

### THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN

The West Virginia Department Of Education (WVDE), The West Virginia Higher Education Policy Commission (Commission), And The Community And Technical College System Of West Virginia (Council)

This Third Amendment (Amendment) to the Memorandum of Understanding (MOU) is entered into between the WVDE, Commission, and Council. The WVDE, Commission, and Council entered into a MOU finalized on February 4, 2016 and wish to amend the MOU as set forth below.

**PURPOSE:** The purpose of this amendment is to permit authorized staff of HEPC to carry out the responsibilities of the West Virginia Network for Educational Telecomputing (WVNET).

**NOW THEREFORE,** the WVDE, the Commission, and Council hereby stipulate and agree to the following amendment:

The second paragraph of the section titled “**SECURITY AND CONFIDENTIALITY OF DATA**” will be amended as follows.

- All parties further agree to permit authorized staff of HEPC to carry out the responsibilities of ~~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~~ HEPC 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. HEPC shall destroy the files and communicate the destruction to the WVDE. At no point during the data transfer and matching process shall any party contributing information have access to PII provided by another agency other than as described in this paragraph.

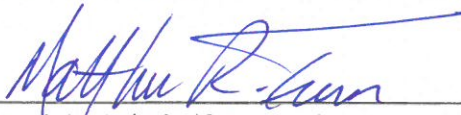
This amendment is made in accordance with the **MODIFICATION AND/OR AMENDMENTS** section of the Memorandum of Understanding between the WVDE, the Commission, and Council, finalized February 4, 2016.

This MOU amendment shall take effect upon completion of signatures by the duly authorized representatives of the parties to this Agreement.

Except as set forth in this amendment, the MOU is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the MOU or any earlier amendment, the terms of this amendment will prevail.

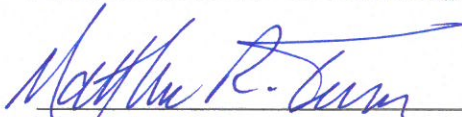
**TERMS OF AGREEMENT:** Each person signing this amendment on behalf of their respective agency represents that he or she has authority to sign on behalf of the respective agency and therefore binds the respective agency to the stipulations expressed in this MOU amendment.

**West Virginia Higher Education Policy Commission**

  
\_\_\_\_\_  
*Commission Authorized Representative*


Date: 5/15/19

**Community and Technical College System of West Virginia**

  
\_\_\_\_\_  
*Council Authorized Representative*

Date: 5/15/19

**West Virginia Department of Education**

  
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*WVDE Authorized Representative*

Date: 5/15/19