

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WEST VIRGINIA DEPARTMENT OF
EDUCATION, THE WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION, AND THE
COMMUNITY AND TECHNICAL COLLEGE SYSTEM OF WEST VIRGINIA**

This Memorandum of Understanding (MOU) is made and entered into by and between the West Virginia Department of Education (WVDE), the West Virginia Higher Education Policy Commission (Commission), and the West Virginia Council for Community and Technical College Education (Council) in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA) and its implementing regulations in 34 Code of Federal Regulations (C.F.R.) Part 99; the Protection of Pupil Rights Amendment (PPRA); the West Virginia Student Data Accessibility, Transparency, and Accountability (Student DATA) Act (West Virginia Code §18-2-5h); West Virginia Board of Education (WVBE) Policy 4350 (Procedures for the Collection, Maintenance and Disclosure of Student Data) and all other applicable state and federal regulations relating to the privacy and security of student educational records and information.

West Virginia is committed to establishing and maintaining a “longitudinal student unit record data system that educators and policymakers can use to analyze and assess student progress” as stated in West Virginia Code §18B-1D-10. The Legislature in that section has further directed the “commission, council and State Board of Education to enter into a state compact, consistent with the provisions of section six of this article ... to develop and maintain a longitudinal education data system and to share educational information.”

PURPOSE – The purpose of this MOU is to establish the processes, stipulations and procedures concerning transfer, access, ownership, usage, privacy and security of student data transferred into and utilized in the West Virginia P20W Statewide Longitudinal Data System (herein referred to as SLDS).

WHEREAS, the Legislature in West Virginia Code §18B-1D-4(c) has directed the Commission and Council to ensure “that data systems collect the essential information state-level policymakers need to answer key policy questions to fulfill the purposes of the accountability system established pursuant to this article and section one-a, article one of: Chapter 18B of the West Virginia Code;

WHEREAS, the Legislature in that section further directed a collaboration with public education to “establish policies to link existing pre-K, K-12, higher education and teacher data systems to enable tracking of student progress and teacher performance over time”;

WHEREAS, the information obtained from the SLDS will support the legislation set forth in that section, which has directed the Commission and Council responsible for “ensuring that reports provide data analyses to determine if students entering the public higher education systems are prepared for post-secondary education and if students obtaining degrees, certificates or other credentials are prepared to pursue careers or to continue their education”;

WHEREAS, the Legislature in West Virginia Code §18B-1D-5(c) has made the Commission and Council responsible for developing “a strategy for cooperation and collaboration with the State Board of Education and State Department of Education, state institutions of higher education, the counterpart

state coordinating board and other relevant education providers to assure that a comprehensive and seamless system of education is developed and implemented for West Virginia”;

GOVERNANCE

All parties agree to the establishment of the standard governance components to ensure full collaboration from all involved agencies as well as legislative support including:

- Establishment of a formal governance model that defines the hierarchy of the governance structure and the procedures that will facilitate day-to-day management and ensure compliance with state objectives and legislative requirements.
- Establishment of a formal data governance policy that establishes decision-making authority, policies, procedures, and standards regarding data security, privacy protection, data inventories, management, quality control, access, dissemination, as well as ongoing compliance monitoring. This includes the formation of data governance committee, identification of data stewards and overall coordination.

DATA

Ownership and accountability of and for the data continue to reside within the respective agency. The signing of this MOU in no way negates the original agency data ownership and responsibility. It is anticipated that the SLDS will collect and maintain student educational data consisting of the following:

WVDE

- Student enrollment data including academic year, Social Security Number (where available), full name, date of birth, West Virginia Education Information System (WVEIS) student ID number, district code, school code, gender, race and ethnicity, disability status, socioeconomic status, homeless status, English Language Learner (ELL) status, grade level, primary language, attendance rate, cumulative credit hours, cumulative GPA, career cluster, PROMISE qualifying status, and diploma earned indicator.
- School data including district code, school code, school type code, school name, Community Eligibility Provision (CEP) participating school indicator, GEAR UP participating school indicator, and city name;
- Course data including academic year, district code, school code, subject, course code (four digit course code plus 5th and 6th position course code identifiers), course title, STEM indicator, core content indicator, remedial/transition course indicator, AP indicator, virtual indicator, dual enrollment indicator, International Baccalaureate (IB) indicator, honors indicator, Earn a Degree—Graduate Early (EDGE) indicator;
- Transcript data including academic year, WVEIS student ID, district code, school code, grade level, course code, credit earned, credit attempted, course grade;
- Test data including academic year, WVEIS student ID, test code, test name, content area, accommodation provided indicator, and proficiency indicator;

The Commission & Council

- Institution data including Institution code, name, type, campus code, campus name, city, county, zip code, and location code;

- Institutional calendar data including institution code, academic year, semester code, semester name, start date, and end date;
- Course data including institution code, academic year, course level code, subject, department, course Classification of Instructional Programs (CIP), course index number, course title, credit hours, type of credit, delivery method, developmental code, semester code, first English indicator, first math indicator, dual credit indicator, and non-traditional delivery percentage;
- Degree Inventory data including institution code, academic year, award name, award level, award level name, award type, start date, end date, and STEM indicator;
- Applicant data including academic year, semester code, institution code, Applicant Social Security Number, full name, gender, race, ethnicity, citizenship, country, state, county, residency for fees code, program code, decisions status, applicant level, type of registration, American College Testing (ACT) scores, Scholastic Assessment Test (SAT) scores, high school code, prior institution, and transfer hours;
- Student enrollment data including academic year, semester code, institution code, campus code, Student Social Security Number, full name, date of birth, gender, race, ethnicity, citizenship, participation status, student level, country, state, county, cumulative credit hours, cumulative GPA, first time freshman indicator, PROMISE flag, type of registration, program code, English deficiency, career technical flag, United States armed services indicator, residency for fees code, college ready English, college ready math, and college ready reading;
- Student test data including academic year, semester code, institution code, Student SSN, test name, test component name, score type, and assessment value;
- Student transcript data including academic year, semester code, institution code, Student SSN, course index number, grade, credit hours earned, credit hours attempted, and providing institution;
- Student award data including academic year, semester code, institution code, Student SSN, cumulative credit hours, cumulative GPA, program code, institution credit hours attempted, institutional credit hours earned, and other hours earned;
- Financial aid data including academic year, institution code, Student SSN, award amount, award type, award program, and need amount;
- Teacher data including academic year, semester, institution, campus, Teacher Social Security Number, full name, date of birth, gender, race, ethnicity, degree attainment level, and employment status

The information obtained from the SLDS will be used for the purpose of assessing educational outcomes, evaluating federal and state supported educational programs, policies and procedures, complying with both state and federal legal requirements related to these programs and fulfilling legislative requests as needed. Additional elements may need to be incorporated. These elements will be added using the procedures set forth in the modification and/or amendments section of this document.

SECURITY AND CONFIDENTIALITY OF DATA

All parties hereby agree to the transfer, use, access, disclosure and maintenance of data in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined and stipulated by FERPA (20 U.S.C. §1232g), and its implementing regulations in 34 Code of Federal Regulations (C.F.R.) Part 99; the PPRA; the West Virginia Student DATA Act (West Virginia Code

§18-2-5h), WVBE Policy 4350 and all other applicable state and federal regulations relating to the privacy and security of student educational records and information.

All parties further agree to securely transfer information to the West Virginia Network for Educational Telecomputing (WVNET). Securely transferring information means adhering to the State privacy guidelines, established by the West Virginia Office of Technology. Authorized WVNET staff will match individuals' records that may exist across agencies' contributed information in the P20W SLED, strip all personally identifiable information (PII), and assign each record a new unique P-20 SLED identifier. At no point during the data transfer and matching process shall any party contributing information have access to PII provided by another agency.

The confidentiality of any and all data under this MOU shall survive the termination or expiration of the MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored or transmitted under this MOU, all parties shall agree to the development of detailed policies and procedures surrounding data privacy, security, use, access, and applicable destruction methods. Furthermore, all parties agree to the establishment of a system of safeguards that will at minimum include the following:

- Procedures and systems shall be established to ensure that all data are kept in a secured facility mutually agreed upon by all agencies;
- Access to data and systems shall be limited to those personnel explicitly authorized to have access to said data under this MOU;
- All persons authorized to access the SLDS must have on file a signed Data Access Agreement approved by an authorized agency representative prior to accessing the system;
- Password policies and procedures shall be developed and implemented that:
 - o Utilize current best practices
 - o Require updating on a regular agreed upon schedule; and
 - o Follow current best practices concerning audits and reviews.
- Procedures and systems shall be developed and implemented to ensure that all data are maintained in a secure manner that prevents interception, diversion, or other unauthorized access;
- Procedures shall be developed and implemented to ensure full compliance with FERPA, PPRA, the WV Student DATA Act, and all other state and federal regulations related to the privacy and security of student educational records and information;
- Operational procedures shall be developed and implemented to ensure that unauthorized access or data breaches are handled and reported appropriately as agreed upon by all agencies; and
- Back-up procedures and schedules shall adhere to current best practices;
- Data destruction measures shall be developed to include reasoning and methods utilized.

All methods employed are subject to review and approval by all parties.

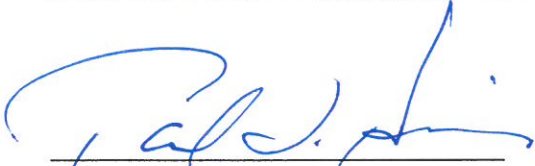
MODIFICATION AND/OR AMENDMENTS: This MOU may be amended or modified with mutual consent from all parties. Any modifications or amendments shall be made in writing, clearly stating the

modifications, additions or omissions and shall be signed by an authorized representative from each agency prior to taking affect and duly executed. The parties further agree to amend this MOU to the extent amendments are required by an applicable law, policy or regulation issued by an appropriate regulatory authority.

TERMS OF AGREEMENT: Each person signing this on behalf of their respective agency represents that he or she has authority to sign on behalf of the respective agency and therefore binds the respective agency to the stipulations expressed in this MOU.

This Agreement shall take effect upon completion of signatures by the duly authorized representatives of the parties to this Agreement, will be reviewed annually, and shall expire only upon mutual agreement by all parties or by Legislative order, whichever occurs first.


West Virginia Higher Education Policy Commission



Chancellor

Date: 02.01.16

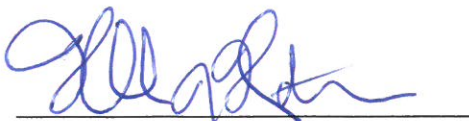
West Virginia Council for Community and Technical College Education



Chancellor

Date: 11/21/14

West Virginia Department of Education



Superintendent of Schools

Date: 2/9/16