of the Minnesota Government Data Practices Act (MGDPA), which permits disclosure of private student data pursuant to FERPA.
2. Pursuant to Minnesota Statutes 2020, section 136A.121 subdivision 18 and section 136A.1701 subdivision 11 and this Agreement, Institution X shall provide education records to OHE in accordance with Attachment A for the following purposes: 1) in connection with financial aid, as permitted by 20 U.S.C. § 1232g(b)(1)(D) and 34 C.F.R. § 99.31(a)(4); 2) subject to 20 U.S.C. § 1232g (b)(3) and 34 C.F.R. § 99.35 to an educational authority to audit or evaluate Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs; and 3) to an organization to conduct studies for or on Institution X’s behalf, as permitted by 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).
3. Pursuant to 20 CFR § 680.410, Institution X shall provide data on individuals enrolled in a training listed on Minnesota’s Eligible Training Providers List for the purpose of federal compliance reporting by the Minnesota Department of Employment and Economic Development to the U.S. Department of Labor’s Employment and Training Administration as required by the Workforce Innovation and Opportunity Act (WIOA) section 116(d)(4), WIOA section 122, and Training and Employment Guidance Letters 08-19, 03-18, 24-19 and 11-1.

**Purpose and Scope**

1. Data shared under this Agreement will include identifiable individual level student enrollment and awards conferred records.
2. Data shared will be used to conduct research, analyze, and report on patterns of individual activity including but not limited to college preparation, enrollment, persistence, completion, debt of graduates, and post-college outcomes by subgroups and institutions.
   1. OHE conducts research and analysis to inform decision makers, stakeholders, and the general public of postsecondary issues and trends pursuant to Minnesota Statutes 2020, section 136A.01 subdivision 2(a)(6). OHE also supports Minnesota postsecondary institutions and internal agency program staff with reporting, evaluation, and data management.
   2. Pursuant to Minnesota Statutes 2020, section 127A.70 subdivision 2(b), ECLDS+SLEDS is a linkable data repository to identify, organize, and analyze early care, education and workforce data facilitating creation of summary reports to be created for students, parents and stakeholders. It also provides data analytic tools for early care, education, and workforce research and evaluation to provide timely and relevant information for policy and practice. ECLDS+SLEDS identifies the most viable pathways for individuals in achieving successful outcomes in education and work, inform decisions to support and improve education and workforce policy and practice, and assist in creating a more seamless education and workforce system for all Minnesotans. ECLDS+SLEDS data is available to state agencies, institutions, and approved external researchers.
3. Data elements to be shared are listed in Attachment A.

**Duties**

1. **OHE responsibilities.** OHE will:
   1. Create and maintain secure method of data transmission,
   2. Conduct research,
   3. Conduct reporting,
      1. OHE shall conduct all research and reporting, including ECLDS+SLEDS, in a manner that does not permit identification of the institution providing the education records by individuals other than representatives of OHE except where permission for release is granted by the institution.
         1. Institution X appoints the following individual for purposes of granting permission for release of summary data under clause 8(c)(i).

Name and Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or their successor.

* + 1. For purposes of this Agreement, Summary Data is defined as statistical records and reports aggregated from data on individuals in a way that individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.
    2. Permission for release of institution identification pursuant to data shared under this Agreement is granted in the following circumstances:
       1. Summary data published pursuant to state or federal mandate, including but not limited to Minnesota Statutes 2020, section 136A.121, subdivision 20;
       2. Summary data at a cell size of 3 or greater published pursuant to federal mandate under the Workforce Innovation and Opportunity Act (WIOA) for programs listed on the state’s Eligible Training Provider List administered by the Minnesota Department of Employment and Economic Development;
       3. Summary data approved as part of ECLDS+SLEDS web-based data tools including, but not limited to ECLDS+SLEDS mobile analytics; Graduate Employment Outcomes, published reports (e.g. Getting Prepared) or other ECLDS+SLEDS branded research products;
       4. Summary data prepared in accordance with OHE’s Data Suppression Policy found in Attachment B and/or the ECLDS+SLEDS Data Access and Management Policy, and
       5. Summary data used by another institution for internal planning and management and not for publication created from data provided as part of the SLEDS Postsecondary Data Mart.
    3. OHE shall conduct all research and reporting, including ECLDS+SLEDS, in a manner that does not permit personal identification of students by individuals other than employees, agents, or contractors of OHE.
  1. Facilitate institutional reviews of public reports prior to publishing, and
  2. Understand and comply with all provisions of this Agreement.

1. **Institution X responsibilities.** Institution X will:
   1. Provide data,
      1. Institution X may at its discretion utilize a code of “Not Applicable” for specified data elements that are not available, not collected by Institution X, or not disclosed by Institution X pursuant to institutional policies. These data elements are denoted by an asterisk (\*) in Attachment A. Upon request, Institution X shall provide OHE with institutional policies related to non-disclosure of the specified data elements utilizing a code of “Not Applicable” under the non-disclosure exemption.
   2. Use secure means to send data, and
   3. Understand and comply with all provisions of this Agreement.

**Data Practices Provisions**

1. **Collecting data.** OHE acknowledges and agrees that all education records provided by Institution X to OHE pursuant to this Agreement, and all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement, are subject to applicable privacy laws, including FERPA and the MGDPA, and OHE agrees for the protection and benefit of Institution X and Institution X’s students to comply with all applicable laws in connection with data provided to OHE by Institution X under this Agreement.
2. **Protecting data.** OHE and Institution X each agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 2020, section 13.01 et seq., and any and all other applicable state and federal laws governing the data shared pursuant to this Agreement and all data, created, collected, received, stored, used, maintained, or disseminated by OHE under this Agreement. Each party is individually responsible for compliance with laws and regulations governing or affecting the collection, storage, use, sharing, disclosure and dissemination of private data.
3. **Use data only as approved.** OHE may use the education records only for the purposes provided for in this Agreement or as may be subsequently authorized in writing by a duly authorized representative of Institution X. All copies of data of any type, including modifications or additions to data from any source that contains information regarding individuals, are subject to the provisions of this Agreement in the same manner as the original data.
4. **Authorized staff only.** Institution X’s education records shall be disclosed by OHE to its employees, agents or contractors, solely to meet OHE’s statutory responsibilities stated at Minnesota Statutes 2020, section 136A.01 et seq. and for use in ECLDS+SLEDS as further described and limited herein.
5. **Data management.** Any use or disclosure of Institution X’s education records by OHE, its employees, agents or contractors is subject to and shall be consistent with applicable provisions of FERPA and the MGDPA including, but not limited to, FERPA regulations at 34 C.F.R. § 99.32, 34 C.F.R. § 99.33, and 34 C.F.R. § 99.35 regarding recordkeeping, re-disclosure and destruction of education records. Data disclosed to ECLDS+SLEDS shall follow the ECLDS+SLEDS Data Access and Management Policy as approved by the ECLDS and SLEDS Governance Committees, which is available from OHE upon request. OHE will notify institutional data contacts when internal and ECLDS+SLEDS policies are updated.
6. **Training requirements.** All employees, contractors, and agents of OHE who have access to data shared under this Agreement shall complete data practices and data security training.
7. **Supervision.** All individuals having access to data under this Agreement shall be subject to reasonable supervision to ensure compliance with applicable federal and state data practices law.
8. **Safeguards.** OHE shall implement and maintain appropriate administrative, technical and physical safeguards (“Safeguards”), including those required by MN.IT Services that prevent any collection, use or disclosure of, or access to electronically maintained or transmitted education records received from or on behalf of Institution X that this Agreement does not expressly authorize. These Safeguards will be extended by contract to all subcontractors used by OHE.
9. **Security incidents.** OHE will report any known data security or data privacy incidents to Institution X as soon as they become known. For purposes of this Agreement, security incident means the unauthorized access, use, disclosure, modification, or destruction of data provided by Institution X. Privacy incident means violation of the MGDPA or any other applicable state or federal data practices laws, including, but not limited to, improper and/or unauthorized use or disclosure of protected information and breach of security of information as defined by Minnesota Statutes 2020, section 13.055. This report must be made in writing and submitted to the authorized representative after the security or privacy incident is discovered by OHE.
10. **Agreement violations.** If Institution X or OHE determines that OHE has violated this Agreement, Institution X and OHE shall determine the corrective action to be taken by OHE.
11. **Data destruction.** The information shared pursuant to this agreement must be destroyed when no longer needed for purposes of this agreement as required by 34 C.F.R. 99.31(a)(6)(ii).
12. **Liability.** Each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and results thereof. Pursuant to Minnesota Statutes 2020, section 136A.051, Institution X is not liable in the event of any unauthorized or unlawful disclosure by OHE (or any other state agency) of education records or information from education records. OHE’s liability shall be governed by the provision of the Minnesota Tort Claims Act, Minnesota Statutes 2020, section 3.732, et seq., and other applicable Minnesota law.
13. **Transfer.** Neither OHE nor Institution X may assign its obligations under this Agreement, nor any part of its interest in this Agreement, to another party.
14. **Amendments.** Any changes to this Agreement shall be in writing and shall be executed as an amendment to the Agreement.
15. **Cancellation.** Either party may cancel this Agreement for any reason upon thirty (30) days written notice. Cancellation of this Agreement does not require OHE to destroy education records provided to OHE by Institution X pursuant to this Agreement unless the information is no longer needed for the purposes outlined in the Agreement.
16. **Authorized representative.** OHE and Institution X designate a single authorized representative for purposes of maintaining the data sharing agreement and ensuring that it is properly enforced.
    1. OHE authorized representative is Meredith Fergus, Director of Research, or their successor.
    2. The Organization’s authorized representative is (Name, Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or their successor.
17. **Effective date.** The terms of this Agreement shall take effect upon signature of both parties and will remain in effect for a period of five years from the date of execution.

**Signatures.**

|  |  |
| --- | --- |
| Dennis W. Olson Jr.  Commissioner  Minnesota Office of Higher Education | Date |
|  |  |
|  |  |
| Primary Contact Name  Primary Contact Title  Institution X | Date |

**Attachment A**

**Data Elements to be Shared**

OHE requests from Institution X the following education records pursuant to the attached Agreement.

**Enrollment Data**

For each term of enrollment, institutions are to report the following:

1. Fiscal year
2. Institution code
3. Term season
4. Term start date
5. Term end date
6. Term type
7. Student last name
8. Student first name
9. Student middle name
10. Social security number\*
11. Institution student number\*
12. MARSS number\*
13. FERPA block\*
14. Sex\*
15. Gender Identity A\*
16. Gender Identity B\*
17. Gender Identity C\*
18. Gender Identity D\*
19. Birthdate\*
20. Racial/ethnic origin\*
21. Detailed racial/ethnic origin A\*
22. Detailed racial/ethnic origin B\*
23. Detailed racial/ethnic origin C\*
24. Detailed racial/ethnic origin D\*
25. American Indian Tribe – enrolled A\*
26. American Indian Tribe – enrolled B\*
27. American Indian Tribe – descended but not enrolled A\*
28. American Indian Tribe – descended but not enrolled B\*
29. American Indian Tribe – descended but not enrolled C\*
30. American Indian Tribe – descended but not enrolled D\*
31. Disabling condition\*
32. First generation\*
33. Veteran/military status\*
34. Citizenship status\*
35. State, province of residence
36. Minnesota county of residence\*
37. Zip code\*
38. Secondary school experience\*
39. Year of high school graduation\*
40. ACT composite score\*
41. High school GPA\*
42. Registration type
43. Student level
44. Tuition type\*
45. Award seeking
46. Major 1\*
47. Major CIP code year\*
48. Award level 1
49. Major 2\*
50. Award level 2
51. Term GPA\*
52. Cumulative GPA\*
53. Unit of instructional measure\*
54. Quarter hour equivalence\*
55. Regular instructional units attempted\*
56. Regular instructional units completed\*
57. Total remedial units attempted\*
58. Total remedial units completed\*
59. Remedial units attempted-math\*
60. Remedial units completed-math\*
61. Remedial units attempted-reading\*
62. Remedial units completed-reading\*
63. Remedial units attempted-writing\*
64. Remedial units completed-writing\*
65. Remedial units attempted-other\*
66. Remedial units completed-other\*
67. Completed college-level math\*
68. Completed college-level English/reading/writing\*
69. Accumulated units\*
70. Transfer instructional units\*

**Awards Conferred**

For each academic year, institutions report the following.

1. Fiscal year
2. Institution code
3. Student last name
4. Student first name
5. Student middle name
6. Social security number\*
7. Institution student number\*
8. FERPA block\*
9. Sex\*
10. Gender Identity A\*
11. Gender Identity B\*
12. Gender Identity C\*
13. Gender Identity D\*
14. Birthdate\*
15. Racial/ethnic origin\*
16. Detailed racial/ethnic origin A\*
17. Detailed racial/ethnic origin B\*
18. Detailed racial/ethnic origin C\*
19. Detailed racial/ethnic origin D\*
20. American Indian Tribe – enrolled A\*
21. American Indian Tribe – enrolled B\*
22. American Indian Tribe – descended but not enrolled A\*
23. American Indian Tribe – descended but not enrolled B\*
24. American Indian Tribe – descended but not enrolled C\*
25. American Indian Tribe – descended but not enrolled D\*
26. State, province of residence
27. Award type
28. Date award conferred
29. Joint award
30. First major
31. Second major
32. Major CIP code year
33. Cumulative debt at graduation\*\*

**Attachment B**

**Minnesota Office of Higher Education**

**Data Suppression Policy for Student Information**

**Purpose**

The purpose of this policy is to ensure the protection of private data on students when releasing summary data about our institutions and students.

Increased attention to education has led to an expansion in the amount of information on students and institutions reported by the Minnesota Office of Higher Education (OHE). Such reports offer a challenge of meeting reporting requirements while also meeting legal requirements to protect each student’s personally identifiable information (Family Educational Rights and Privacy Act [FERPA]) (20 U.S.C. § 1232g; 34 CFR Part 99). Recognizing this, subgroup disaggregation of the data may not be published if the results would yield personally identifiable information about an individual student (or if the number of students in a category is insufficient to yield statistically reliable information). States are required to define a minimum number of students in a reporting group or subgroup required to publish results consistent with the protection of personally identifiable information (34 CFR § 200.7)

**Scope**

This policy applies to all reports generated by OHE, by OHE’s contractors and by third parties working on OHE’s behalf. This policy does not apply to data shared with employees of OHE or contractors of OHE.

**Policy**

OHE may release summary data, including aggregate student counts for all groups including those of less than 10. However, OHE will not release any other information regarding the group.

Other information is defined as information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school (institution) community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Other information may include, but is not limited to: gender, race/ethnicity, disability, citizenship, income and wages, expected contributions, and birth date or birthplace information. Other information also includes aid awarded for the following programs: Postsecondary Child Care Grants, Minnesota Indian Scholarship Program, and State Grant.

OHE will suppress other information for aggregate student counts of less than 10 for the following reasons:

* the information could identify an individual,
* the report will be released to an audience that includes recipients other than individuals to whom OHE may disclose personally identifiable information pursuant to federal or state law, or
* the number of students in a grouping is 100% of all students, or the number of students in a suppressed cell can be derived from existing information.

Individuals and organizations to which OHE discloses information will be directed that its re-disclosure to anyone who is not authorized to receive that information under state and/or federal law is prohibited. Disclosure of data by the Minnesota Office of Higher Education is subject to Minnesota Government Data Practices Act (MGDPA, Minnesota Statutes Chapter 13) and the Family Educational Rights and Privacy Act (34 CFR Part 99.31).

Additionally, any use of education records by another state agency, its employees, agents, or contractors is subject to and shall be consistent with applicable provisions of the Family Educational Rights and Privacy Act (FERPA) and the Minnesota Government Data Practices Act (MGDPA) including, but not limited to, FERPA regulations at 34 C.F.R. § 99.32 through 99.35, regarding recordkeeping, re-disclosure, and destruction of education records.

**Definitions**

* Personally identifiable information (PII): Data that identifies the individual. For the purposes of education records, PII is defined by federal law as information that includes, but is not limited to a student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school (institution) community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; and information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
* Summary Data: Statistical records and reports aggregated from data on individuals in a way that individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

**Classification of Information**

Pursuant to Minn. Stat.§ 13.02, subd. 12 and M.S.136A.162, data on students collected and used by the Minnesota Office of Higher Education are private data on individuals, including data on applicants for financial assistance collected and used by the Minnesota Office of Higher Education for student financial aid programs administered by that office.