P20 WIN Query Management Procedure

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This procedure outlines a process for managing requests for data from the Preschool through 20 and Workforce Information Network (P20 WIN) as defined by the P20 WIN Project Leadership Team. This procedure is incorporated by reference and made a part of the Memorandum of Agreements between the participating agencies providing data to the P20 WIN and the University Connecticut Health Center and the Department of Administrative Services Bureau of Enterprise Systems Technology. It is expected that this process will be modified and improved based upon what is learned through the pilot experience, however all changes to this procedure must be approved by the aforementioned parties before becoming effective. The first portion of this document is descriptive and procedural.

**Purpose of Query Management Process**

The Preschool through Twenty and Workforce Information Network (P20 WIN) allows for data elements from separate data sources and agencies to be linked longitudinally for the purpose of carrying out an audit or evaluation of Federal- or State-supported education programs as provided in Section 34 C.F.R. 99.1 et seq. of the Federal Regulations adopted pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA).

Each query of data linked through P20 WIN will result in a combined data set containing information at the individual level. Even though this data set will not include individual names or key identifiers, it will contain multiple pieces of information about each person. When combined, these multiple pieces of contextual information present a risk that individual identities could be determined; therefore, it is imperative that a process be established to minimize the risk that personally identifiable data will be re-disclosed. This query management process is designed to mitigate that risk as much as possible.

For each query posed to the system, the Query Management Process will address the following:

- Document the purpose of the query as it pertains to conducting an audit/evaluation of education programs as allowed by FERPA
- Designate which authorized individuals will initiate the query
- Identify the specific data elements in each data set to be included in the query
- Ensure that each agency whose data would be included in the data match has an opportunity to approve or deny the inclusion of their data in the query
- Designate the individual(s) who have authority to access to the resulting data set
- Document the plans for data analysis and reporting of data from the resultant data set
- Ensure that each agency whose data is included has an opportunity to review and provide feedback on any report that is to be made public prior to publication.
- Reiterate requirements for data security

**Who Can Request Data?**

For the purpose of the P20 WIN pilot, only members of the P20 WIN Data Governance Board will be able to submit a query for approval. The Data Governance Board consists of 1 designated policy leader from each participating agency.
**PROCESS FOR REQUESTING, PROCESSING, DOWNLOADING DATA**

The Process for requesting, processing and downloading data is governed by the P20 WIN Data Governing Board. Initially, the process will be managed manually with paper documents. Once the paper approval process is tested and improved through the process of conducting a pilot, the workflow can be automated. The workflow will be as follows:

**Query built in P20 WIN and submitted to system**
1. Data requestor registers for a user account.
2. Data requestor views system meta-data, selects fields, reviews and saves query.
3. Data requestor gets onscreen notification that the query was successfully submitted. Additionally user gets automatic e-mail notification that no further action will be taken until approval is gained and documented by Data Governing Board (*e-notification may not occur during pilot.*)
4. Notification goes to P20 WIN Administrator that a query was submitted. Email includes username, query name, query number and date of submission (*e-notification may not occur during pilot.*) “Queries Waiting for Approval” table on the “Query Management Tab” is automatically populated with the new query information (query name, query number, owner name, and query description).

**Query documentation completed and submitted to Data Governing Board for review**
5. Data requestor downloads forms for Data Governing Board Review Process, completes forms and delivers them to Data Governing Board Staff for consideration.
6. Data Governing Board staff reviews request for completeness and alignment established policy guidelines (e.g. future P20 Council research agenda), and schedules for Board review if appropriate.
7. Data Governing Board members whose agency’s data would be included in the query determine whether they will allow their data to be included in the query. Each affected agency logs their approval or denial.
8. Query is denied or approved and communication is sent to data requester regarding the decision.
   - **Disapproval:** Data requestor receives e-mail notification that the query has been denied. Query will not be executed.
   - **Approval:** Data requestor receives e-mail notification that the query has been approved and that it will be scheduled for execution.
   - **Conditional Approval:** In a situation where the Data Governing Board would offer conditional approval, the Data requestor will be allowed to address the comments or concerns of the Data Governing Board and resubmit the request.

**Processing of Query**
9. P20 WIN System Administrator reviews fields that have been selected for query to validate match with paper request.
10. P20 WIN System Administrator identifies query as ‘approved’ to the system and either executes immediately or schedules for execution.
11. P20 WIN automatically executes query at specified date/time. E-mail notification is sent to administrator when query has been executed and is ready for review.
12. System administrator receives notification that query is complete.

**Review of Query**
13. System administrator reviews resultant data set to ensure it has completed and processed as expected.
   - **Data elements** are checked against documentation to verify that fields in query match exactly.
There is an opportunity at this juncture for additional review and filtering of the data set if desired. Significant changes to the data query will require approval by the Data Governing Board.

If the query is incomplete or errors are found, the system administrator will resolve issue.

14. System administrator performs a final check that all steps have been completed and approves the query for download.

15. Data requestor receives automated e-mail that the data set is ready for download.

**Download of Dataset**

16. The Resultant data set is available for 7 days. At the end of 7 days, the resultant data set will be securely deleted from the main server.

17. The Data Requestor who is approved to download the dataset logs in through secure portal to access data.

### Table Describing Process for Requesting Data

<table>
<thead>
<tr>
<th>This chart describes roles as they pertain to some of the non-technical steps in the process described above</th>
<th>Process Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step above</td>
<td>Action</td>
</tr>
<tr>
<td>1</td>
<td>Data Requestor registers for a user account</td>
</tr>
<tr>
<td>1</td>
<td>Request for user account is accepted or denied</td>
</tr>
<tr>
<td>2</td>
<td>Data requestor views system meta-data, selects fields, reviews and saves query.</td>
</tr>
<tr>
<td>3</td>
<td>Data requestor gets onscreen notification that the query was successfully submitted. Additionally user gets automatic e-mail notification that no further action will be taken until approval is gained and documented by Data Governing Board. <em>(e-notification may not occur during pilot).</em></td>
</tr>
<tr>
<td>4</td>
<td>Receives notification that query was submitted</td>
</tr>
<tr>
<td>6</td>
<td>Downloads and completes Query Management Document for Data Governing Board review process</td>
</tr>
<tr>
<td>7</td>
<td>Data Governing Board staff reviews request for completeness and alignment established policy guidelines (e.g. future P20 Council research agenda), and schedules for Board review if appropriate.</td>
</tr>
<tr>
<td>8</td>
<td>Data Governing Board members whose agency’s data would be included in the query determine whether they will allow their data to be included in the query. Each affected agency logs their approval or denial.</td>
</tr>
<tr>
<td>9</td>
<td>Communicates decision to Data Requestor</td>
</tr>
<tr>
<td>9</td>
<td>Receives decision from Data Governing Board</td>
</tr>
</tbody>
</table>

*For the pilot, the P20 WIN System Administrator is the same as the person who staffs the Data Governing Board.*
Query Management Flow

The creation, approval and processing of queries through P20 WIN

**Participating Agency Data Requestor**
- Agency receives or develops policy question
- Completes required request and documentation
- Receives communication about denied request
- Receives notification about approval
- Receives notification that data is ready for download

**Governing Board**
- Staff receives and schedules item for Governing Board meeting
- Signatures from participating agencies obtained on request form
- Receives notification about approval
- Reviews & Approves electronic query that has been built
- Schedules & Executes Query
- Receives notification query is complete
- Verifies data set in complete

**P20 WIN System Administrator**
- Provides user with links to:
  - secure sign on
  - view available metadata
  - build query by selecting fields
  - save and submit query
  - download the Request Form
- Receives notification about approval

**System Portal Central Server**
- User Registrar
- After approval by P20 WIN System Administrator
- Provides technical support as needed

**Host Site Administrator**
- Provides backend technical support as needed

*For the P20 WIN pilot, the Participating Agency Data Requestor can only be a member of the P20 WIN Data Governance Board*
USER ROLES & PARTICIPANTS

Only users authorized by the P20 WIN Data Governing Board will have access to data through P20 WIN. Those who have been granted access will be registered and a user account will be created based upon the level of access for which they have been approved. The following user authenticated roles will be available to P20 WIN participants. Additional roles may be defined as approved by the P20 WIN Data Governing Board. Note: individuals with access to data that includes wage records, such as the Host Site Administrator, must be public employees.

TABLE DESCRIBING SYSTEM USER ROLES

<table>
<thead>
<tr>
<th>Action</th>
<th>User Roles</th>
<th>Technical Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>For P20 WIN pilot, this might be:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Download Query result dataset after approval by Host Site Data Manager</td>
<td>Observer</td>
<td>Data Requestor*</td>
</tr>
<tr>
<td>2 Monitor and manage P20 WIN: This is a technical support role only necessary for system testing and maintenance.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>3 User Management: Register users and set user privileges</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>4 Review/approve query results for download: Once a query is processed, system support staff needs to verify that the query ran completely and as expected before enabling the data set to be downloaded by the approved data requestor.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>5 Execute query and schedule for execution: This is a technical step that enables an approved query to be processed.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>6 Review and approve query: While Data Governance Board members provide official approval for a query to use each agency's data, the software requires that the query be identified as 'approved' once the official approval is given. This step includes verifying that the fields selected in the electronically stored query match those approved in the Query Management Document.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>7 Enable/disable data source: Each agency has control over whether their agencies data is available to the system. Users with this privilege have the authority to make an entire data source available or unavailable to the system.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>8 Manage approval of data elements from data source: Each agency has control over its data elements. Users with this privilege are able to make fields visible/invisible and available/not available through the dashboard.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>9 Monitor the usage of queries and dataset downloads: View status logs which show the status of the query</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>10 Build query: Select data elements from a dashboard and save query to be approved by Data Governance Board. Note: The Host Site Admin has this ability for troubleshooting/system support</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>11 Browse Metadata: Browsing meta-data includes viewing what data elements are available to the system and the data element definitions. Users will not see actual data from any system and they do not need to log in to do this.</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
<tr>
<td>12 Registration and Secure Log-in Required</td>
<td>Observer</td>
<td>Data Gov. Board Member</td>
</tr>
</tbody>
</table>

*For the P20 WIN Pilot, only members of the Data Governance Board will be able to submit data requests. **Host site administrator has the ability to test the system and provide user support as needed.
DOCUMENTATION SUMMARY

The Memorandum of Agreement between agencies participating in P20 WIN utilizes the ‘audit and evaluation’ exception under the Family Education Rights and Privacy Act (FERPA) to enable agencies to link education records utilizing personally identifiable data. The P20 agreement also utilizes confidential Unemployment Compensation (UC) records that are confidential under state (CGS § 31-254) and federal (20 CFR 603) law. Personally identifiable data is used for matching data through a probabilistic matching algorithm and is not visible to the user. In order to use this exception, a written agreement must be established according to FERPA and UC guidelines. Given that data requests will vary in purpose and different individuals will be involved in accessing and processing data, it is required to document how each data request utilizing education records meets the ‘audit and evaluation’ exception and to ensure that the provisions for written agreements and best practices are fully met for each query. Additionally, to comply with UC guidelines, it is necessary to ensure that data is only accessed by “public employees in the performance of their public duties,” pursuant to an authorizing Memorandum of Agreement.

The documents that follow ensure that these components are clearly defined for each data request/query.

- **Scope & duration:**
  - What is the proposed query?
  - What is the purpose of the query and how does it fit the Audit & Evaluation exception?
  - What data fields are to be queried / linked?
  - When will the resultant data set be destroyed?
- **Individuals involved**
  - Who is the requestor?
  - Who are the agency contacts?
  - Who are the individuals who are authorized to access resulting data set?
- **Agreement not to re-disclose**
  - Re-iterate key FERPA and Unemployment Compensation requirements for non-disclosure
  - Statement of Confidentiality and Non-Disclosure
- **Approval or denial of query by each participating agency**
  - Signatures for each agency decision
  - Explanation of denial if appropriate
- **Review process of results before release**
The completed application submitted to the Data Governing Board must include the first 4 items below.

- ☐ The P20 WIN Unit Record Request Document
- ☐ Attachment A: Data Elements for Query by Impacted Agency
- ☐ Attachment B: Data element and Purpose Crosswalk
- ☐ Attachment C: A completed and signed Statement of Confidentiality and Non-Disclosure for each individual who will have access to the resultant data set
- ☐ Completed Data Governance Board Review Document – Query Request
- ☐ Completed Memorandum of Agreement for a P20 WIN Data Request
- ☐ Completed Data Governance Board Review Document – Pre-publication Data Review
- ☐ Data Destruction Certificate to be completed at the completion of the audit or evaluation
CT Preschool through Twenty & Workforce Information Network (P20 WIN)

**QUERY MANAGEMENT REQUEST DOCUMENT**

This form and all attachments are to be submitted to the P20 WIN Data Governing Board for consideration and approval before the execution of each query to the system.

Information provided here is required to fulfill the mandatory provisions for written agreements according to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and to comply with Unemployment Compensation (UC) considerations under state (CGS § 31-254) and federal (20 CFR 603) law. PERSONS WHO ARE NOT STATE GOVERNMENT EMPLOYEES OR OFFICIALS MAY NOT SUBMIT A QUERY TO P20 WIN.

**SECTION 1 – BASIC REQUEST INFORMATION**

<table>
<thead>
<tr>
<th>Application Submission Date:</th>
</tr>
</thead>
</table>

**TYPE OF SUBMISSION:**

- [ ] Initial Application
- [ ] Continuation*
- [ ] Repeat**
- [ ] Modification***

*Initial applications are approved for a given duration. Select ‘continuation’ if this request is to extend that timeframe.

** Select repeat if you need to have a data query that has already been approved be run again without changes.

*** If you are requesting a modification to a request that has already been approved and is underway, select ‘Modification’ and address only the sections of this form which are being adjusted from the prior request.

**P20 WIN Query Number:**

**Query Title:**

**Agencies from which data is being requested (Check all that apply):**

- [ ] State Department of Education
- [ ] Board of Regents
- [ ] Department of Labor

**Has this data request been discussed with program employees at the involved agencies?:**

- [ ] Yes
- [ ] No

If yes please indicate with whom:

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency:</td>
<td>Name:</td>
</tr>
<tr>
<td>Agency:</td>
<td>Name:</td>
</tr>
</tbody>
</table>

**SECTION 2 – REQUESTOR INFORMATION**

**Name (last, first)**

*note: For the P20 WIN pilot, only members of the P20 WIN Data Governance Board will be able to submit a request.

**Title**

**Organization**

**Mailing Address**

**Email Address**

**Phone Number**

**Fax Number**

Provide Full name, institution, email address, and project role for ALL other persons working with data, derived data or data output for this project. Add additional space as necessary. Please print and attach a signed Confidentiality Agreement for each individual needing access to the resultant data set. (See Attachment C)
# Section 3 — Alignment of Purpose & Scope

Provide a brief summary of the data request:

<table>
<thead>
<tr>
<th>Clearly state the purpose of this request and describe how the purpose is an audit or evaluation of federal or state supported education program(s) (See Audit or Evaluation Exception 20 U.S.C. 1232g(b)(1)(C), (b)(3), and (b)(5) and §§99.31(a)(3) and 99.35)</th>
</tr>
</thead>
</table>

Describe the benefit that this audit/evaluation will provide to the state or to a specific agency which is an education related member of the Board.

<table>
<thead>
<tr>
<th>Provide a brief description of the method for analysis.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Provide a description of the documents or reports that will reference data from this query. For each report indicate the audience for the report and expected indicators or measures to be included in each.</th>
</tr>
</thead>
</table>

In addition to utilizing a minimum cell size as documented by the Data Governance Procedure, identify/describe the statistical methods that will be used to minimize the risk of re-identification of PII for data to be published. Some typical methods are listed below; however, this list is not comprehensive. Options should be used in combination for maximum security. See the USED Technical Brief 3 as a resource.

- Suppression by: cell, row, sampling (present data for a portion of students: e.g. 80%)
- Blurring through: aggregation of groups, rounding, use of ranges, use of top/bottom categories (e.g. ‘less than 5%, greater than 95%)
- Perturbation: data swapping, adding noise, use of synthetic data
SECTION 4 – PROTECTION OF CONFIDENTIALITY

By what date will the resultant dataset and all paper or electronic copies will be destroyed by the requestor?
Policy requires that the resultant data set be destroyed within 12 months from the date the dataset was downloaded. Note, that the Data Governing Board may set a shorter or longer time frame for destruction of the dataset. This 12 month limitation may be extended with written approval from the Data Governing Board. Requestors need to submit the Query Management Document as a ‘continuation’ for approval of an extension.

With the addition of your initials by each item, indicate that you agree to the following:

- I will only utilize the data received through this query to meet the purpose as described. The approval given to receive data through this query does not confer approval to use it for another purpose.
- I will not re-disclose the data received through this query approval process to any public official who has not been authorized by the Data Governing Board to receive it, and who has not also signed a Personal Statement of Confidentiality and Non-Disclosure.
- I will take the necessary and appropriate precautions to safeguard personal information and will comply with all state and federal laws concerning the safeguarding and disclosure of such information.
- I will not use this dataset to re-identify individuals.
- I agree that approval to receive data through this query does not convey ownership of the data.
- I agree that prior to the public release of any documents or reports generated from this query I will supply all reports or documents to the Data Governing Board for review and verification that the intended purpose has been adhered to.
- I agree to store all query data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.
- I agree to store all query data on secure desktop computers and in secure files to which access is restricted to authorized persons only.
- I agree that no query data may be transmitted via email or placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, iPods®, Blackberry ® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.
- I agree to destroy all confidential information obtained through this agreement as soon as such information is no longer needed.
- I agree that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.
- I agree to comply with all provisions of the P20 Win Data Query Management Procedure.

SECTION 5–ADDITIONAL INFORMATION

Provide any additional comments that would be useful to the Data Governing Board in considering this request.
12.1 Signature of Principal Requestor

I understand that the entities that are providing data to P20 WIN (hereinafter Participating Agencies) have made reasonable efforts to ensure that the data available through P20 WIN are up-to-date, accurate, complete and comprehensive at the time of disclosure. These records reflect data as reported to the Participating Agencies by their data-submitting organizations for the reporting period indicated. Changes or updates to the data may occur after the time of disclosure and may impact data that have previously been made available. The Participating Agencies are not responsible for data that are misinterpreted or altered in any way. Derived conclusions and analyses generated from this data are not to be considered attributable to the Participating Agencies or the participating organization(s) from which the data originated.

I certify that the information supplied in this form, with attachments, is complete, accurate. The analysis will be conducted according to the protocol approved by the Data Governing Board, applicable federal, state and local laws regarding the protection of education records and unemployment insurance records. I will ensure that all protocol changes will be prospectively reviewed by the Data Governing Board. I will request approval from the Data Governing Board for changes to the study and will not implement proposed changes until I receive Data Governing Board approval. I will promptly report to the Data Governing Board any related complaints, problems, and/or breaches of confidentiality.

Signature_________________________________________ Date__________________
This form and all attachments are completed by the P20 WIN Data Governing Board in response to a query request.

**SECTION 1 – BASIC REQUEST INFORMATION**

<table>
<thead>
<tr>
<th>Application Submission Date:</th>
</tr>
</thead>
</table>

**TYPE OF SUBMISSION:**
- [ ] Initial Application
- [ ] Continuation
- [ ] Repeat
- [ ] Modification

**P20 WIN Query Number:**

**Query Title:**

**Agencies from which data is being requested (Check all that apply):**

- [ ] SDE
- [ ] BOR
- [ ] DOL

The Policy Lead from Each Participating Agency Completes indicates their approval or denial of the query to enable an audit/evaluation of education programs according to FERPA.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Name</th>
<th>Approved</th>
<th>Denied</th>
<th>Comment</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Is each agency in agreement?  [ ] Yes  [ ] No

**Next steps:**
- If the participating agencies whose data would be included in this specific data request each approve the query, then representatives from each of the included agencies must sign a Memorandum of Agreement for a P20 WIN Data Request.
- Data Governing Board Review Document is shared with the requestor
- Data query process is aborted or continues based upon the decision made.
MEMORANDUM OF AGREEMENT FOR P20 WIN QUERY

This agreement is made between the agencies whose data is included in Approved P20 WIN Query Request Number ________________, hereafter known as the ‘Participating Agencies’, and the data requestor approved by the Participating Agencies, hereafter known as “Approved Requestor”, as documented in the accompanying Query Management Document which is hereby incorporated by reference as a part of this Agreement. Information provided within the approved Query Management Document and this Data Request Confidentiality and Use Agreement fulfills the mandatory provisions for written agreements according to the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and also complies with Unemployment Compensation (UC) considerations under state (CGS § 31-254) and federal (20 CFR 603) law for P20 WIN Query Request Number ____________________.

WHEREAS, the Board of Regents for Higher Education (BOR) is the administrative and governing body for the Connecticut Community Colleges, Connecticut State Universities, and Charter Oak State College, it collects and maintains education records of students enrolled in these public higher education institutions within the State of Connecticut; and

WHEREAS, the State Department of Education (SDE) is the state education authority as defined by FERPA, and it collects and maintains education records of students enrolled in the public school system in the State of Connecticut; and

WHEREAS, The Connecticut Department of Labor (DOL) is the state agency responsible for managing Unemployment Insurance data including wage and employment records that is important for evaluating the effectiveness of education programs; and

WHEREAS, the purpose of this agreement is to enable the audit and evaluation of both K-12 and postsecondary education programs and to assess the degree to which education programs are preparing students for post-secondary education and the workforce, education record data from SDE’s and BOR’s data systems must be linked at the unit record level to data provided by other state agencies to determine patterns over time; and

WHEREAS, The Center for Public Health and Health Policy at the University of Connecticut Health Center (UCHC) has developed with assistance from the Board of Regents for Higher Education a federated data system for the purpose of linking data sets that are owned by the Participating Agencies so that data can be matched and linked longitudinally to conduct necessary audits and evaluations of federal and state programs; and

WHEREAS, BEST is the custodian for the data that will be processed by software residing on its servers and will be involved with installation of the application, hardware, establishing network linkages and connecting data sources; and

WHEREAS, the roles and responsibilities of UCHC and BEST are articulated in agreements with each of the Participating Agencies; and
WHEREAS, the roles and responsibilities of the Participating Agencies are articulated in agreements with UCHC and BEST; and

WHEREAS, 34 Code of Federal Regulations Section 99.31(a)(3) and 99.35(a)(2), as amended effective January 3, 2012, provides that the disclosure of personally identifiable information (“PII”) to an authorized representative pursuant to the “Audit or Evaluation Exception” is permissible without prior consent if the disclosure is for the purpose of carrying out an audit or evaluation of Federal- or State-supported education programs or for the enforcement of or compliance with federal legal requirements related to these programs; and

WHEREAS, the purpose of disclosing PII according to this agreement is to support the audit and evaluation of education programs including the degree to which education programs are preparing students for postsecondary education and for success in the workforce; and

WHEREAS, the regulations further require the state or local educational authority to execute a written agreement to designate the authorized representative and specify the requisite details regarding the purpose and uses of the PII; and

WHEREAS, the Approved Requestor has agreed to the confidentiality and security provisions in the accompanying Query Management Document;

NOW THEREFORE, the parties hereby agree as follows:

I. Authorized Representative: The Participating Agencies designate the Approved Requestor as the “authorized representative” pursuant to FERPA for the purposes of meeting the reporting requirements of federal and state laws.

II. Definitions and Key Terms:

A. The following definitions shall be the same as provided in FERPA and the regulations promulgated thereunder, as amended from time to time Authorized Representative, Education Program, and Personally Identifiable Information (PII).

B. Confidential information or PII from DOL UC records is any UC information which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with other publicly available information to reveal any such particulars and includes, but is not limited to, the following:
   - Any wage information;
   - The individual’s name, SSN, address, Date of Birth, telephone number,;
   - Employer identifiers, including the NAICS Code.

C. State Assigned Student Identifier (SASID): The SASID is a ten digit unique number that is assigned to each student upon entry into a Connecticut public school including publically funded preschool programs as well as standard elementary, middle and high schools. Students retain this unique identifier as they progress through the school system and even if they transfer or move in and out of private schools our across state boarders. Section 14 of PA 11-70 requires...
that each public institution of higher education and each independent institution of higher education that receives state funding to track the SASID of all in-state students until such students graduate from or terminate enrollment at the institution.

D. **Re-disclosure:** Re-disclosure means transfer or disclosure of PII or confidential information to any other person or entity whose access to PII is not specifically authorized in this Agreement.

E. **Participating Agencies:** The Participating Agencies are the Connecticut Board of Regents for Higher Education (BOR), the Connecticut State Board of Education, the Connecticut Department of Labor and those entities that have been approved for participation in P20 WIN by every Participating Agency and that have executed a similar Memorandum of Agreement with UCHC and BEST.

F. **Query Management:** The required review process for each query posed to the system. The Query Management process, as amended from time to time, will consist of the practices and activities as set forth in the P20 WIN Query Management Procedure including but not limited to:

- Document the purpose of the query as it pertains to conducting an audit/evaluation of education programs as allowed by FERPA
- Designate which authorized individuals will initiate the query
- Identify the specific data elements in each data set to be included in the query
- Ensure that each agency whose data would be included in the data match has approved the inclusion of their data before the query is processed
- Designate the individual(s) who have authority to access to the resulting data set
- Document the plans for data analysis and reporting of data from the resultant data set
- Ensure that each agency whose data is included has an opportunity to review and provide feedback on any report that is to be made public prior to publication.
- Reiterate requirements for data security.

III. **Duties and Responsibilities of the Approved Requestor.** The Approved Requestor agrees to the following:

A. The Approved Requestor agrees to comply with the provisions of FERPA and the provisions of 20 CFR 603 and CGS §31-254, as amended from time to time. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 C.F.R. Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information or confidential UC information in a manner not allowed under federal law or regulation.

B. The Approved Requestor shall download requested data from P20 WIN within the seven day period in which the data is temporarily stored.

C. The Approved Requestor shall safeguard the use, publication and disclosure of all information received through data sharing in accordance with all applicable federal and state laws regarding confidentiality.

D. The Approved Requestor shall conduct the audit or evaluation in a manner which does not permit personal identification of individuals or their parents or guardians or any UC claimant or employer by anyone other than the representative of (i) the Participating Agency or (ii) UCHC.
for the purpose of UCHC’s provision of technical support. The Approved Requestor shall maintain the confidentiality of data from the education records and unemployment insurance records at all times by using appropriate disclosure avoidance techniques.

E. The Approved Requestor shall restrict access to PII from student records and confidential UC information to only those authorized persons listed in the Query Management Document and approved by the Data Governing Board who have legitimate interests in the audit, evaluation or enforcement activity specific to this Agreement and need it to perform the official purpose recognized in this Agreement and addenda to it.

F. The Approved Requestor shall ensure that only public agency researchers and designated public agency staff within the approved requestor’s organization who have been identified as having legitimate interests in the evaluation or who provide system support and who have also signed a ‘Statement of Non-Disclosure’ will be allowed to access non-aggregated data from the matched data set for analysis.

G. The Approved Requestor agrees that all personnel authorized to access PII and confidential data provided by the P20WIN agencies shall be fully advised of the confidential nature of the information and the safeguards required to protect the information and execute the ‘Statement of Non-Disclosure’ attached hereto.

H. The Approved Requestor agrees to monitor all authorized users to ensure such users observe the confidentiality requirements outlined in this Agreement and the ‘Statement of Non-Disclosure’.

I. The Approved Requestor agrees that results from any analysis or evaluation of education programs will be published in a manner that protects the privacy and confidentiality of the individuals involved. Tables will utilize disclosure avoidance techniques such as cell suppression, blurring, perturbation as appropriate. Care will be taken when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts or claimant or employer UC information cannot be found through the use of available percentages or data in other related tables. Data users will refer to the best practices outlined by the National Center for Education Statistics SLDS in Technical Brief 3 “Statistical Methods for Protecting Personally identifiable Information in Aggregate Reporting” to minimize, to the greatest extent possible, the risk that individuals could be identified.

J. The Approved Requestor shall only utilize the data received through this query to meet the purpose as described in the Query Management Document. The approval given to receive data through this query does not confer approval to use it for another purpose.

K. The Approved Requestor shall not re-disclose the data received through this query approval process to any public official who has not been authorized by the Data Governing Board to receive it, and who has not also signed a Personal Statement of Confidentiality and Non-Disclosure. No subcontractor of the Participating Agencies, UCHC or DAS-BEST may have access to confidential UC information.

L. The Approved Requestor shall take the necessary and appropriate precautions to safeguard personal, confidential information and will comply with all state and federal laws concerning the safeguarding and disclosure of such information.

M. The Approved Requestor shall not use this dataset to re-identify individuals.

N. The Approved Requestor agrees that approval to receive data through this query does not convey ownership of the data.

O. The Approved Requestor agrees that prior to the public release of any documents or reports generated from this query he or she will supply all reports or documents to the Data Governing Board for review and verification that the intended purpose has been adhered to.
P. The Approved Requestor agrees to store all query data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.

Q. The Approved Requestor agrees to store all query data on secure desktop computers and in secure files to which access is restricted to authorized persons only.

R. The Approved Requestor agrees that no query data may be transmitted by email or placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, IPods®, Blackberry® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.

S. The Approved Requestor agrees to destroy all confidential information obtained through this agreement as soon as such information is no longer needed or at such time as the Data Governing Board has set whichever occurs sooner.

T. The Approved Requestor agrees that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.

U. The Approved Requestor agrees that transmission and storage of all data pertaining to an individual’s educational records and unemployment insurance records will adhere to generally accepted best practice standards related to information security, including, but not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels and limitation of physical access to confidential information and PII. While overall system security is a shared responsibility, the Approved Requestor is primarily responsible for the security of the data after it is downloaded.

V. The Approved Requestor will regularly monitor those persons with access to PII to determine whether the job responsibilities of those persons continue to require access, and will immediately remove access for any person who is determined to no longer need such access. The Authorized Requestor will additionally immediately notify the Governing Board that access has been terminated. The Approved Requestor will take all necessary steps to ensure that any records which are in the possession or control of such persons are timely destroyed as provided in this Agreement.

IV. Duties and Responsibilities of the Participating Agencies. The Participating Agencies agree to the following:

A. The Participating Agencies shall provide the data necessary to identify matches between data sets from agencies participating in P20 WIN, and additional data fields which are required for the system query as identified in The Query Management Document for each approved data request.

B. The Participating Agencies shall participate in data governance processes to review and monitor P20 WIN data requests and amendments to them.

C. The Participating Agencies shall perform an on-site audit and inspection of the system whenever, and as often as, the Participating Agencies deems appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments are satisfied.
V. Audits. The Approved Requestor agrees to the following:
   A. The Approved Requestor will allow Participating Agencies to perform an on-site audit and inspection of the system whenever, and as often as, the Participating Agencies deems appropriate and reasonable. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments are satisfied.

VI. Destruction of Data.
The Approved Requestor shall have 12 months to complete the audit/evaluation of the matched and de-identified data file developed per approved query. A shorter or longer timeframe may be designated via the Query Management Document by the Data Governing Board. Within the approved timeframe for completion of the audit/evaluation or within two business days of the termination of this Agreement, the Approved Requestor will destroy the original unit level resultant matched data set as well as any copies thereof and shall provide a completed and executed scanned copy of the P20 WIN Data Destruction Certificate by email to the P20 WIN Data Governing Board. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board. The Approved Requestor may seek an extension of time within which to destroy the data file which shall require the approval by the P20 WIN Data Governing Board.

VII. Breach of Confidential Information.

For purposes of this Agreement, “breach” means the acquisition, access, use, or disclosure of PII in a manner not permitted under this Agreement, FERPA or other applicable law which compromises the security or privacy of PII. The Approved Requestor agrees that, following the discovery of a breach of PII, it shall notify the Data Governing Board of such breach in accordance with the following requirements:

   A. Such notification shall be provided by the Approved Requestor to the board without unreasonable delay, and in no case later than 3 business days after the breach is discovered by the Approved Requestor. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Approved Requestor. The notification shall include a detailed description of the PII that was the subject of the breach including the identification or unique identifier of each individual whose PII has been, or is reasonably believed by the Approved Requestor to have been, accessed, acquired, or disclosed during such breach.

   B. The Approved Requestor agrees to include in the notification to the Board at least the following information:

      1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

      2. A description of the types of PII that were involved in the breach.

      3. A detailed description of what the Approved Requestor is doing to investigate the breach, to mitigate losses (including the provision of identity theft protection to the individual whose data was improperly disclosed), and to protect against any further breaches.
VII. **Miscellaneous Provisions**

A. **Duration.** This Agreement will become effective upon its execution by both parties, and will expire as of the date for data destruction as approved in the Query Management Document for P20 WIN Query Request Number ____________________, and addenda to it unless terminated before said date.

B. **Amendments.** Revisions to the Agreement’s objectives must be approved in writing. A formal amendment, in writing, shall not be effective until executed by all parties to the agreement, and shall be required for extensions of the final date of the agreement period, revisions to project specifications, and any other Agreement revision determined material by the Participating Agencies or Approved Requestor.

C. **Termination.** This Agreement shall remain in full force and effect for the entire term of the Agreement period stated above unless cancelled by either party, with thirty (30) days written notice. If this Agreement is found by a court or tribunal of competent jurisdiction to be in conflict with any United States or Connecticut statutes or with any rule, regulation, or guideline; it shall be null and void to the extent of such conflict. Upon termination of the Agreement, Approved Requestor shall destroy the original unit level resultant matched data set as well as any copies thereof and shall provide a completed and executed scanned copy of the P20 WIN Data Destruction Certificate by email to the P20 WIN Data Governing Board. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board.

D. **Contact Information.** The parties named the following individuals as primary representatives regarding this Agreement. The parties shall notify each other of any change to this designation within ten (10) business days.

1. The BOR names the following individual as its primary contact concerning this Agreement:
   Braden Hosch, Dir. of Policy and Research & Acting Dir. of Academic Affairs
   Board of Regents for Higher Education
   39 Woodland Street
   Hartford, CT06105
   Phone: 860-493-0235
   Fax: 860-493-0026
   e-mail: hoschb@ct.edu

1. The SDE names the following individual as its primary contact concerning this Agreement:
   Ajit Gopalakrishan Chief of Bureau of Data Collection, Research and Evaluation
   Connecticut State Department of Education
   165 Capitol Avenue
   Hartford, CT 06106
   Phone: 860-713-6888
   Fax: 860-713-7033
   E-mail: ajit.gopalakrishnan@ct.gov

2. The DOL names the following individual as its primary contact concerning this Agreement:
   Andrew Condon, Director of Research and Information
   Connecticut Department of Labor
   200 Folly Brook Boulevard
   Wethersfield, CT06109
2. UCHC names the following individual as its primary contact concerning this Agreement:
   Dr. Robert Aseltine, Professor & Director of Connecticut Health Information Network
   University of Connecticut Health Center
   263 Farmington Avenue, MC3910
   Farmington, Connecticut 06030-3910
   Phone: 860-679-3282
   e-mail: aseltine@uchc.edu

3. BEST names the following individual as its primary contact concerning this Agreement
   Mark Raymond, Chief Information Officer
   Bureau of Enterprise Systems & Technology
   Department of Administrative Services
   101 East River Drive
   East Hartford, CT 06106
   Phone: 860-622-2419
   e-mail: Mark.raymond@ct.gov

4. The Approved Requestor names the following individual as its primary contact concerning this Agreement:
   Name: __________________________
   Organization: _____________________
   Address: __________________________
   Phone: ___________________________
   E-mail: ___________________________

E. **Data Ownership.** Ownership of all data collected and maintained by the Approved Requestor remains with the Participating Agencies. Disclosure of these data under the terms of this Agreement does not additionally assign ownership of these data.

F. **Compliance with federal and state statutes.** In performing services pursuant to this agreement, the parties agree that they shall comply with all applicable federal and state statutes and regulations, including but not limited to, FERPA, the Gramm-Leach-Bliley Act, HIPAA, 20 CFR 603, section 31-254 of the Connecticut General Statutes and related state agency contracting policies, in the protection of all personally identifiable and other protected confidential information. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share confidential student or DOL information in a manner not allowed under such laws or regulations.

G. **Compliance with federal and state statutes.** In performing services pursuant to this agreement, the parties agree that they shall comply with all applicable federal and state statutes and regulations, including but not limited to, FERPA, the Gramm-Leach-Bliley Act, HIPAA, CGS § 31-254 and 20 CFR 603, and related state agency contracting policies, in the protection of all personally identifiable and other protected confidential information. Nothing in this Agreement
may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed under such laws or regulations.

H. Each party agrees that it shall be responsible for losses arising out of (i) its own acts or omissions that result in a breach of PII or failure to comply with applicable law regarding protection of confidential information (ii) its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under the Agreement.

VIII. Acceptance & Approval

IN WITNESS WHEREOF, the Participating Agencies and the Approved Requestor hereto have caused this Agreement to be executed by their respective representatives who have authority to execute this Agreement on their behalf, which Agreement is to be effective as of the later of the dates noted below.

Participating Agency Approval

Board of Regents for Higher Education:

Name: ________________________________
Title: ________________________________
Signature: ____________________________
Date Signed: __________________________

Connecticut State Department of Education:

Name: ________________________________
Title: ________________________________
Signature: ____________________________
Date Signed: __________________________

Department of Labor:

Name: ________________________________
Title: ________________________________
Signature: ____________________________
Date Signed: __________________________

Approved Requestor

Name: ________________________________
Title: ________________________________
Signature: ____________________________
Date Signed: __________________________
This form is completed by the P20 WIN Data Governing Board in response in order to evaluate whether the preliminary data has been appropriately aggregated so that it no longer meets the FERPA definition of Personally Identifiable Data. The standard to be used is to determine that a reasonable person in the school community, someone without personal knowledge of the circumstances, could not identify individual students or individuals through the data set to be released.

**SECTION 1 – BASIC REQUEST INFORMATION**

<table>
<thead>
<tr>
<th>Application Submission Date:</th>
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<tbody>
<tr>
<td>P20 WIN Query Number:</td>
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<tr>
<td>Query Title:</td>
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</table>

**Agencies from which data is being requested (Check all that apply):**

- [ ] SDE
- [ ] BOR
- [ ] DOL

The Policy Lead from Each Participating Agency Completes indicates their acceptance of the data for publication. Prior to this approval, all data sets and associated documents are to be considered exempt pursuant to CGS § 1-210(a) of the general statutes due to the data’s confidential status under state and federal law and preliminary, draft, not final for purposes of CSG § 1-210(b)(1) and, therefore, not releasable under the Connecticut Freedom of Information Act. Concerns are to be documented and provided to the research for adjustment. Adjusted datasets will be reviewed again and cannot be published until all agencies have approved it for release.

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<thead>
<tr>
<th>Agency</th>
<th>Name</th>
<th>Approved</th>
<th>Denied</th>
<th>Comment</th>
<th>Date</th>
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Is each agency in agreement? [ ] Yes [ ] No

**Next Steps:**

- If yes, researcher may move forward with publication
- If no, researcher has the opportunity to revise the data set and report and resubmit for review.
This form is completed in order to document that the unit record data received through P20 WIN has been destroyed. Data destruction is required at the end of an approved audit or evaluation or in the event of a termination of the Memorandum of Agreement for a P20 WIN Data Request. In the case of an approved audit or evaluation, the timeframe by which unit record data must be destroyed is determined and approved by the P20 WIN Data Governing Board. The Data Destruction Certificate must be completed and provided to the P20 WIN System Administrator within 3 working days of the destruction of data. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board.

<table>
<thead>
<tr>
<th>SECTION 1 – BASIC INFORMATION</th>
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<tbody>
<tr>
<td>Approved Requestor Name:</td>
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<td>P20 WIN Query Number:</td>
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<tr>
<td>Approved timeframe for audit/evaluation:</td>
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<td>______________ to ______________</td>
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<td>List extensions as appropriate:</td>
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<td>Extension to ____________ granted on ______________</td>
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<td>Extension to ____________ granted on ______________</td>
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<td>Date of data destruction:</td>
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<td>Method of data destruction:</td>
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<tr>
<th>SECTION 2 – AFFIRMATION OF DESTRUCTION</th>
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<tbody>
<tr>
<td>I hereby affirm that the unit record data provided as a part of the Query Number listed above has been completely destroyed including all original unit record data and any copies of the unit record data that were made in paper or electronic form.</td>
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<td>Signature of Approved Requestor or Agency Representative</td>
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CT Preschool through 20 & Workforce Information Network (P20 WIN)
Provide the name of each element needed from each data source including elements needed to link data sets. Identify the values of each element codes set that are necessary. Add as many rows as necessary.

<table>
<thead>
<tr>
<th>Data Element Name</th>
<th>Definition</th>
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ATTACHMENT B – DATA ELEMENT & PURPOSE CROSSWALK

Provide a crosswalk for each data element requested and describe how it relates to the purpose of the query. List each data element once with only one data element per row. Add as many rows as necessary. P20 WIN element names can be found here: enter URL for P20 WIN meta-data dictionary. **NOTE: If a proposal is approved, data elements may be removed from the request if there is insufficient evidence to show how the data element requested relates to the purpose.**

<table>
<thead>
<tr>
<th>P20 WIN Query Number:</th>
<th>Query Title:</th>
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<tr>
<th>Data Element Requested</th>
<th>Code set value to be included</th>
<th>Other Qualifier</th>
<th>Related Research/Policy Question(s)</th>
<th>Explain how this element relates to the Research Question</th>
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*Thanks to FLDOE for the use of the concept and template for this page.*
ATTACHMENT C – STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

Personal Statement of Confidentiality and Non-Disclosure

P20 WIN Query Number: ____________________________

Before you are allowed access to the information through the Preschool through Twenty and Workforce Information Network (P20 WIN), you are required to read, agree and execute the following statement of your knowledge, obligation and responsibility with respect to the above referenced query.

- As an employee of ________________________________, I have access to information provided through P20 WIN. This data shall not be used to make any decisions about the rights, benefits or privileges of those individuals identified through the matching process. Further, P20 WIN information is confidential, and may be used solely for the purposes of work defined in the Memorandum of Agreement between the Participating Agencies and the University of Connecticut Health Center (UCHC) dated as of ____________.

- I have been informed and understand that all information related to this Agreement is confidential and may not be disclosed to unauthorized persons.

- I agree that I am responsible for maintaining this confidentiality.

- I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.

- I will not use the data for any purpose other than that approved by the P20 WIN Data Governing Board and I will not facilitate or tolerate by others any unauthorized use of information provided or generated.

- I agree that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of ____________________________ under this Agreement.

- I agree that under Conn. Gen. Stat. §§31-254 and under Federal law, specifically 20 CFR 603 of the federal regulations, Unemployment Compensation (UC) data, in whatever form it is viewed under this agreement, is, as a matter of law, and shall be treated as, confidential information. Conn. Gen. Stat. §§31-254 provides that any breach of this confidentiality will be grounds for punitive action which may consist of a fine of up to $200, imprisonment for up to six months, or both and termination of employment.

- I agree to store all query data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only.

- I agree to store all query data on secure desktop computers and in secure files to which access is restricted to authorized persons only.

- I agree that no query data may be placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, IPods®, Blackberry® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.
• I agree to destroy all confidential information obtained through this agreement as soon as such information is no longer needed.

• I agree that the Data Governing Board will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this Agreement.

• I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

Employee
I have read and understand the above Notice of Nondisclosure of information.

Supervisor
The employee has been informed of their obligations including any limitations, use or publishing of confidential data.

Signature

Printed Name

Organization

Job Title

E-mail Address

Date