

Minnesota Department of Employment and Economic Development Data Sharing Agreement

This agreement is between the Minnesota Department of Employment and Economic Development, and the Minnesota Office of Higher Education.

Purpose of Agreement

Minnesota has been awarded a Statewide Longitudinal Data System (SLDS) grant from the US Department of Education to build a data system that combines individual-level data of preK-12 students, postsecondary participants, workforce program participants, and Minnesota's workforce. This combined data set is to be used for program improvement, system evaluation, and research with only summary-level data being released. The Minnesota Department of Education (DOE) received the grant and is taking the lead on developing the data warehouse. The Minnesota Office of Higher Education (OHE) and the Department of Employment and Economic Development (DEED) are supporting agencies as providers of subject matter experts (SMEs), researchers, and data. This is an early limited prototype to explore the feasibility of a larger scale outcomes project through the state's Statewide Longitudinal Education Data System (SLEDS).

Recitals

1. *Under Minn. Stat. § 116J.035 subd. 6 DEED is empowered to enter into income contracts.*
2. *Under Minn Stat § 268.19 Unemployment Insurance (UI) data is designated as private data on an individual and nonpublic data not on individuals.*
3. *Under Minn Stat § 13.47 Employment and Training data is private data on individuals and can be shared among employment and training providers*
4. *Under Minn Stat § 13.05 subd 7 DEED and OHE can allow another entity to produce summary data from non-public data*
5. *Under 20 CFR part 603 UC Confidentiality and Disclosure governs the disclosure of DEED wage and employer data*
6. *DEED represents that it is duly qualified and agrees to provide the services described in this contract.*
7. *Under Minn. Stat. § 13.02, subd. 12, data on students collected and used by the Minnesota Office of Higher Education are private data on individuals.*
8. *Federal law further permits this agreement. OHE is a state 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). For education records provided for the SLEDS Project pursuant to 34 C.F.R. § 99.31(a)(6)(i), the parties agree that the SLEDS Project will provide educators and policymakers with more comprehensive data and analysis from which to make informed decisions leading to educational improvement at all levels.*

General Provisions

DEED will provide a set of individual-level UI wage, employer, and workforce participant data to OHE for matching to postsecondary data. OHE will provide postsecondary fall enrollment and annual completers data to DEED for matching to wage data. Analysis will be limited to areas of research determined by the SLEDS Research committee.

DEED agrees to use reasonable efforts to ensure that the data provided is accurate. However, OHE acknowledges that the information provided by DEED under the terms of this Agreement may contain inaccuracies because of errors made by employers in their reports to DEED, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

Additionally any use of education records by DEED, 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. Specifically DEED agrees to:

1. Use the data only for the specific purpose requested in this agreement, and not re-disclose the data for any other purpose, except those required by law.
2. Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored.
3. Ensure that any disclosure of summary data does not permit identification of individual institutions providing the education records of individuals other than representatives of DEED except where permission for release is granted by OHE and the institution.
4. Ensure that any disclosure of summary data does not permit personal identification of parents or students by individuals other than representatives of DEED.
5. Destroy the data, according to procedures, if any, specified by DEED, when the project is completed, as required by 34 C.F.R. 99.31(a)(6)(ii).

Contract

1 Term of Contract

Effective date: November 1, 2012 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

Expiration date: December 31, 2013 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Duties

DEED will, in general:

- Provide individual-level data from UI wage and employer and workforce program's participation records.
- Provide data for calendar years 2011 and 2012
- Create and maintain secure method for transmission of data (ie, Secure WebDAV site)
- Provide data dictionary on wage, employer, and workforce data
- Train all DEED staff with access to merged data on the rules of use and privacy requirements of this data
- Use merged file for analysis as determined by SLEDS project
- Use merged data only as provided in this agreement
- Disclose only summary data
- Ensure the security of the data is maintained at all times
- Destroy data as appropriate

OHE will, in general:

- Provide individual-level postsecondary student data,
- Data will include fall enrollment and annual completers dataset as it becomes available
- Provide data dictionary on postsecondary data

- Ensure the security of the data is maintained at all times
- Use merged file for analysis as determined by SLEDS project
- Use merged data only as provided in this agreement
- Disclose only summary data
- Train all OHE staff with access to merged data on the rules of use and privacy requirements of this data
- Maintain file of signed and DEED-approved data responsibility statements on all staff and contractors with access to DEED data

See Data Dictionary for field level data and table structures.

3 Payment

Compensation for this work will be from SLDS funds through the MN Department of Education.

4 Authorized Representatives

DEED's Authorized Representative is Deb Serum, DEED Data Practices Coordinator, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7193, Deb.Serum@state.mn.us or her successor.

OHE's Authorized Representative is Meredith Fergus, Policy Analyst, 1450 Energy Park Drive, Suite 350, Saint Paul, MN 55108, 651-259-3963, Meredith.Fergus@state.mn.us or her successor.

5 Amendments, Waiver, and Contract Complete

5.1 Amendments

Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

5.2 Waiver

If DEED fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 Contract Complete

This contract contains all negotiations and agreements between DEED and OHE. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Government Data Practices

OHE and DEED must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by OHE and DEED under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either OHE or DEED.

Data and information provided by OHE and DEED will not be shared with a third party. If OHE or DEED receives a request to release the data referred to in this Clause, the recipient must immediately notify the other agency. The agency providing data will give the other agency instructions concerning the release of the data to the requesting party before the data is released.

Information, regardless of format, will be stored and processed in such a way that prevents unauthorized access, including remote access. Employees and contractors of OHE and DEED will be informed of the sensitive nature of the information and proper handling and safeguard procedures.

They will be instructed as to the consequences of improper use and will attest in writing to the policies and procedures regarding confidentiality of the data they receive from OHE and DEED.

The data supplied by DEED and OHE will only be used for the agreed upon purpose and will be destroyed at the end of the project. If there is a breach in security of the data, OHE and DEED will notify the other agency immediately, assume responsibility for any remedial action, and pay all costs associated with mitigation.

Additionally, OHE is required to abide by rigorous procedures to protect the confidentiality of data and to ensure that all confidential UI information will be safeguarded, as required by 20 CFR (Code of Federal Regulations) 603.9, against unauthorized access or re-disclosure. Specifically OHE agrees to:

1. Use the data only for the specific purpose requested in this agreement, and not re-disclose the data for any other purpose, except those required by law.
2. Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored.
3. Make the data accessible only to those OHE staff who require the data in the official performance of their job duties. All data will be kept in the strictest confidence and will be made available to OHE staff on a "need-to-know" basis.
4. Instruct all staff with access to the data on the confidentiality requirements of this Agreement, the applicable Federal and State confidentiality requirements, and the sanctions specified by State law for unauthorized disclosure of information. Sign an acknowledgement that all personnel with access to the information will be so instructed.
5. Transmit the data by a secure method and encrypt all personally identifiable information (PII) during receipt, transmission, storage, maintenance, and use.
6. Notify DEED of any breach of security or system changes (hardware or software).
7. Destroy the data, according to procedures, if any, specified by DEED, when the project is completed, with the exception of public use data files, which will be stripped of all personal identifiers.
8. Maintain a system sufficient to allow an audit of compliance with these safeguard provisions.
9. Give access to DEED for on-site inspection to make sure that the requirements of the State's law and this Agreement are met. Such inspections shall be the sole expense of OHE.
10. Adhere to subsequent U.S. Department of Labor and State guidelines on data handling during all phases of the project.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the DEED Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, sub d. 5, OHE's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by DEED and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years. OHE's data handling and security processes and procedures are also subject to audit.

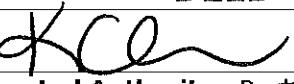
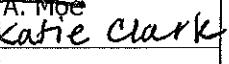
10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

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

12 Contract Signatures

Office of Higher Education	DEED
By: 	By: 
Delegated Authority: Larry Pogemiller	Delegated Authority: Paul A. Moe 
Title: Director	Title: Deputy Commissioner
Date: 10/29/12	Date: