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WYOMING ATTORNEY
GENERAL'S OFFICE

APR 05 2022

Tyler M. Renner
APPROVED AS TO FORM

Client Comments: A coordinated MOU for the Statewide Longitudinal Education Data System to provide for High Availability Data between WCCC, WDE, DWS, Wyoming Community Colleges, and Univ. of Wyoming.

WYOMING ATTORNEY
GENERAL'S OFFICE

APR 05 2022

Cole R. White
APPROVED AS TO FORM

Contractor/Vendor Name: Wyoming Department of Education

Contract Title: SLEDS - High Availability Data MOU

Contract Type: IT Contract (routes to OCIO first)

WYOMING ATTORNEY
GENERAL'S OFFICE

APR 05 2022

Alysia Goldman
APPROVED AS TO FORM

Contract Amount: 0.0000

Contract Effective Date: 3/11/2022 12:00:00 AM

Contract Expiration Date: 6/30/2024 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Tyler Renner

**MEMORANDUM OF UNDERSTANDING AMONG
WYOMING COMMUNITY COLLEGE COMMISSION, WYOMING COMMUNITY
COLLEGES, UNIVERSITY OF WYOMING, WYOMING DEPARTMENT OF
EDUCATION, AND WYOMING DEPARTMENT OF WORKFORCE SERVICES**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Community College Commission (WCCC), whose address is: 2300 Capitol Avenue, 5th Floor, Suite B, Cheyenne, WY 82002; Casper College (CC), whose address is: 125 College Drive, Casper, WY 82601; Central Wyoming College (CWC), whose address is: 2660 Peck Avenue, Riverton, WY 82501; Eastern Wyoming College (EWC), whose address is: 3200 West C Street, Torrington, WY 82240; Laramie County Community College (LCCC), whose address is: 1400 East College Drive, Cheyenne, WY 82007; Northern Wyoming Community College District (NWCCD), whose address is: 1 Whitney Way, Sheridan, WY 82801; Northwest College (NWC), whose address is: 231 West 6th Street, Powell, WY 82435; Western Wyoming Community College (WWCC), whose address is: 250 College Drive, Rock Springs, WY 82901 (individually, a “College” and collectively, the “Colleges”); the University of Wyoming (UW), whose address is 1000 East University Avenue, Laramie, WY 82071; the Wyoming Department of Education (WDE), whose address is 122 West 25th Street, 2nd Floor East, Cheyenne, WY 82002 and the Wyoming Department of Workforce Services (DWS), whose address is 5221 Yellowstone Road, Cheyenne, WY 82002.
2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions by which the parties shall collect and link student-level and workforce data in a statewide longitudinal education data system (SLEDS) to audit and evaluate educational programs under the purview of the parties to this MOU in accordance with Wyo. Stat. Ann. § 21-18-202(a)(vi)(C). This includes developing analytical reports and providing statistical data about these efforts so that the legislature and participating agencies can make informed decisions about the educational programs and services within their purview.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU (Effective Date). The term of this MOU is from the Effective Date through June 30, 2024 (the “Term”). All services shall be completed during the Term.
4. **Payment.** No payment shall be made to any party by any other party as a result of this MOU, except that WCCC agrees to pay DWS in accordance with 20 C.F.R. 603.8(c), 603.8(d), and Wyo. Stat. Ann. § 27-3-610.
5. **Definitions.** Each term defined in the preamble of this MOU has its assigned meaning, and each of the following terms has the meaning assigned to it:
 - A. “Anonymized Data” means student data from which the following information has been removed:

- i. The student’s name;
 - ii. The name of the student’s parent or other family members;
 - iii. The address of the student or student’s family;
 - iv. A personal identifier such as the student’s social security number, student number, or biometric record; and,
 - v. Other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name.
 - vi. Anonymized Data is not synonymous with De-identified Data.
- B. “Authorized Representative” means any entity or individual designated by a State or local educational authority to conduct — with respect Federal- or State-supported education programs—any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs. 34 C.F.R. § 99.3.
- C. “Authorized Researchers” means individuals granted permission by the Data Governance Committee to access the data in the SLEDS De-Identified Environment to process questions approved by the Executive Governance Board and generate reports.
- D. “Authorized Users” means employees or contractors of WCCC who have been trained to handle PII and other confidential information and whose job tasks require access to PII in order to carry out the purposes of this MOU.
- E. “De-identified Data” means data that does not contain any Personally Identifiable Information, as that term is defined in 34 C.F.R. § 99.3.
- F. “Education Program” means any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution. 34 C.F.R. § 99.3.
- G. “Executive Governance Board” means a board composed of one (1) executive-level member to collectively represent the Colleges and one (1) executive-level member each from the following entities: WDE, UW, WCCC, and DWS.
- H. “Hosting Entity” means WCCC.
- I. “Non-hosting Entity” means all of the parties to this MOU except for WCCC.

- J. “PII” means any and all student information contained in the student data elements shared pursuant to this MOU that falls within the definition of Personally Identifiable Information in 34 C.F.R. § 99.3. PII includes, but is not limited to:
- i. The student’s name;
 - ii. The name of the student’s parent or other family members;
 - iii. The address of the student or student’s family;
 - iv. A personal identifier such as the student’s social security number, student number, or biometric record;
 - v. Other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name;
 - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - vii. Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
- K. “Public Official” means an official, agency, or public entity within the executive branch of State government which has the responsibility for administering or enforcing a law. Specifically, it refers to a State educational authority as that term is used in the Family Educational Rights and Privacy Act (FERPA).
- L. “School Official” means an entity or individual receiving PII that is performing institutional services or functions for which UW would otherwise use employees, that is under the direct control of UW with respect to the use and maintenance of education records and PII disclosed by UW under this MOU, that is only allowed to use PII disclosed by UW under this MOU for the purposes for which the disclosure is made, and is not allowed to disclose PII provided under this MOU except in accordance with 34 C.F.R. § 99.33.
- M. “SLEDS De-Identified Environment” has the meaning assigned to it in Section 6.
- N. “SLEDS PII Environment” has the meaning assigned to it in Section 6.

- O. “WCCCE” means the WCCC environment inclusive of technical architecture and processes. This includes the environments and processes for transforming PII data to De-Identified and Anonymized datasets.

6. Longitudinal Data System. The Parties shall provide data described in each Party’s responsibilities section, to answer approved research questions. The Data Governance process serves as the mechanism to vet the data elements and to execute research approved by the SLEDS Executive Board. Parties shall send agreed upon data elements utilizing a secure process to the WCCCE. PII data will be linked through an identity management solution. WCCC will store the contributed data elements in distinct environments, including the SLEDS PII Environment and the SLEDS De-Identified Environment. WCCC shall only store PII in the designated SLEDS PII Environment. WCCC shall only store De-Identified data in the designated De-Identified Environment. WCCC shall ensure that the SLEDS PII Environment performs the following three (3) functions:

- A. First, WCCC shall ensure that the SLEDS PII Environment retains PII to longitudinally connect pre-existing data in this environment with new data elements sent by the Parties;
- B. Second, WCCC shall ensure that PII from the SLEDS PII Environment is only redisclosed to DWS, as directed in this MOU, in order to allow for the longitudinal linking of education and workforce data elements; and
- C. Third, WCCC shall ensure that the SLEDS PII Environment creates the SLEDS De-Identified Environment to serve as the research dataset. PII shall not be used to perform any studies, audits or evaluations of Educational Programs.

7. Requesting a Report. Only the Parties to this MOU and the Wyoming Legislature may request reports, studies, audits, or evaluations of Educational Programs from the SLEDS De-Identified dataset utilizing the Data Governance Committee’s approved research request process. WCCC shall ensure that only Authorized Researchers process those requests and create a responsive report.

8. Privacy and Security. Each Party shall be responsible for security and privacy compliance of any person authorized by the Party to interact with WCCCE and shall adhere to approved SLEDS policies and procedures.

9. Additional Responsibilities of WDE. WDE is the public state education agency organized under Wyo. Stat. Ann. § 21-2-104 and its duties include auditing and evaluating federal- and state-supported Education Programs and the enforcement and compliance of those Educational Programs with federal and state legal requirements. WDE:

- A. Hereby designates the WCCC and its contractor as its primary Authorized Representatives for the purposes of disclosing PII to WCCC in order to facilitate

WDE in auditing and evaluating Educational Programs in accordance with 34 C.F.R. § 99.31(a)(3). All subsequent references in this MOU to “WCCC” in its capacity as WDE’s “primary Authorized Representative” also refer to WCCC’s contractor.

B. Agrees to disclose PII (Student names, dates of birth, gender, Wyoming Integrated Statewide Education Registration (WISER) IDs, and demographics (race and ethnicity)) associated with the following student-level data elements to its primary Authorized Representative (WCCC) in a secured format:

- i. K-12 Student Demographics
- ii. Grade Point Average (GPA)
- iii. Course Data
- iv. Enrollment
- v. Local Education Agency (LEA)
- vi. Grades
- vii. Scholarship Information
- viii. Alternative classes and programs
- ix. Other data elements aligning with education and workforce outcomes
- x. National Student Clearinghouse Data
- xi. Transcript and transfer information
- xii. Educational costs, if applicable

C. Agrees to securely transmit or make data available to the WCCCE to address the research question requested and approved by the Executive Governance Board. Data will be transferred or made available, as needed, based on the approved research request process, which provides privacy and security checks and balances.

If the Party transfers or transmits files, it shall encrypt the files that are being securely sent to WCCC using a minimum of Advanced Encryption Standard (AES) 256 encryption. Secure transport of the files shall issue standard secure transport protocols that will be established per the Data Governance Structure before sending the files.

- D. Acknowledges that the disclosure of these data elements with PII is necessary to audit and evaluate the Educational Programs under its supervision. Specifically, this disclosure of PII is necessary so that these data elements may be longitudinally linked with post-secondary education data and wage data from the DWS. This longitudinally linked data shall be used to populate the SLEDS De-Identified Environment from which WDE may, in accordance with the Executive Governance Board's research request process, request evaluations of its Educational Programs.
- E. Hereby requires its primary Authorized Representative (WCCC) to destroy the PII disclosed by WDE pursuant to this MOU by the end date of this MOU.
- F. Hereby requires its primary Authorized Representative (WCCC) to destroy the PII disclosed by WDE to WCCC in accordance with the data destruction policy for SLEDS as managed and approved by the Data Governance Committee.
- G. Agrees to provide an Executive Governance Board Appointee and a Data Governance Committee Appointee.
- H. Agrees to review these MOU requirements with any succeeding State Superintendent or designee within sixty (60) days of the transition of leadership of WDE.
- I. Hereby designates DWS as its secondary Authorized Representative for the purpose of disclosing PII to DWS in order to facilitate WDE in auditing and evaluating federal- and state-supported Educational Programs and the enforcement and compliance of those Educational Programs within federal and state legal requirements. Specifically, this disclosure is necessary so that WDE data elements can be longitudinally linked with Unemployment Compensation (UC) wage data in the SLEDS PII Environment.
- J. Hereby authorizes its primary Authorized Representative (WCCC) to quarterly disclose PII associated with the following student-level data element to its secondary Authorized Representative (DWS) in a secured format as specified in Attachment A, Appendix, which is attached to and incorporated into this MOU by this reference.
- K. Hereby directs WDE's secondary Authorized Representative (DWS) to disclose any relevant workforce data elements on WDE's former students to its primary Authorized Representative (WCCC).
- L. Acknowledges that the disclosure of PII within these data elements is necessary so that it can audit and evaluate the Educational Programs under its supervision. The disclosure of these data elements will allow WDE to audit and evaluate how well its Educational Programs are preparing students for the workforce.

- M. Hereby requires its primary Authorized Representative (WCCC) to inform WDE of the students whose data elements are disclosed to its secondary Authorized Representative (DWS) pursuant to this MOU so that WDE may comply with its record keeping requirements under 34 C.F.R. § 99.32.
- N. Hereby requires its secondary Authorized Representative (DWS) to destroy all PII that is disclosed to it by WDE pursuant to this MOU after DWS has sent the matching workforce data elements to WDE's primary Authorized Representative (WCCC). As an additional security control, the data will be destroyed at the end date of this MOU.
- O. Hereby requires its secondary Authorized Representative (DWS) to destroy all PII received from its primary Authorized Representative (WCCC) in accordance with the data destruction policy for SLEDS as managed and approved by the Data Governance Committee.
- P. Agrees to retain student records as the exclusive property of Wyoming public school districts. No loss of control or ownership of student data or student records will result through this MOU.
- Q. Agrees to acknowledge and comply with the Data Governance structure, including approved policies, procedures, and the research request process.

10. Additional Responsibilities of UW. UW:

- A. Agrees to provide an Executive Governance Board Appointee and a Data Governance Committee Appointee.
- B. Agrees to review these MOU requirements with any succeeding president or designee within sixty (60) days of the transition of leadership of UW.
- C. Agrees to retain student records as the exclusive property of UW. No loss of control or ownership of student data or student records will result through this MOU.
- D. Agrees to securely transmit or make data available to the WCCCE to address the research question requested and approved by the Executive Governance Board. Data will be transferred or made available, as needed, based on the approved research request process, which provides privacy and security checks and balances. If the Party transfers or transmits files, it shall encrypt the files that are being securely sent to WCCC using a minimum of AES 256 encryption. Secure transport of the files shall issue standard secure transport protocols that will be established per the Data Governance Structure before sending the files.

- E. Hereby designates WCCC as a School Official with legitimate educational interests as defined in UW's annual notification of FERPA rights and in accordance with 34 C.F.R. § 99.31(a)(1).
- F. When the Parties agrees to share data, securely transfer or make data available data to the WCCCE to disclose PII associated with the following student-level data categories to its designated primary School Official (WCCC) in a secured format:
 - i. Student Demographics
 - ii. GPA
 - iii. Course Data
 - iv. Enrollment
 - v. Learning Management System (LMS) data if available
 - vi. Schools
 - vii. Grades
 - viii. Transcripts
 - ix. Program Requirements
 - x. Guided Paths/Programs of Study
 - xi. Degrees
 - xii. Financial Aid information
 - xiii. Data elements aligning with informing education outcomes and workforce
 - xiv. Admissions information
 - xv. Transfer student information
 - xvi. National Student Clearinghouse (NSC) Data
 - xvii. Educational costs
- G. Hereby asserts that its designated primary School Official (WCCC) will be performing an institutional service or function for which UW would otherwise use

its own employees. The PII disclosed pursuant to this MOU allows its designated primary School Official (WCCC) to perform the following functions: the linking and storing of educational data, including maintaining security, and controlling access to the data. This linked education data and wage data will be used to populate the SLEDS De-Identified Environment, from which UW will be able to request reports to evaluate its Educational Programs.

- H. Hereby requires its designated primary School Official (WCCC) to destroy the PII disclosed pursuant to this MOU by the termination date of this MOU.
- I. Hereby requires its designated primary School Official (WCCC) to destroy the PII disclosed by UW to WCCC in accordance with the data destruction policy for SLEDS as managed and approved by the Data Governance Committee.
- J. Hereby acknowledges that UW's annual notification of FERPA rights includes criteria for who is designated as a school official and what constitutes a legitimate educational interest and the School Official (WCCC) meets these criteria.
- K. Hereby requires that its designated primary School Official (WCCC) is under UW's direct control with respect to the use and maintenance of the PII UW has disclosed pursuant to this MOU.
- L. Hereby requires its designated primary School Official (WCCC) to only use the PII shared pursuant to this MOU for the purposes established in this MOU. Further disclosures of PII from education records by the designated primary School Official (WCCC) are only permissible at the direction of UW, and in compliance with FERPA.
- M. Hereby designates DWS as a secondary School Official with legitimate educational interests as defined in UW's annual notification of FERPA rights and in accordance with 34 C.F.R. § 99.31(a)(1).
- N. Hereby authorizes its designated primary School Official (WCCC) to annually disclose the following student-level data elements to its designated secondary School Official (DWS) in a secured format:
 - i. Students' SSNs, if available
- O. Hereby requires its designated primary School Official (WCCC) to inform UW of the students whose data elements are disclosed to its designated secondary School Official (DWS) pursuant to this MOU so that UW may comply with its record keeping requirements under 34 C.F.R. § 99.32.
- P. Hereby asserts that this designated secondary School Official (DWS) will be performing an institutional service or function for which UW would otherwise use its own employees. The PII disclosed pursuant to this MOU allows its designated

secondary School Official (DWS) to link education data and wage data which will allow UW to audit and evaluate its Educational Programs for workforce preparedness. This wage data will ultimately be used to populate the SLEDS De-Identified Environment, from which UW will be able to request reports to evaluate its Educational Programs.

- Q. Hereby authorizes its designated secondary School Official (DWS) to disclose all relevant workforce data elements to its designated primary School Official (WCCC).
- R. Hereby requires its designated secondary School Official (DWS) to destroy all PII that is disclosed to DWS by its designated primary School Official (WCCC) pursuant to this MOU after DWS has sent the matching workforce data elements to UW's designated primary School Official (WCCC). Any data disclosed under this MOU from WCCC to DWS must be destroyed at the end date of this MOU.

11. Additional Responsibilities of WCCC. WCCC:

- A. Agrees to limit access to PII to Authorized Users and its contractor and agrees to not disclose PII to any other entity except to DWS and its contractor in accordance with this MOU.
- B. Agrees to use reasonable efforts to prevent unauthorized access.
- C. Agrees to not disclose PII or to allow access to PII to Authorized Users or its contractor for any purposes other than those established by this MOU.
- D. Agrees to ensure that all Authorized Users and all relevant staff of its contractors:
 - i. Complete a criminal background check;
 - ii. Attend FERPA security training;
 - iii. Sign the SLEDS confidentiality agreement; and
 - iv. Follow the Commission's system access control policy and procedures.
- E. Agrees to acknowledge and comply with the Data Governance structure, including approved policies and the research request process.
- F. Agrees to only allow Authorized Researchers to conduct research using the De-Identified dataset in the SLEDS De-Identified Environment.
- G. Agrees to retain student records including PII as the Authorized Representative of the WDE on secure data servers using current industry best practices. WCCC hereby acknowledges that all of its covenants in this MOU related to its role as

WDE's primary Authorized Representative, also refer to its contractor. WCCC shall ensure that its contractor agrees to all of the disclosure and use restrictions on PII laid out in this MOU.

- H. Agrees to destroy the PII disclosed by WDE pursuant to this MOU in accordance with section 17 of this MOU and described in the SLEDS data destruction policy for SLEDS as managed and approved by the Data Governance Committee.
- I. Agrees to destroy the PII disclosed by WDE pursuant to this MOU in accordance with the data destruction policy as managed and approved by the Data Governance Committee.
- J. Agrees to inform WDE of the student population included in approved research questions whose PII are disclosed to WDE's secondary Authorized Representative (DWS) pursuant to this MOU so that WDE may comply with its record keeping requirements under 34 C.F.R. § 99.32.
- K. Agrees to securely transfer or make data available to WDE's secondary Authorized Representative (DWS) in accordance with WDE's covenants in this MOU and agrees to receive any matching wage data from DWS.
- L. Agrees to retain student records including PII as a designated School Official of UW on secure data servers using current industry best practices.
- M. Agrees that it is under UW's direct control with respect to the use and maintenance of the PII UW has disclosed pursuant to this MOU. WCCC hereby acknowledges that all of its covenants in this MOU related to its role as UW's designated primary School Official, also refer to its contractor. WCCC shall ensure that its contractor agrees to all of the disclosure and use restrictions on PII laid out in this MOU.
- N. Agrees to securely transfer or make data available to UW's designated secondary School Official (DWS) in accordance with UW's covenants in this MOU.
- O. Agrees to inform UW of the students whose PII are disclosed to UW's designated secondary School Official (DWS) pursuant to this MOU so that UW may comply with its record keeping requirements under 34 C.F.R. § 99.32.
- P. Agrees to destroy the PII disclosed by UW pursuant to this MOU in accordance with section 17. Agrees to destroy the PII disclosed by UW pursuant to this MOU in accordance with the data destruction policy as managed and approved by the Data Governance Committee WCCC also agrees to destroy any related data elements that UW provided at the same time as the corresponding PII is destroyed.

- Q. Agrees to retain disclosed information from DWS as a Public Official as defined in 20 C.F.R. § 603.2(d). WCCC shall ensure that all of its covenants in this MOU that relate to its role as a Public Official are similarly followed by its contractor (20 C.F.R. § 603.5(f)).
- R. Agrees that the data elements shared by DWS will help WCCC and the Parties perform their official duties and functions as Public Officials.
- S. Agrees to securely transmit or make data available to the WCCCE to address the research question requested and approved by the Executive Governance Board. Data will be transferred or made available, as needed, based on the approved research request process, which provides privacy and security checks and balances. If the Party transfers or transmits files, it shall encrypt the files that are being securely sent to WCCC using a minimum of AES 256 encryption. Secure transport of the files shall issue standard secure transport protocols that will be established per the Data Governance Structure before sending the files.
- T. Agrees that its Authorized Users and staff of its contractor who request and receive information from DWS under this MOU shall be limited to those with a need to access it for the purposes listed in the MOU.
- U. Agrees to the following DWS requirements:
- i. Agrees to use the disclosed information only for the purposes authorized by law and consistent with this MOU.
 - ii. Agrees to store the disclosed information in a place that is physically secure from access by unauthorized persons.
 - iii. Agrees to store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means.
 - iv. Agrees to undertake precautions to ensure that only Authorized Users are given access to disclosed information stored in computer systems.
 - v. Agrees to instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of subpart B of 20 C.F.R. § 603.9 and the sanctions specified in state law for unauthorized disclosure of information and hereby requires WCCC to sign an acknowledgement that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9 and will adhere to DWS's confidentiality requirements and procedures and agree to report any infraction of these rules to DWS fully and promptly.

- vi. Agrees to dispose of the information disclosed pursuant to this MOU after the purpose for which the information is disclosed is served.
 - vii. Agrees to maintain a system sufficient to allow an audit of compliance with the above requirements.
- V. Agrees to permit members of the DWS data security team to inspect WCCC data-holding premises, within reason and only with no less than fourteen (14) business days advance notice, to determine whether WCCC is complying with all terms, conditions and provisions of this MOU.
 - W. Agrees to the payment of cost calculated in compliance with 20 C.F.R. § 603.8(c) and Wyo. Stat. Ann. § 27-3-610.
 - X. Certifies that it has the capacity to restrict access to PII solely to Authorized Users and to ensure that the PII is only accessed for the purposes described in this MOU.
 - Y. Agrees to longitudinally link the Data Elements received from the WDE, UW, the Colleges, and DWS in the SLEDS PII Environment. Agrees to remove all PII from the dataset before transferring the dataset into the SLEDS De-Identified Environment.
 - Z. Agrees to notify the other parties to this MOU as soon as possible after determining that there has been a breach of the secured server containing PII or PII has been in any way accessed by an unauthorized person.
 - AA. Agrees to undertake a prompt and reasonable investigation of any breach of the secured servers containing PII. Agrees to implement, maintain and update storage, security and breach investigation procedures that are appropriate to the nature of the information stored in the SLEDs database.
 - BB. Agrees to notify any party transferring data elements containing PII that it received the data elements and agrees to notify the sending party of any apparent discrepancy between the data elements that were transferred and the data elements described in this MOU.
 - CC. Agrees to destroy all PII by the end of the Term, unless the parties have mutually agreed to extend it in a subsequent written instrument.
 - DD. Acknowledges and agrees that this MOU is subject to all federal and state mandates, including, but not limited to, FERPA (20 U.S.C. § 1232g; 34 C.F.R. part 99), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act, the Children's Internet Protection Act, the Privacy Act of 1974, the Gramm-Leach-Bliley Act (GLBA), and the U.S. Department of Labor 20 C.F.R. Subpart B – Confidentiality and Disclosure Requirements §§ 603.3, 603.4, 603.5, 603.8, 603.9 and 603.10.

- EE. Agrees to provide an Executive Governance Board Appointee and a Data Governance Committee Appointee.
- FF. Agrees to acknowledge and comply with the Data Governance structure, including approved policies and the research request process.
- GG. Agrees to review these MOU requirements with any succeeding Executive Director or designee within sixty (60) days of the transition of leadership of WCCC.
- HH. Agrees to receive and accept encrypted electronic files from participating entities. WCCC will only accept encrypted electronic files from participating entities.
- II. Agrees that secure transport of the files shall use standard secure transport protocols that will be established per the Data Governance Structure before receiving files.
- JJ. Hereby designates DWS as its Authorized Representative for the purposes of auditing and evaluation its Educational Programs in accordance with 34 C.F.R. § 99.31(a)(3).
- KK. Agrees to quarterly disclose the following student-level data elements to its Authorized Representative (DWS) in a secured format:
 - i. Students' SSNs, if available
- LL. Acknowledges that the disclosure of PII within these data elements to the Authorized Representative (DWS) is necessary so that it can audit and evaluate the Educational Programs under its supervision. Specifically, this disclosure will allow WCCC to audit and evaluate the Educational Programs under its purview for workforce readiness.
- MM. Hereby requires its Authorized Representative (DWS) to destroy the PII disclosed pursuant to this MOU after the corresponding wage data has been sent back to WCCC and, in all cases, not later than the end date of this MOU.

12. Responsibilities of DWS. DWS:

- A. Agrees to limit access to PII received pursuant to this MOU to employees authorized to match PII with UC wage data.
- B. Agrees to not disclose PII except back to WCCC or to allow access to PII to employees for any purposes other than those established by this MOU.

- C. Agrees to retain PII as the Authorized Representative of the WDE on secure data servers using current industry best practices.
- D. Agrees to retain PII as the Authorized Representative of WCCC on secure data servers using current industry best practices.
- E. Agrees to retain PII as UW's designated secondary School Official on secure data servers using current industry best practices.
- F. Agrees to destroy the PII disclosed by WCCC (whether on behalf of the Colleges, WDE, or UW) in accordance with the data destruction policy as managed and approved by the Data Governance Committee for SLEDS after sending matched UC wage data back to WCCC. Agrees to destroy all PII disclosed by any of the Parties pursuant to this MOU by the end date of the MOU.
- G. Agrees to disclose to WCCC as a Public Official under 20 C.F.R. 603.5(e) identifiable wage data on those individuals that match the PII disclosed to DWS pursuant to this MOU. This wage data will be used to help the Participating Entities and WCCC audit and evaluation of their Educational Programs.
- H. Agrees to disclose to WCCC's contractor, under 20 C.F.R. 603.5(f), the identifiable wage data referred to in paragraph G, above, to perform the functions established in this MOU under WCCC's direction.
- I. Provides the following description of the specific information to be furnished and the purposes for which the information is sought: DWS will provide identifiable employer account number and wage data to WCCC and its contractor which will be used to help the Parties populate the SLEDS De-Identified Environment. The SLEDS De-Identified Environment will be used by the Parties to help audit and evaluate their Educational Programs. These data elements will help the Parties perform their official duties and functions as Public Officials.
- J. Acknowledges and requires that the Authorized Users of WCCC who request and receive information under this MOU shall be limited to those with a need to access it for the purposes listed in the MOU.
- K. Agrees to deliver to WCCC electronic files quarterly, in a .csv format with employment information matched to PII supplied by WCCC.
- L. Requires that WCCC accept and agree to payment of cost calculated in compliance with 20 C.F.R. § 603.8(c) and Wyo. Stat. Ann. § 27-3-610.
- M. Requires the following provisions for the safeguarding of information disclosed in the MOU:

- i. DWS hereby requires WCCC to use the disclosed information only for the purposes authorized by law and consistent with this MOU.
 - ii. DWS hereby requires Enterprise Technology Services to store the disclosed information in a place that is physically secure from access by unauthorized persons.
 - iii. DWS hereby requires WCCC to store and process disclosed information maintained in electronic format in such a way that unauthorized persons cannot obtain the information by any means.
 - iv. DWS hereby requires WCCC to undertake precautions to ensure that only Authorized Users are given access to disclosed information stored in computer systems.
 - v. DWS hereby requires WCCC to instruct all personnel including staff of its Contractor, having access to the disclosed information about confidentiality requirements, the requirements of subpart B of 20 C.F.R. § 603.9 and the sanctions specified in state law for unauthorized disclosure of information and hereby requires WCCC to sign an acknowledgement that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9 and will adhere to DWS's confidentiality requirements and procedures and agree to report any infraction of these rules to DWS fully and promptly.
 - vi. DWS hereby requires WCCC to dispose of the information disclosed pursuant to this MOU after the purpose for which the information is disclosed is served.
 - vii. DWS hereby requires WCCC to maintain a system sufficient to allow an audit of compliance with the above requirements.
- N. Requires WCCC to permit members of the DWS data security team to review the cloud-based hosting model or inspect the WCCC's data premises within reason and only with no less than fourteen (14) business days advance notice, to determine whether WCCC is complying with all terms, conditions and provisions of this MOU.
- O. Acknowledges and agrees that this MOU is subject to all federal and state mandates, including, but not limited to, FERPA (20 U.S.C. § 1232g; 34 C.F.R. part 99), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act, the Children's Internet Protection Act, the Privacy Act of 1974, the Gramm-Leach-Bliley Act (GLBA), and the U.S. Department of Labor 20 C.F.R. Subpart B – Confidentiality and Disclosure Requirements §§ 603.3, 603.4, 603.5, 603.8, 603.9 and 603.10.

- P. Agrees to provide an Executive Governance Board Appointee and a Data Governance Committee Appointee. Agrees to provide an Executive Governance Board Appointee.
- Q. Agrees to fully participate in the governance structure defined by Attachment A and adhere to the policies created by the governance structure.
- R. Agrees to review these MOU requirements with any succeeding Executive Director or designee within sixty (60) days of the transition of leadership of DWS.
- S. Agrees to retain employment records as the exclusive property of DWS. No loss of control or ownership of employment records will result through this MOU.
- T. Agrees to securely transfer or make data available to WCCC encrypted electronic identifiable wage data, as approved by the Data Governance Committee and the Executive Governance Board to address the research question requested and approved by the Executive Governance Board. The data will be provided to the extent it is available based on the approved research request process, which provides privacy and security checks and balances.
- U. When transferring files, agrees to encrypt the files that are being securely sent to WCCC using a minimum of AES 256 encryption. Secure transport of files shall use standard secure transport protocols that will be established per the Data Governance Structure before sending the files.
- V. Agrees to acknowledge and comply with the Data Governance structure, including approved policies, procedures, and the research request process.

13. Responsibilities of Each College. Each College:

- A. Acknowledges and agrees that this MOU is subject to all federal and state mandates, including, but not limited to, FERPA (20 U.S.C. § 1232g; 34 C.F.R. part 99), the Protection of Pupil Rights Amendment (PPRA), the Children’s Online Privacy Protection Act, the Children’s Internet Protection Act, the Privacy Act of 1974, the Gramm-Leach-Bliley Act (GLBA), and the U.S. Department of Labor 20 C.F.R. Subpart B – Confidentiality and Disclosure Requirements §§ 603.3, 603.4, 603.5, 603.8, 603.9 and 603.10.
- B. Collaboratively works with the other community colleges to provide an Executive Governance Board Appointee to represent the seven community colleges.
- C. Agrees to acknowledge and comply with the Data Governance structure, including approved policies, procedures, and the research request process.

- D. Reviews these MOU requirements with any succeeding president or designee within sixty (60) days of the transition of leadership of the College.
- E. Retains student records as the exclusive property of the College. No loss of control or ownership of student data or student records will result through this MOU.
- F. Once the Data Governance Committee and Executive Governance Board approves research requests, securely delivers to WCCC encrypted electronic student-level and course-level data files as approved by the Data Governance Committee and the Executive Governance Board to the extent the data set is available.
- G. Encrypts the files that are being securely sent to WCCC using a minimum of AES 256 encryption. Secure transport of the files shall use standard secure transport protocols that will be established per the Data Governance Structure before sending the files.
- H. Agrees to acknowledge and comply with the Data Governance structure, including approved policies, procedures, and the research request process.

14. Termination by Written Agreement. The Parties may terminate this MOU at any time, without cause, by any party upon thirty (30) days written notice, which notice shall be delivered to the other parties by hand or by certified mail.

15. Data Security. Each Party will provide the data elements defined through the research request process to the WCCC using a secure format and process agreed upon by the Parties and WCCC that meet the following minimum requirements:

- A. The submitted data elements must be in the agreed upon record layout.
- B. The WCCCE architecture is governed by approved privacy and security policies, leveraging Wyoming's Department of Enterprise Technology Services' security protocols. This includes both data in motion as well as data at rest in the WCCCE.
- C. The security requirements will be documented in writing and approved by the Parties and the WCCC.
- D. Security policies and procedures will be reviewed on an annual basis.
- E. Any changes to security policies and procedures must be agreed upon by all Parties, including WCCC.
- F. The data will be delivered through a secure process, such as flat file submission, differential via an application programming interface (API), or other technology.

16. Incident Response. Any breach of security involving data from the WCCCE by one Party or WCCC employees, agents, and/or subcontractors, requires notification within twenty-four (24) hours of detection, to the WCCC and the other Parties. In addition, the offending institution will be required to provide a proposed incident response plan as it applies to any observable occurrence in a system or network that compromises the confidentiality, integrity and availability of WCCCE data. This includes any suspected violation or threat of violation of computer security policies, acceptable use policies, or standard security practices.

17. Withdrawal Notice and Data Destruction. The WCCC shall destroy PII from the SLEDS PII Environment and the corresponding data elements in the SLEDS De-identified Environment of any Party stored in the WCCCE by the end date of this MOU or within forty-five (45) days of:

- A. Completion of the functions described in this MOU; or,
- B. Upon a Party's written request by the agency director, president or designee which may incorporate a distinct timeframe from the forty-five (45) days required for destruction; or,
- C. Upon written termination of this MOU.

WCCC shall provide written verification of the data destruction to the Party no later than ten (10) days of data destruction.

18. General Provisions.

- A. **Amendments.** Any party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU. The Term and conditions of this MOU may only be amended by mutual written consent of the parties.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of twenty-three (23) pages; and Attachment A, Appendix, consisting of ten (10) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU

shall control. Notwithstanding the foregoing, for UI data, any term, condition, or provision contained in Attachment A shall control.

- D. Prior Approval.** This MOU shall not be binding upon any party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, WCCC, the Colleges, UW, WDE, and DWS do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

19. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to these pages.

WYOMING COMMUNITY COLLEGE COMMISSION



Dr. Sandra Caldwell, Executive Director



Date

CASPER COLLEGE

Dr. Darren Divine, President

Date

CENTRAL WYOMING COLLEGE

Dr. Brad Tyndall, President

Date

EASTERN WYOMING COLLEGE

Dr. Lesley Travers, President

Date

LARAMIE COUNTY COMMUNITY COLLEGE

Dr. Joe Schaffer, President

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Dr. Sandra Caldwell, Executive Director

Date

CASPER COLLEGE



Dr. Darren Divine, President

4-18-22

Date

CENTRAL WYOMING COLLEGE

Dr. Brad Tyndall, President

Date

EASTERN WYOMING COLLEGE

Dr. Richard Patterson, Interim President

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LARAMIE COUNTY COMMUNITY COLLEGE

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Dr. Brad Tyndall, President

4-21-22

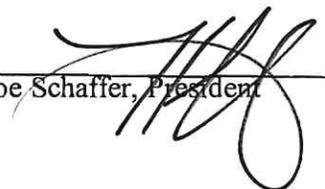
Date

EASTERN WYOMING COLLEGE

Dr. Richard Patterson, Interim President

Date

LARAMIE COUNTY COMMUNITY COLLEGE



Dr. Joe Schaffer, President

4-21-22

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Dr. Brad Tyndall, President

Date

EASTERN WYOMING COLLEGE



Dr. Richard Patterson, Interim President



Date

LARAMIE COUNTY COMMUNITY COLLEGE

Dr. Joe Schaffer, President

Date

NORTHWEST COLLEGE

Lisa M. Watson

Ms. Lisa Watson, ~~Interim~~ President and Vice President for
Administrative Services and Finance

4/21/22
Date

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

Dr. Walter Tribley, President

Date

WESTERN WYOMING COMMUNITY COLLEGE

Kim Dale

Dr. Kim Dale, President

4-21-22
Date

UNIVERSITY OF WYOMING

Dr. Ed Seidel, President

Date

WYOMING DEPARTMENT OF EDUCATION

Chad Auer, Chief of Staff

Date

WYOMING DEPARTMENT OF WORKFORCE SERVICES

Robin Sessions Cooley, J.D., Director

Date

NORTHWEST COLLEGE

Ms. Lisa Watson, President

Date

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT



Dr. Walter Tribley, President



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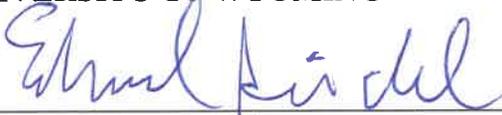
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WESTERN WYOMING COMMUNITY COLLEGE

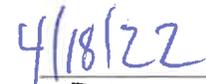
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Date

WESTERN WYOMING COMMUNITY COLLEGE

Dr. Kim Dale, President

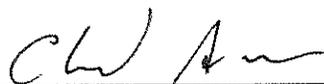
Date

UNIVERSITY OF WYOMING

Dr. Ed Seidel, President

Date

WYOMING DEPARTMENT OF EDUCATION



Chad Auer, Chief of Staff

April 25, 2022
Date

WYOMING DEPARTMENT OF WORKFORCE SERVICES

Robin Sessions Cooley, J.D., Director

Date

NORTHWEST COLLEGE

Ms. Lisa Watson, President

Date

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

Dr. Walter Tribbley, President

Date

WESTERN WYOMING COMMUNITY COLLEGE

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UNIVERSITY OF WYOMING

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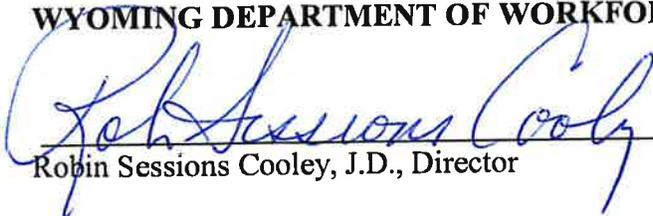
Date

WYOMING DEPARTMENT OF EDUCATION

Chad Auer, Chief of Staff

Date

WYOMING DEPARTMENT OF WORKFORCE SERVICES



Robin Sessions Cooley, J.D., Director

4-19-22
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 219847
Tyler M. Renner, Senior Assistant Attorney General
Representing the Wyoming Community College Commission

04-05-2022
Date

 # 219847
Alysia Goldman, Assistant Attorney General
Representing the Wyoming Department of Education

4/5/22
Date

 # 219847
Megan Pope, Senior Assistant Attorney General
Representing the Wyoming Department of Workforce Services

4-5-22
Date