

**MEMORANDUM OF UNDERSTANDING AMONG
WYOMING DEPARTMENT OF ENTERPRISE TECHNOLOGY SERVICES,
WYOMING DEPARTMENT OF EDUCATION, WYOMING COMMUNITY COLLEGE
COMMISSION, LARAMIE COUNTY COMMUNITY COLLEGE, EASTERN
WYOMING COLLEGE, NORTHERN WYOMING COMMUNITY COLLEGE
DISTRICT, CASPER COLLEGE, CENTRAL WYOMING COLLEGE, NORTHWEST
COLLEGE, WESTERN WYOMING COMMUNITY COLLEGE, UNIVERSITY OF
WYOMING, WYOMING DEPARTMENT OF WORKFORCE SERVICES,
WYOMING DEPARTMENT OF FAMILY SERVICES, WYOMING DEPARTMENT OF
HEALTH, PROFESSIONAL TEACHING AND STANDARDS BOARD, ABSAROKA,
INC., THE CHILDREN'S LEARNING CENTER, INC., COMMUNITY ACTION OF
LARAMIE COUNTY, INC., LARAMIE CHILD DEVELOPMENT CORPORATION,
LINCOLN-UINTA CHILD DEVELOPMENT ASSOCIATION SWEETWATER
COUNTY SCHOOL DISTRICT #1 HEAD START, WYOMING CHILD AND FAMILY
DEVELOPMENT, INC., and EASTERN SHOSHONE/NORTHERN ARAPAHO; WIND
RIVER 0-5 PROGRAM**

1. **Parties.** The Parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Enterprise Technology Services (ETS), whose address is: Emerson Building, 2001 Capitol Avenue, Room 237, Cheyenne, WY 82002; Wyoming Department of Education, whose address is: 2300 Capitol Avenue, 2nd Floor, Cheyenne, WY 82002; Wyoming Community College Commission, whose address is: 2300 Capital Avenue, 5th Floor, Suite B, Cheyenne, WY 82002; Laramie County Community College, whose address is: 1400 East College Drive, Cheyenne, WY 82007; Eastern Wyoming College, whose address is: 3200 West C Street, Torrington, WY 82240; Northern Wyoming Community College District, whose address is: 3059 Coffeen Avenue, Sheridan, WY 82801, Casper College, whose address is: 125 College Drive, Casper, WY 82601; Central Wyoming College, whose address is: 2660 Peck Avenue, Riverton, WY 82501; Northwest College, whose address is: 231 West 6th Street, Powell, WY 82435; Western Wyoming Community College, whose address is: 2500 College Drive, Rock Springs, WY 82901; University of Wyoming, whose address is: 1000 East University Avenue, Laramie, WY 82071; Wyoming Department of Workforce Services, whose address is: Herschler Building, 122 West 25th Street, Cheyenne, WY 82002; Wyoming Department of Family Services, whose address is: 2300 Capitol Avenue, 3rd Floor, Cheyenne, WY 82002; and Wyoming Department of Health, whose address is: 2300 Capitol Avenue, 4th Floor, Cheyenne, WY 82002; Professional Teaching and Standards Board, whose address is 1920 Thomes Avenue, Suite 400, Cheyenne, WY 82002; Absaroka, Inc., whose address is: 619 Big Horn Ave, Worland, WY 82401; The Children's Learning Center, Inc, whose address is: P.O. Box 4100, Jackson, WY 83001; Community Action of Laramie County whose address is: 711 Warren Ave, Cheyenne, WY 82007; Laramie Child Development Corporation whose address is 710 E Garfield St,

Laramie, WY 82070; Lincoln-Uinta Child Development, Inc. whose address 247 Snake River Drive, Alpine, WY 83128; Sweetwater County School District #1 Head Start whose address 3550 Foothill Boulevard, Rock Springs, WY 82901; Wyoming Child and Family Development, Inc. whose address is P. O. Box 100, Guernsey, WY 82214; and Eastern Shoshone/Northern Arapaho Wind River 0-5 Program whose address is 79 Sacajawea Cir, Fort Washakie, WY 82514 (Individually – “Party”, collectively – “the Parties”).

- 2. Purpose.** The primary purpose of this MOU is to provide an agreement among the Parties to appropriately share education, health, employment, training and service data collected and/or maintained by any of the Parties. The method developed and utilized for sharing data between the Parties shall be the P20 Statewide Longitudinal Data System (P20 SLDS).

The creation of the P20 SLDS is called for in the 2012 Legislative Session Enrolled Act 29 Section 326. The creation of P20 SLDS and data sharing shall fulfill the requirements established by the Wyoming Accountability in Education Act, which states, among other things that: Wyoming recognize student growth and increase the rate of that growth for all students; improve teacher, principal and district leader quality; maximize the efficiency of Wyoming education; and ensure all students leave Wyoming schools career or college ready. With the P20 SLDS, policymakers and educators will be able to gather accurate, high quality data to make informed decisions about Wyoming’s education policies and programs.

The data collected by the Parties and shared through P20 SLDS shall be fully compliant with the provisions of the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability (HIPAA) Act.

P20 SLDS will provide learner and educator information to Wyoming policymakers and educators, so that they may address the problems and questions being raised by the stakeholders. P20 SLDS will establish data cohesion and integration across multiple agency systems. P20 SLDS will collect and link high-quality data to provide accurate information on how aggregates of students are doing over time, from pre-kindergarten through 12th grade into post-secondary education and the workforce. This data, known as longitudinal data, will give policymakers and educators the type of information they need to assess the effects of their policies and program efforts, and allow them to adjust policies and practices to improve student achievement.

The Parties are prohibited from releasing records, unless the receiving party agrees to and ensures that specific safeguards are implemented to (1) limit the use of data to the purpose(s) for which it has been requested, (2) keep the data secure and limit access only

to individuals officially assigned to work on the project, (3) ensure that no data are released or reported in any manner that would allow the identification of individuals (unless such identification of individuals is permitted by the purpose for which it has been requested) and (4) destroy the data containing student identifiers once the data are no longer needed.

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 and shall remain in full force and effect until terminated. Any Party wishing to terminate its participation in this MOU, may do so upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to each of the other Parties to this MOU. The election of any Party to terminate its participation in this MOU shall not affect the continuation of the MOU, which shall remain in effect so long as two or more Parties wish to continue to participate in this MOU. The Parties further acknowledge that additional agencies of the State of Wyoming may wish to become a party to this MOU in the future. In that event, this MOU must be formally amended as provided herein. This MOU shall be reviewed at least every forty-eight (48) months for necessary revisions.
4. **Payment.** No payment shall be made to any participating Party by another participating Party as a result of this MOU.
5. **Responsibilities of all Parties to this MOU.** The Parties agree to:
 - A. Maintain confidentiality of all educational records as required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232(g).
 - B. Maintain confidentiality of all health records as required under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.
 - C. Create unique identifiers for individuals separate from their Social Security Number.
 - D. Store data received in a secure manner.
 - E. Review this MOU quarterly to assure that the Parties are complying with the requirements of the MOU. If any data security problems are identified, a report specifying the problems, solutions and timelines for implementation shall be developed cooperatively with personnel from all Parties.
 - F. Share with appropriate person(s) participating in this MOU any pertinent

correspondence and information pertaining to this MOU.

- G.** Ensure all guidelines and procedures developed by each Party are followed.
- H.** Ensure that the studies conducted and/or systems created with the data for or on behalf of the Parties to improve instruction or agency services, and analysis and reports will be shared with the respective Parties prior to publication. These reports shall also be made available to the public.
- I.** Ensure no data will be released or reported in any manner, any data that would allow the identification of any individual person, student, teacher or school, unless explicitly approved in writing by the Party or Parties that produced, provided or contributed to the specific data being released.
- J.** Make P20 SLDS analysis and statistical reports available to any other State or local entity of Wyoming government contributing data to the P20 SLDS, including Wyoming school districts, Wyoming Department of Education, Wyoming community colleges, the Wyoming Community College Commission, the University of Wyoming, Wyoming Department of Workforce Services, Wyoming Department of Family Services, Wyoming Department of Health, Professional Teaching and Standards Board, Board, Absaroka, Inc., The Children's Learning Center, Inc., Community Action of Laramie County, Inc., Laramie Child Development Corporation, Lincoln-Uinta Child Development Association, Sweetwater County School District #1 Head Start, Wyoming Child and Family Development, Inc., and Eastern Shoshone/Northern Arapaho; Wind River 0-5 Program.
- K.** Require a data confidentiality agreement be signed for any confidential data shared through the P20 SLDS for research, evaluation or audit.
- L.** All Memorandum of Understandings created as a part of the P20 SLDS will be made available to the public.

6. Special Provisions.

- A.** Data ownership shall remain with the originating Party. ETS shall only be stewards facilitating the sharing of data pursuant to the 2012 Legislative Session Enrolled Act 29 Section 326. ETS shall only provide support in facilitating the sharing of data between the Parties.
- B.** The Federal Education Rights and Privacy Act (FERPA) provide the ability of the Wyoming Department of Education (WDE) to provide school district data into the P20 SLDS. The regulations are found in the Code of Federal Regulations at 34 C.F.R Part 99. As data custodians, the WDE will provide

the school districts with the opportunity to review and provide feedback on reported results. School districts will maintain the right to examine and inspect the premises of the entity conducting the audits or evaluations. The WDE will also be providing periodic updates on working being completed on the P20 SLDS and the associated studies or evaluations being conducted. It will be the responsibility of the WDE to inform school districts on how the school district data is being used.

- C.** The Data Governance Body shall establish procedures for gathering, reviewing and granting access to the data shared with the P20 SLDS. The structure and responsibilities of the Data Governance Body is defined in Attachment A, which is attached to and made part of this MOU by this reference.
- D.** The Data Governance Body shall establish policies, and provide guidance and direction regarding data use, data transfer, data security, system access, data destruction and data retention.
- E.** The Data Governance Body shall be comprised of representatives of each of the Parties, as well as, appointees from the Governor's Office, Wyoming School Board Association, Wyoming Superintendent's Association, P16 Council and School Districts.
- F.** The Data Governance Body shall be divided into three (3) different components:
 - (i)** P20 Advisory Board
 - (ii)** Data Governance Board, and
 - (iii)** Agency Data Steward Working Group

The responsibilities of each component of the Data Governance Body are set forth in Attachment A.

- G.** ETS shall provide the infrastructure for the P20 SLDS system and ensure data is protected and shared in accordance with this MOU and the policies set forth by the P20 Data Governance Body and the State Chief Information Officer.
- H.** Any data agreement allowing for the release of personally identifiable information must include the information contained in Attachment B.
- I.** No personally identifiable information, or non-aggregated data, should be sent to the Federal government out of this system.

7. 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.
- 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 eight (8) pages, Attachment A, P20 SLDS Governance Body, consisting of three (3) pages, Attachment B, Information To Address In Releasing Personally Identifiable Information Through The P20 SLDS, consisting of three (3) pages, and Attachment C, P20 SLDS Confidentiality Agreement, consisting of XXX (X) pages represent(s) the entire and integrated agreement between the Parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- D. Prior Approval.** This MOU shall not be binding upon either 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 his 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, Wyoming Department of Enterprise Technology Services, Wyoming Department of Education, Wyoming Community College Commission, Laramie County Community College, Eastern Wyoming College, Northern Wyoming Community College District, Casper College, Central Wyoming College, Northwest College, Western Wyoming Community College, University of Wyoming, Wyoming Department of Workforce Services, Wyoming Department Family Services and Wyoming Department of Health 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.

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8. **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 this page.

WYOMING DEPARTMENT OF ENTERPRISE TECHNOLOGY SERVICES

Flint Waters, Chief Information Officer

Date

WYOMING DEPARTMENT OF EDUCATION

Richard Crandall, Director

Date

WYOMING COMMUNITY COLLEGE COMMISSION

James O. Rose, Executive Director

Date

LARAMIE COUNTY COMMUNITY COLLEGE

Joe Schaffer, President

Date

EASTERN WYOMING COLLEGE

Tom Armstrong, President

Date

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

Paul Young, President

Date

CASPER COLLEGE

Walt Nolte, President

Date

CENTRAL WYOMING COLLEGE

Jo Anne McFarland

Date

NORTHWEST COLLEGE

Stefani Hicswa, President

Date

WESTERN WYOMING COMMUNITY COLLEGE

Karla Leach, President

Date

UNIVERSITY OF WYOMING

Robert Sternberg, President

Date

WYOMING DEPARTMENT OF WORKFORCE SERVICES

Joan K. Evans, Director

Date

WYOMING DEPARTMENT OF FAMILY SERVICES

Steve Corsi, Director

Date

WYOMING DEPARTMENT OF HEALTH
m770

Tom Forsland, Director

Date

PROFESSIONAL TEACHING AND STANDARDS BOARD

Teresa Sexton, Executive Director

Date

ABSAROKA, INC.

Jamie Stockwell, Executive Director

Date

THE CHILDREN'S LEARNING CENTER, INC.

Patti Boyd, Executive Director

Date

COMMUNITY ACTION OF LARAMIE COUNTY, INC.

Mary Bienz, Executive Director

Date

LARAMIE CHILD DEVELOPMENT CORPORATION

Marlena Suazo, Executive Director

Date

LINCOLN-UINTA CHILD DEVELOPMENT ASSOCIATION

Kay Gogol, Head Start Program Manager

Date

SWEETWATER COUNTY SCHOOL DISTRICT #1 HEAD START

Matthew Neal, Superintendent

Date

WYOMING CHILD AND FAMILY DEVELOPMENT ASSOCIATION, INC.

Lauren Nordeen, Executive Director

Date

EASTERN SHOSHONE/NORTHERN ARAPAHO; WIND RIVER 0-5 PROGRAM

Joseph Henry, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

S. Jane Caton, Senior Assistant Attorney General
Representing: Wyoming Department of Enterprise Technology Services,
Wyoming Department of Education,
Professional Teaching and Standards Board and
Wyoming Community College Commission

Date

Marion Yoder, Senior Assistant Attorney General
Representing: Wyoming Department of Family Services and
Wyoming Department of Health

Date

Robert L. Lanter, Senior Assistant Attorney General
Representing: Wyoming Department of Workforce Services

Date