

Montana Data System Connections

- **Department of Labor Unemployment Wage Records** – see attached agreement – Montana only utilized these records and FEDES for the placement (4P1) indicator.
 - Survey data is gathered by some institutions but is not kept in the data system at this point.
 - Data Takes 6 to 7 months to come in and be cleaned and is typically not available until the end of July of the following year.
 - Placement rate for Montana is around 58% - survey data can bring it up around 10% points but is difficult to validate.
- **Federal Employment Data Exchange System (FEDES)**– see attached agreement – Annually, Montana submits a list of SSNs to DOL who rolls our data up with the rest of the state data.
 - The results have run between 80-190 folks out of 8500-9000 SSNs or about 2%.
- **National Student Clearinghouse (NSC)**
 - The Student Assistance Foundation (SAF) has a contract with NSC. All data inquiries are covered in the contract.
 - The file of SSNs is walked upstairs to our SAF contact person along with the parameters for the query.
 - Results are typically received within 1 week and include information on the enrollment including, college, degree, and program.
 - Typically find matches for 23% of graduates.
- **Montana University System Data Warehouse (MUSDW)**
 - Our data match is performed once a year through our own office
 - Typically find matches for 16% of graduates.
- **Apprenticeship**
 - Montana’s employment for construction jobs is overwhelmingly non-union. The vast majority of construction and trades graduates are hired and employed (sometimes before graduating) by non-union employers. Given this, they will be reported as employed through our DOL Wage Records Exchange.
- **Perkins Data Systems Contact**
 - Kathy Wilkins, Perkins Accountability Specialist
Wk: 406.444.0313
Cell: 406.461.3555
Email: kwilkins@montana.edu

MEMORANDUM OF UNDERSTANDING
BETWEEN COMMISSIONER OF HIGHER EDUCATION AND
MONTANA DEPARTMENT OF LABOR AND INDUSTRY,
RESEARCH AND ANALYSIS BUREAU

I. PARTIES

This Memorandum of Understanding [hereinafter the "MOU"] is made and entered into by and between the Commissioner of Higher Education [hereinafter the "CHE"], on behalf of the Montana University System [hereinafter the "MUS"], 46 N. Last Chance Gulch, Helena, Montana 59601, and the Montana Department of Labor and Industry, Research and Analysis Bureau [hereinafter the "MDLI"], P.O. Box 1728, Helena, Montana 59624-1728.

II. PURPOSE

The purpose of this MOU is to allow for the exchange of data containing personally identifiable information between the MDLI and CHE. This data exchange will enable research by MDLI and CHE on the employment of students/graduates from the MUS in Montana's workforce for or on behalf of the MUS. Information from wage records and other administrative data will be used to determine if and where students/graduates are employed within the state. The impetus for this exchange of data is solely for the purpose of conducting research to improve the quality of higher education programs and instruction for Montana citizens and the study of labor market trends. Personally identifying information utilized and generated by the data match will be kept secure, will not be used to make decisions concerning the rights, benefits or privileges of specific individuals, nor will it be reported in anything other than an aggregated format.

III. DUTIES OF THE PARTIES

A. MDLI and the CHE agree to produce and/or provide the following to the other:

1. A detailed list of data elements needed to conduct research aimed at improving the quality of higher education and the study of trends in the labor market.
2. A tape, diskette or other data transfer mechanism containing the identification numbers and other descriptive information from the educational record of graduates and employment related information of those graduates in Montana's workforce, to the extent that the parties mutually agree to the data elements.

B. Each party has a duty to consult with the other to ensure selection of needed data and to correct discrepancies in data exchanged between the parties.

III. DATA PRIVACY

- A. The MDLI and the CHE agree to develop a joint plan to address security and privacy issues, data element identification, and data handling/processing procedures.
- B. The MDLI and the CHE agree to use the data exchanged only to the extent necessary to obtain and compute information for research pertaining to Montana's labor market and system of higher education.
- C. Data shall be stored and processed in such a manner that unauthorized persons cannot retrieve the information by means of a computer, remote terminal or other means. Data will be destroyed when no longer needed.
- D. The MDLI and the CHE agree to abide by the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, and any other applicable government law or regulation on confidentiality of data and information, including, but not limited to, the provisions of 34 CFR § 99.31 regarding the dissemination of student information.
- E. For the purposes of executing this agreement, the MDLI and the CHE, and their agents, shall have access to private data maintained by each party to the extent necessary to carry out its responsibilities under this contract.
- F. Each party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of or resulting from, or in any manner attributable to, the actions of any other party.

IV. PAYMENT AND TERMS OF PAYMENT

No fees will be charged by any party.

V. TERM OF THE AGREEMENT

The term of this agreement shall be from the date executed by each party to June 30, 2010 and shall be subject to automatic renewal at 12:01 a.m., July 1, 2010 and every subsequent year unless any party provides prior written notice to the other parties of that party's intent to withdraw from the agreement. In such case the agreement shall renew as to the non-withdrawing parties. Any data received by the withdrawing party shall be destroyed if the agreement is not renewed, in accordance with state law, with the exception of any summary data that has been prepared.

VI. CANCELLATION

This agreement may be cancelled with or without cause, upon thirty (30) days written notice to the other party.

VII. ASSIGNMENTS

This agreement may not be assigned to a third party without the written approval of all other parties to the other party.

VIII. AMENDMENTS

Any amendments to this contract shall be in writing and shall be executed as an amendment to this contract by all parties.

IX. LIABILITY

Each party shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of others and the results thereof.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

MONTANA UNIVERSITY SYSTEM

By: _____ Date: _____
Sheila M. Stearns
Commissioner of Higher Education

By: _____ Date: _____
Catherine M. Swift
Chief Legal Counsel

MONTANA DEPARTMENT OF LABOR AND INDUSTRY, RESEARCH AND ANALYSIS BUREAU

By: _____ Date: _____
Keith Kelly
Commissioner of Labor and Industry

By: _____ Date: _____
Vivian Hammill
Chief Legal Counsel

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL

J. JOSEPH CURRAN, JR.
ATTORNEY GENERAL

DONNA HILL STATON
DEPUTY ATTORNEY GENERAL

MAUREEN M. DOVE
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ELIZABETH H. TRIMBLE
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CHIEF OF LITIGATION

DEPARTMENT OF LABOR, LICENSING AND REGULATION
500 N. Calvert Street - Suite 406
Baltimore, Maryland 21202-3651
(410) 230-6108 - FAX: (410) 333-6503

August 15, 2006

RECEIVED
AUG 18 2006
Montana University System

Kathy Wilkins
Perkins Accountability Specialist
Office of the Commissioner of Higher Education
P.O. Box 203201
Helena, Montana 59620

RE: Modification to FEDES Data Sharing Agreement

Dear Ms. Wilkins:

Enclosed please find a fully executed copy of the Modification to the Data Sharing Agreement between Montana and the State of Maryland Department of Labor, Licensing and Regulation.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sarah P. Harlan', written in black ink.

Sarah P. Harlan
Assistant Attorney General

Enclosure

cc: Jane Stavely, University of Baltimore (w/ encl.)
Kate Kahle, Montana Department of Labor and Industry (w/encl.)

**MODIFICATION ONE TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF MARYLAND DEPARTMENT OF LABOR,
LICENSING, AND REGULATION (“DLLR”) AND
THE STATE OF MONTANA DEPARTMENT OF LABOR AND INDUSTRY-
STATEWIDE WORKFORCE PROGRAMS AND
OVERSIGHT BUREAU (“MT DLI-SWPOB”)**

DLLR and MT DLI-SWPOB have entered into a Memorandum of Agreement outlining the terms of MT DLI-SWPOB’s participation in the Federal Employment Data Exchange Pilot Project (“FEDES”). Since the execution of the Agreement between DLLR and MT DLI-SWPOB, an additional Montana State Agency, the Office of Commissioner of Higher Education (OCHE), has expressed an interest in participating in the FEDES project and seeks to have access to certain federal wage data pursuant to the Memorandum of Agreement between DLLR and MT DLI-SWPOB.

The purpose of this Modification is to permit OCHE to participate in FEDES using MT DLI-SWPOB as a point of contact. In addition to the parties to the original agreement, this modification is being signed by OCHE. By signing this modification, OCHE and its representatives, agents and assigns agree to abide by all of the terms and conditions set forth in the original Agreement between MT DLI-SWPOB and DLLR. The contact person for this Agreement and the “Custodian” of the personally identifiable employment records received by OCHE shall be:

Kathy Wilkins
Perkins Accountability Specialist
P.O. Box 203201
Helena, MT 59620
406-444-0313
kwilkins@oche.montana.edu

DLLR hereby expressly grants permission to MT DLI-SWPOB to share FEDES data with OCHE provided that access to the data is limited to the OCHE employees listed on attachment 1 of this modification. OCHE recognizes that confidentiality of the data is of paramount importance. Access to any data obtained through the FEDES project by OCHE shall be limited to those persons listed on attachment 1.

All other terms and conditions of the Agreement between MT DLI-SWPOB and DLLR remain in full force and effect.

On behalf of the Parties, the undersigned individuals hereby attest that s/he is authorized to enter into this Agreement and agrees to all the terms specified herein.

WITNESS:

Betty J. Obermally

FOR State of Maryland, Department of Labor, Licensing and Regulation:

By: Gregory Saiko

Name: Gregory Saiko

Title: Deputy Secretary

Date: 8/10/06

WITNESS:

Cathy Bream

FOR State of Montana, Department of Labor and Industry:

By: Keith Kelly

Name: Keith Kelly

Title: Commissioner

Date: July 17, 2006

WITNESS:

Kathy Watkins

FOR State of Montana, Office of the Commissioner of Higher Education:

By: Arlene Parisot

Name: Arlene Parisot

Title: Director of Workforce Development & Two Year Education

Date: June 25, 2006

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Eric P. Nault
Assistant Attorney General for DLLR

Attachment 1
List of OCHE Employees Who Will Have Access
To Confidential FEDES Data

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