

MEMORANDUM OF UNDERSTANDING
BY AND AMONG

US Virgin Islands Department of Education
University of the Virgin Islands
US Virgin Islands Department of Labor
US Virgin Islands Department of Health
US Virgin Islands Department of Health and Human Services
US Virgin Islands Department of Personnel
US Virgin Islands Department of Finance
US Virgin Islands Department of Justice

This **MEMORANDUM OF UNDERSTANDING** (herein referred to as "MOU") made the _____ day of _____, 2012, in the Territory of the U. S. Virgin Islands by and among the U.S. Virgin Islands Department of Education ("VIDE") whose address is 1834 Kongens Gade, St. Thomas, V.I. 00802, the University of the Virgin Islands ("UVI") whose address is "ADDRESS", St. Thomas, V.I. 00802, the US Virgin Islands Department of Labor ("DOL") whose address is "ADDRESS", St. Thomas, V.I. 00802, US Virgin Islands Department of Health ("DOH") whose address is "ADDRESS", St. Thomas, V.I. 00802, US Virgin Islands Department of Human Services ("DHS") whose address is "ADDRESS", St. Thomas, V.I. 00802, US Virgin Islands Department of Personnel ("DOP") whose address is "ADDRESS", St. Thomas, V.I. 00802, and the US Virgin Islands Department of Finance ("DOF") whose address is "ADDRESS", St. Thomas, V.I. 00802 Department of Justice ("DOJ") whose address is "ADDRESS", US Virgin Islands Board of Education ("VIBOE") whose address is "ADDRESS". All above are herein collectively referred to as "The Executive Council" or "Parties").

WHEREAS, The Executive Council, agrees to share early childhood, student, workforce and health data via the Virgin Islands Virtual Information System (VIVIS) P-20 State Longitudinal Data Warehouse (SLDS) as an **administrative unit within the VIDE, Office of Planning, Research and Evaluation**, to track participation, performance and improve success throughout the public education and career pipeline; and

WHEREAS, The Executive Council will coordinate the sharing of early childhood, student, workforce, and health data concerning students who attend, or have attended VIDE schools, and who have or are attending UVI by: 1) facilitating the transfer of student and workforce data from The Executive Council, and 2) ensuring the confidentiality of records and that the Partner's use of student data is consistent with FERPA, health data consistency with HIPAA, and the use of workforce data consistent with USVI labor statutes and other applicable laws and regulations; and

WHEREAS, The Executive Council wishes to conduct research to evaluate and improve their respective educational, workforce training, and employment programs through the analysis of demographic, student and wage data concerning public education students who have attended an Early Childhood, VIDE and/or UVI institution, or who are now attending a VIDE and/or UVI institution; and

WHEREAS, it is necessary for The Executive Council to share student and labor data for the purpose of verifying student and employment status, evaluating and analyzing their respective educational and training programs and reporting to funding agencies (e.g. the Territorial and Federal Governments, or private foundations) as provided herein; and

NOW THEREFORE, the Parties hereto do covenant and agree as follows:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to enable the sharing of data to support research that will improve the educational and workforce outcomes for the citizens of the US Virgin Islands. The Executive Council recognizes that identifying specific research and evaluation questions is critical in order to determine appropriate access to data. The Data Governance Executive Council will consist of representation by the Partners and meet on a quarterly basis, at a minimum. The Executive Council will establish a *Data Governance Steering Committee* that will determine protocols to assess proposed research questions that inform educational and workforce outcomes and policies, as well as to approve requests for access to data provided by VIDE, UVI, DOL, DOH, DHS, DOP, DOF, DOJ and VIBOE based on institutional and role-based affiliation.

In order to research questions posed by the Executive Council, VIDE, UVI, DOL, DOH, DHS, DOP, DOF, DOJ and VIBOE require access to individual student and workforce records. The exchange and merging of data and the de-identification of student level records will enable educational and workforce related research for research, evaluation and audit purposes based on the merged database.

The Executive Council enters into this MOU in order to develop a common understanding that all of the Partners to this MOU wish to comply with individual privacy interests and confidentiality rights to whom the data applies. To avoid the inappropriate use of data, The Executive Council agrees to share data in a manner that safeguards the confidentiality of student data as defined by the federal Family Educational Rights and Privacy Act ("FERPA"), workforce data as provided by the USVI Labor Statutes (?) and/or the USVI Administrative Rules (?), Health data as defined by the federal Health Insurance Portability and Accountability Act ("HIPPA"), and any other applicable laws and regulations. The Executive Council agrees that the data will be used for educational research for the purpose of improving instruction, and that data will be reported in aggregate format rather than at the individual student level.

The Executive Council agrees that if issues/concerns arise with respect to the transmittal or use of data, The Executive Council, through the *Data Governance Steering Committee* will address and resolve the issue(s) utilizing resources available to the Committee. Until an agreement is reached, the data in question will not be utilized and/or transmitted.

II. TERM

This Agreement is effective upon the date last signed and executed by the duly authorized representatives of the parties to this Agreement, will be reviewed annually by the Executive Council, and shall remain in full force and effect until such time as The Executive Council agrees to amend or terminate this Agreement in accordance with the Termination clause herein.

III. SCOPE OF AGREEMENT

The Executive Council agrees to the following:

1. De-identifying Student Level Data

FERPA as amended in 2008, under 34 CFR Section §99.31 (b) De-identified Records and Information recognizes that an educational agency or institution, may release de-identified student level data from education records for the purpose of education evaluation, audit and

research by attaching a code to each record, provided that the following conditions are met. The Executive Council agrees that:

- a. The educational agency or institution will not disclose any information on how it generates and assigns a record code, or that would allow a recipient to identify a student based on a record code;
- b. The record code is used for no purpose other than identifying a de-identified record for purposes of education research and cannot be used to ascertain personally identifiable information about a student;
- c. The record code is not based on a student's social security number or any other personal information; and
- d. VIVIS will coordinate the matching and de-identification of student-level records in order to protect the confidentiality and privacy of individual students.

2. Student and Workforce Data Sharing

The Executive Council shall share student and workforce data, which shall be provided at least annually, consistent with the dates agreed to by The Executive Council. Said data shall be provided in the manner and form agreed to by the designated representatives from The Executive Council. Under the guidance of the *Data Governance Steering Committee*, The Executive Council will establish data coding, and formatting and cleaning protocols. The Executive Council is responsible for data cleaning as specified by data coding and formatting and procedures. Data uploads will occur as established by a time line that is mutually determined by The Executive Council. The exchange of confidential data between the VIDE, UVI, DOL, DOH, DHS, DOJ and VIBOE to the VIVIS P-20 SLDS will be done via a secured data transfer mechanism, and will be subject to a separate written agreement requiring compliance with all applicable federal and state laws.

The general types of data to be shared consists of demographics, graduation and diploma information, program/major, student transcript records, student test scores (e.g. Scholastic Achievement Test, USVI State Assessment, placement test scores), employment history, and other data as specified and agreed upon by partner representatives, through the *Data Governance Steering Committee*.

The use and distribution of the data will be determined by The Executive Council.

3. Approved Uses of Data

- a. **Matching of the Data to the Correct Person:** Personally identifiable student and unemployment records that are matched upon the agreement on behalf of the Executive Council, are limited to satisfying, or contributing to evaluation, research and reporting requirements related to student educational or workforce outcome measures that must be specified in advance and approved by the *Data Governance Steering Committee*.
- b. **Redaction of Identifiable Information after Matching:** Once matched, personal identifiers, such as identification numbers assigned by VIDE, UVI, DOL, DOH, DHS, DOJ, VIBOE and social security numbers will be removed from all student- and worker-level data in order to ensure the confidentiality of all records. Data will be de-identified as specified by Item I De-identifying student level data. Once de-identified, the confidentiality of code source shall be strictly adhered to.

4. Confidentiality of Data

The Executive Council shall maintain the confidentiality of any and all data shared under this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this 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, the entities shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all data are kept in secured facilities and access to such data is limited to personnel who are authorized to have access to said data under this MOU.
- b. All MOU Executive Council, their staff and/or faculty at the participating state agencies involved in receiving, handling, transmitting, and processing data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student and unemployment insurance data that contain personally identifiable information.
- c. Procedures and systems shall be developed and implemented and shall require the use of secured passwords to access computer databases used to process, store, or transmit student or workforce data provided under this MOU.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit student data provided under this MOU.
- e. Procedures and systems shall be developed and implemented that ensure that all confidential student data processed, stored, transmitted under this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said student or unemployment insurance data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that FERPA, HIPAA, and USVI law relating to the privacy rights of students' educational records insofar as such laws are applicable to the parties to this MOU are complied with
- g. The operational procedures and systems developed and implemented shall provide contingencies to ensure that unauthorized access to personally identifiable information is reported appropriately.

IV. ENTIRE AGREEMENT

This Agreement, consisting of seven (7) pages, represents the entire and integrated agreement between the Parties and supersedes all prior, contemporaneous, negotiations, representations and agreements, whether written or oral.

V. TERMINATION

Either party shall have the right to terminate this MOU by delivering sixty (60) days written notice to all other parties specifying the date of termination. All data which is developed, prepared, or assembled prior to the effective date of termination shall be delivered to the respective educational institution.

VI. EXECUTION

Each person signing this MOU on behalf of its Executive Council agency represents that he or she has authority to sign on behalf of and to bind such agency.

VII. NOTICE

Any notice required to be given by the terms of this Memorandum of Understanding shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

La Verne Terry, Ed.D., Commissioner
Virgin Islands Department of Education
Department of Education
1834 Kongens Gade
St. Thomas, Virgin Islands 00802-6746

University of the Virgin Islands

US Virgin Islands Department of Labor

US Virgin Islands Department of Health

US Virgin Islands Department of Health and Human Services

US Virgin Islands Department of Personnel

US Virgin Islands Department of Finance

US Virgin Islands Department of Justice

US Virgin Islands Board of Education

VIII. ASSIGNMENT

None of the signatories to this MOU or the state agencies he or she represents may assign their rights, duties, or obligations under this MOU, either in whole or in part.

IX. SEVERABILITY

If any paragraph or provision of this MOU are determined to be invalid, the paragraph or provision shall be stricken; however, the entire document shall remain binding and in full effect.

X. MODIFICATION AND AMENDMENTS

This MOU may be amended or modified at any time by mutual agreement in writing of the Executive Council to this MOU. The Executive Council further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority, if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to The Executive Council are implemented which materially affect the intent of the provision of this MOU, The Executive Council through their authorized representatives shall meet within a reasonable period of time, to confer regarding the matter.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates as indicated below.

WITNESSES:

AGENCIES:

US Virgin Islands Department of Education

La Verne Terry, Ed.D.
Commissioner

Date

University of the Virgin Islands

President

Date

US Virgin Islands Department of Labor

Commissioner

Date

US Virgin Islands Department of Health

Commissioner

Date

US Virgin Islands Department of Human Services

Commissioner

Date

US Virgin Islands Division of Personnel

Commissioner

Date

US Virgin Islands Department of Finance

Commissioner

Date

US Virgin Islands Department of Justice

Attorney General

Date

US Virgin Islands Board of Education

Executive Director

Date

APPROVED:

JOHN P. DE JONGH, JR.
GOVERNOR OF THE VIRGIN ISLANDS

Date

APPROVED FOR LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE:

Date