

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

The «Institution» 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 «Institution»'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-20 Statewide Longitudinal Education Data System (SLEDS) project.

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

Pursuant to Minn. Stat. § 136A.01 et seq. and this Agreement, «Institution» 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 «Institution»'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 «Institution».

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

1. «Institution»'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 «Institution»'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 for SLEDS pursuant to 34 C.F.R. § 99.31(a)(6)(i), the parties agree that 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 OHE shall conduct 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; and OHE shall conduct SLEDS in a manner that does not permit personal identification of parents or students by individuals other than representatives of OHE, and the information must be destroyed when no longer needed for the purposes of SLEDS, as required by 34 C.F.R. 99.31(a)(6)(ii).

The following individual is designated as representative of «Institution» 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 the Minnesota Office of Enterprise Technology that prevent any collection, use or disclosure of, or access to electronically maintained or transmitted education records received from or on behalf of «Institution» 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 «Institution» pursuant to this Agreement, OHE shall:

- a. notify the Minnesota Office of Enterprise Technology as described in the standard (Enterprise Information Security Incident Management Standard 2010-01);
- b. notify the duly authorized representative of «Institution»;
- 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. The SLEDS Governing Board will approve in advance data security protocols, data transfer procedures and research and evaluation proposals involving any use, disclosure, re-disclosure, retention and destruction of «Institution»'s education records for this project.

6. All education records provided by «Institution» and all information from education records provided by «Institution» shall be de-identified by OHE prior to inclusion in the SLEDS as required by 34 C.F.R. § 99.31 (b). Upon de-identification by OHE of the education records provided by «Institution», 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). OHE will not provide any other government agency with personally identifiable information contained in the education records provided by «Institution». Any “matching” of data from another government agency shall be performed by OHE. Upon request, OHE shall provide «Institution» with access to the information obtained by matching «Institution»'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, «Institution» 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. «Institution» 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 except that any such amendment shall not be effective unless and until the duly authorized representative of the following institutions have agreed to such amendment: the Minnesota State Colleges and Universities, the University of Minnesota, member institutions of the Minnesota Private College Council, and member institutions of the Minnesota Career College Association.

10. Either party may terminate this Agreement for any reason upon 90 days' written notice. Upon termination of this Agreement, OHE will return or destroy all education records that «Institution» provided to OHE pursuant to this Agreement when the information is no longer needed for the purposes for which the SLEDS was created, which period shall not exceed ten (10) years. Absent termination, this Agreement shall continue in effect for a period of five years from the date of execution by «Institution».

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

Date

Dr. Sheila Wright, Director
Minnesota Office of Higher Education

Date

«Salutation» «PresFirstName» «PresLastName»
«PresTitle»,
«Institution»,

Appendix A

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

1. Full name
2. Social security number
3. Gender
4. Birth date
5. Racial/ethnic origin
6. Place of permanent residence by state/territory and county (if Minnesota)
7. Minnesota postsecondary institution
8. Institution student identification number
9. Tuition category (resident, non-resident, reciprocity)
10. Secondary school completion status
11. Minnesota high school and year of graduation
12. Transfer institution
13. Student type (regular or extension)
14. Student level (freshman, sophomore, etc)
15. Units of instruction and quarter-hour equivalence (regular, extension, accumulated, remedial, and transfer)
16. Disability category
17. Citizenship status
18. Postsecondary degree seeking status
19. Registration or administrative status
20. Enrollment status (full- or part-time)
21. Major(s) or program of study
22. Formal academic degree or award and date awarded
23. MARSS Student ID Number
24. Degree/certificate (yes/no)
25. Advanced standing credits granted for new students
26. Major 1 (program code of 1st major)
27. Major 2 (program code of 2nd major)

«Institution» may at its discretion utilize a code of “Not Applicable” for data that is not available, not collected by «Institution», or not disclosed by «Institution», for the following education records:

1. Social security number
2. Gender
3. Birthdate
4. Racial/ethnic origin
5. Place of permanent residence by state/territory and county (if Minnesota)
6. Tuition category (resident, non-resident, reciprocity)

7. Minnesota high school and year of graduation
8. Transfer institution
9. Units of instruction and quarter-hour equivalence (regular, extension, accumulated, remedial, and transfer)
10. Disability category
11. Citizenship status
12. Postsecondary degree seeking status
13. Registration or administrative status
14. Major(s) or program of study
15. MARSS Student ID Number
16. Major 1 (program code of 1st major)
17. Major 2 (program code of 2nd major)