

ENROLLMENT DATA SHARING AGREEMENT
Between «InstName» and
the Minnesota Office of Higher Education

The «InstName» is an educational agency or institution subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and 34 C.F.R. 99 (FERPA). The Minnesota Office of Higher Education (OHE) is an educational authority under 34 C.F.R. § 99.31(a)(3)(iv). OHE is authorized by State and Federal laws 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). This Agreement sets forth the conditions and provisions of FERPA and Minnesota Government Data Practices Act (MGDPA) Chapter 13 specifically applicable to OHE in connection with «InstName»'s disclosure of personally identifiable education records (education records) to OHE in furtherance of its statutory responsibilities stated at Minn. Stat. § 136A.01 et seq., and for the Minnesota P-20W Statewide Longitudinal Education Data System (SLEDS) project.

OHE acknowledges and agrees that all education records provided by «InstName» 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 «InstName» and «InstName»'s students to comply with all applicable laws in connection with data provided to OHE by «InstName» under this Agreement.

Pursuant to Minn. Stat. § 136A.01 et seq. and this Agreement, «InstName» shall provide education records to OHE in accordance with the attached Appendix 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 «InstName»'s behalf, as permitted by 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). 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 «InstName».

«InstName» and the OHE specifically understand and agree that education records provided by «InstName» to OHE under this Agreement are subject to the following terms and conditions:

1. «InstName»'s education records shall be disclosed by OHE to its employees, agents or contractors, solely to meet OHE's statutory responsibilities stated at Minn. Stat. § 136A.01 et seq. and for use in SLEDS as further described and limited herein. Any use or disclosure of «InstName»'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.
2. For education records provided to OHE pursuant to 34 C.F.R. § 99.31(a)(6)(i) and 34 C.F.R. § 99.35, the parties agree that OHE research and reporting, including 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 and the SLEDS Data Access and Management Policy.
 - a. OHE shall conduct all research and reporting, including 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.
 - b. 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.
 - c. Permission for release of institution identification pursuant to data shared under this Agreement is granted in the following circumstances:
 - i. Summary data published pursuant to state or federal mandate, including but not limited to Minn. Stat. §136A.121 Subd. 20, and Workforce Innovation and Opportunity Act (WIOA);
 - ii. Summary data approved as part of SLEDS web-based data tools including, but not limited to SLEDS mobile analytics; Graduate Employment Outcomes, published reports (*Getting Prepared 2016*) or other SLEDS branded research products;
 - iii. Summary directory data, including enrollment counts, and awards conferred counts, and
 - iv. 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.
 - d. OHE shall conduct all research and reporting, including SLEDS, in a manner that does not permit personal identification of students by individuals other than representatives of OHE.

- e. 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) or upon termination of this agreement.
- f. The following individual is designated as representative of «InstName» for purposes of granting permission for release under clause 2.

Name: _____

Title: _____

Address: _____

Telephone: _____

- 3. 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 «InstName» that this Agreement does not expressly authorize. These Safeguards will be extended by contract to all subcontractors used by OHE.
- 4. For purposes of this Agreement, a “Breach of the Security of the Data” shall mean unauthorized acquisition of data maintained by a state agency. Good faith acquisition of government data by an employee, contractor, or agent of a state agency for the purposes of the state agency is not a Breach of the Security of the Data, if the government data is not provided to an unauthorized person. “Unauthorized acquisition” means that a person has obtained government data without the informed consent of the individuals or institutions who are subjects of the data or statutory authority and with the intent to use the data for nongovernmental purposes. In the event of a “Breach of the Security of the Data” or possible “Breach of the Security of the Data” involving education records or aggregate and distributional reporting of education records disclosed to OHE by «InstName» pursuant to this Agreement, OHE shall:
 - a. notify the MN.IT Services as described in the Data Breach Preparation and Notification Guideline;
 - b. notify the duly authorized representative of «InstName»;
 - c. notify the Governance Committee for the SLEDS; and

- d. notify any individual whose private or confidential information was, or is reasonably believed to have been, acquired by an unauthorized individual as required by Minn. Stat. § 13.055.
5. OHE shall maintain and utilize appropriate data security protocols, data transfer procedures involving any use, disclosure, re-disclosure, retention and destruction of «InstName»'s education records pursuant to this Agreement.
6. All education records provided by «InstName» and all information from education records provided by «InstName» shall be de-identified by OHE prior to use in the SLEDS as allowed under 34 C.F.R. § 99.31 (b).
 - a. Upon de-identification by OHE of the education records provided by «InstName», OHE may attach a re-identification code to the education record for each individual for the purposes of matching de-identified education records to the source to obtain additional information for education research pursuant to 34 C.F.R. § 99.31(b)(2).
 - b. OHE will not provide any other government agency with personally identifiable information contained in the education records provided by «InstName». Any “matching” of data from another government agency shall be performed by OHE.
 - c. Upon request, OHE shall provide «InstName» with access to the information obtained by matching «InstName»'s education records with data obtained from another state agency as allowed by law.
7. If the U.S. Department of Education determines that OHE has violated an applicable provision of FERPA regarding re-disclosure or the requirement that the education records provided be destroyed when no longer needed for the purposes for which the records were disclosed, then, if required by FERPA, «InstName» may not permit OHE access to personally identifiable information from its education records for at least five years.
8. 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. «InstName» 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 §3.732, et seq., and other applicable Minnesota law.
9. This Agreement may be amended in writing at any time by mutual consent of the parties.
10. Either party may terminate this Agreement for any reason upon 90 days' written notice. Upon termination of this Agreement, OHE will destroy all education

records that «InstName» provided to OHE pursuant to this Agreement when the information is no longer needed for the purposes outlined in the Agreement. Absent termination, this Agreement shall continue in effect for a period of five years from the date of execution by «InstName».

11. This Agreement replaces, supersedes and nullifies any prior agreements between the parties pertaining to «InstName»'s disclosure of personally identifiable education records (education records) to OHE.

Date

Lawrence J. Pogemiller, Commissioner
Minnesota Office of Higher Education

Date

«Salutation» «FirstName» «LastName»
«Title»,
«InstName»

Appendix A

OHE may request from «InstName» the following education records as may be necessary for appropriate purposes pursuant to the attached Agreement:

For each term of enrollment:

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. Gender
13. Birthdate
14. Racial/ethnic origin
15. Disabling condition
16. First generation
17. Veteran/military status
18. Citizenship status
19. State, province of residence
20. Minnesota county of residence
21. Zip code
22. Secondary school experience
23. Year of high school graduation
24. ACT composite score
25. Registration type
26. Student level
27. Enrollment status
28. Tuition type
29. Award seeking
30. Major 1
31. Major CIP code year
32. Award level 1
33. Major 2
34. Award level 2
35. Unit of instructional measure
36. Quarter hour equivalence
37. Regular instructional units attempted
38. Regular instructional units completed
39. Total remedial units attempted
40. Total remedial units completed

41. Remedial units attempted-math
42. Remedial units completed-math
43. Remedial units attempted-reading
44. Remedial units completed-reading
45. Remedial units attempted-writing
46. Remedial units completed-writing
47. Remedial units attempted-other
48. Remedial units completed-other
49. Accumulated units
50. Transfer instructional units
51. MARSS number

For each award conferred:

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. Gender
9. Birthdate
10. Racial/ethnic origin
11. State, province of residence
12. Award type
13. Date award conferred
14. Joint award
15. First major
16. Second major
17. Major CIP code year

«InstName» may at its discretion utilize a code of “Not Applicable” for enrollment or awards conferred data that is not available, not collected by «InstName», or not disclosed by «InstName» pursuant to institutional policies, for the following education records:

1. Social security number
2. Gender
3. Birthdate
4. Racial/ethnic origin
5. Disabling condition
6. Citizenship status
7. Award seeking
8. Registration type
9. Major 1
10. Major CIP code year
11. Major 2

12. Secondary school experience
13. Year of high school graduation
14. Tuition type
15. Unit of instructional measure
16. Quarter hour equivalence
17. Regular instructional units attempted
18. Regular instructional units completed
19. Total remedial units attempted
20. Total remedial units completed
21. Remedial units attempted-math
22. Remedial units completed-math
23. Remedial units attempted-reading
24. Remedial units completed-reading
25. Remedial units attempted-writing
26. Remedial units completed-writing
27. Remedial units attempted-other
28. Remedial units completed-other
29. Accumulated units
30. Transfer instructional units

Upon request, «InstName» 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.