

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND  
WYOMING DEPARTMENT OF EDUCATION**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Workforce Services, Research & Planning Section, [R&P/DWS] whose address is: 122 West 25<sup>th</sup> Street, Herschler Building, 2-East, Cheyenne, WY 82002, and the Wyoming Department of Education [WDE], whose address is: Hathaway Building, 2<sup>nd</sup> Floor, 2300 Capitol Avenue, Cheyenne, Wyoming 82002-0050.
2. **Purpose.** The purpose of this MOU is exclusively statistical to fulfill the requirements: a) of the Hathaway Student Scholarship Program Longitudinal Study goals as specified in Chapter 95, Section 9 of the Session Laws of Wyoming 2008; b) of Enrolled Act No. 29, Section 326 subsection (d) of the State of Wyoming 2012 Budget Session; c) for planning of service delivery under section 112, evaluation under sections 136(e), and analysis of the labor market as described in section 309 of PL 105-220, the Workforce Investment Act; d) of the Rehabilitation Act of 1973, as amended, for analysis and evaluation; e) for labor market outcome reporting for education and training programs administered by DWS and implemented through MOU with WDE; f) to promote the development of a State Longitudinal Data System as envisioned by the American Recovery and Reinvestment Act of 2009 (PL 111-5); g) for the assessment of career and technical education programs and meeting the needs for Federal accountability under the Carl D. Perkins Vocational and Technical Education Act of 2006 (P.L. 109-270); h) of the Workforce Data Quality Initiative grant award (to DWS, 6/12/13 authorized by PL 112-74, division F(3)(D) as amended by PL 112-175); and i) at 34 CFR 99.31(a)(6)(C)(iii)(C) to utilize a written agreement when an educational agency discloses personally identifiable information, with the goal of improving instructional programs through the conduct of evaluations, and other studies under the meaning of the term as specified in 34 CFR 99.31(a)(6)(C), the Family Educational Rights and Privacy Act (all references to statute, rule, regulation, and Memorandum of Understanding refer to their "as amended" form).
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. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of R&P/DWS.** R&P/DWS agrees to:
  - A. Project Scope – 34 CFR 99.31(a)(6)(C)(iii)(B) -- Develop and manage the Hathaway Scholarship Workforce Follow-up System (hereinafter, the System) evaluation

project as defined by FERPA by incorporating student records from WDE, Wyoming Community Colleges, the University of Wyoming, Unemployment Insurance wage records and employer tax records, employment licensing information, and other relevant administrative records as well as non-confidential economic and demographic characteristics on a longitudinal basis. Base the analysis on literature devoted to the analysis of administrative records, relevant subject matter areas, and requests from interested and affected parties on both descriptive and explanatory levels focusing on workforce outcomes grounded in socio-economic, demographic, labor market, and educational factors for cohorts of 9<sup>th</sup> to 12<sup>th</sup> graders beginning with the 2005-06 school year over a ten (10) year period for each cohort.

Make all Memorandums of Understanding referenced in this subsection available to the public at: <http://doe.state.wy.us/LMI>. All future applicable MOUs shall be posted to this website within thirty (30) days of the date of the last signature affixed to the future MOUs.

R&P/DWS may use the following record linkages:

- (i) University of Wyoming and Community College student records to establish and/or verify student identity, develop complete scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis (applicable to each source of data identified in this subsection), Chapter 95, Section 9 of the Session Laws of Wyoming 2008, Enrolled Act No. 29, Section 326 subsection (d) of the State of Wyoming 2012 Budget Session, Wyoming State Statute 27-2-105(v) and section 309 of PL 105-220 (29 USC 491-2) incorporating section 136(e) by reference (Chapter 95, Section 9, Section 326, subsection (d), and section 309 apply to each item in this subsection). Unless otherwise indicated, data use is limited to statistical use protecting the identity of individuals and firms under Wyoming State Statute 27-3-603 and 29 USC 491-2, and protecting the identity of parents and students under 34 CFR 99.31 (C)(iii)(A).
- (ii) Vital records of birth, death, marriage, and divorce to establish and/or verify student identity, develop complete scholarship and control group records for descriptive, quasi experimental, and other forms of analysis relating to labor force participation, and household and individual migration, pursuant to Memorandum of Understanding between Wyoming Department of Health, Vital Statistics Services and DWS dated September 2011. Limitation – refrain from publishing data, including but not limited to county level data, for categories containing totals less than five. See Attachment C.
- (iii) Wyoming Department of Education 684 fall and spring staffing report to establish career paths and scholarship impact on school district employment pursuant to a Memorandum of Understanding with the Wyoming Department of Education dated May 2001, and funding model monitoring as described in Section 326, subsection (d).



- (iv) Wyoming Department of Transportation driver's license records to establish and/or verify identity, demographics, household characteristics, worker commuting to multi-establishment UI accounts to establish more accurate NAICS codes for place of employment, and develop complete scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis including workforce commuting, migration, and employment status, pursuant to Public Law 103-322, Title XXX – Protection of Privacy of Information In State Motor Vehicle Records section 2721(5) and the Wyoming "MOU between Department of Workforce Services and Department of Employment, Department of Transportation – R.I.S. Access User Acknowledgment" agreement (1998). Limitation – name and address data elements may not be used to contact license holders without advance written permission of the license holder. See Attachment C.
- (v) DWS Unemployment Insurance wage records and employer account information for Wyoming and among 10 State Research offices for purposes of establishing industry of employment, earnings level, longitudinal earnings gain, employment continuity and turnover, and employment related migration, pursuant to Memorandums of Understanding with the States of Alaska, Idaho, Montana, South Dakota, Nebraska, Utah, Colorado, Oklahoma, New Mexico, and Texas (various dates) which comply with 20 CFR 603 – Federal-State Unemployment Compensation Program; Confidentiality and Disclosure of State UC Information, Wyoming State Statutes 27-3-603 and 27-3-606. See Attachment C.
- (vi) DWS Unemployment Insurance wage records for state employees of Wyoming, to establish career paths and scholarship impact on employment in state government occupations pursuant to Wyoming State Statutes 27-3-502(e), 27-3-603, and 27-3-607(d).
- (vii) DWS Unemployment Insurance claims, to establish scholarship impact on spells of unemployment pursuant to Wyoming State Statutes 27-3-603, 27-3-606 and 27-3-211(b)(iii).
- (viii) DWS Workers' Compensation claims and tax records, to establish scholarship impact on spells of work place injury and hours worked pursuant to Memorandum of Understanding dated January 2006 and Wyoming State Statute 27-3-603. See Attachment C.
- (ix) DWS Workforce Investment Act (youth, adult, and dislocated worker training) and Employment Service (labor exchange), to establish scholarship impact on the use of employment and training services in assisting students seeking careers and work PL 105-220 section 136(e).
- (x) DWS Vocational Rehabilitation to establish the role of vocational rehabilitation in assisting students seeking careers and work, and establish

scholarship impact on the use of these programs, the Vocational Rehabilitation Act of 1973 as amended by PL 105-220 section 403 Title II Research and Training, 34 CFR 350.3, 350.41, and 361.22.

- (xi) DWS/R&P New Hires survey and Employer Provided Benefits survey, access to employer provided benefits, occupation of employment, rate of compensation, credential requirements of the job, selected skills requirements of the job, and employer satisfaction with the match between skills and job requirements, PL 105-220 section 136(e).
- (xii) Professional Teaching Standards Board licensing information for Wyoming to establish career paths and scholarship impact on employment in the teaching occupation in Wyoming pursuant to Memorandum of Understanding dated August 2012. See Attachment C.
- (xiii) 14 Health Care Board licensing information for Wyoming to establish career paths and scholarship impact on employment in health care occupations pursuant to Memorandums of Understanding (various dates) with the Wyoming Licensing Boards of Nursing, Chiropractic Examiners, Speech Pathology and Audiology, Hearing Aid Specialists, Dental Examiners, Examiners in Optometry, Registration in Podiatry, Radiologic Technologists Examiners, Mental Health Professionals, Physical Therapy, Respiratory Care, Embalming, Pharmacy, Occupational Therapy, Nursing Home Administrators, and Medicine authorized under the Affordable Care Act PL 111-148 Title V, Wyoming Stat. Ann. Section 33-21-122(c) (xv) and (xvi). See Attachment C.
- (xiv) Adult Basic Education to establish the scholarship impact on ABE services in assisting students seeking improved educational attainment pursuant to PL 105-220 sections 212(b)(2)(A)(ii) and 224(b)(3), an MOU with the Wyoming Community College Commission dated August, 2012. See Attachment C.
- (xv) National Student Clearinghouse matches to explain employment and earnings levels affected by subsequent enrollment in an institution of higher education in other states and identify the factors associated with longitudinal employment in Wyoming pursuant to the implementation of the terms of this MOU.
- (xvi) Department of Family Services Directory of New Hires program to refine wage records based quarterly employment information with point in time hire information from the Directory to improve the quality of employment and earnings information and to develop complete scholarship and control group records for descriptive, quasi-experimental, and other forms of analysis to develop explanatory analysis for student outcomes and to assess scholarship impact on the use of means tested programs. (USC Title 62 section



653a(h)(3), Wyoming State Statute 27-1-115(a)(i)(B)(iii), MOU in negotiations.)

(xvii) Link student records to data described in i through xvi of this subsection to produce reports in the WDQI Technical Proposal to (1) produce historic and descriptive trend analysis of education and demographics, (2) produce historic descriptive and trend analysis of education and employment outcomes, (3) link training outcomes to industry and occupational projections, (4) develop program evaluation analysis to assess economic returns for the State, and (5) explore probabilistic predictive models to anticipate educational and economic outcomes. See Attachment C WDQI Technical Proposal.

**B.** Utilize the System to produce statistical reports including narrative and graphics as defined in Attachment A, Hathaway Scholarship Plan Matrix detail items 12, 13, and 14 employing the computational formula and analysis strategies defined in Attachment B, which includes most commonly performed calculations 12 A through C, 13 A through C, and 14 A and B. Additional analysis may be carried out in response to research questions which emerge from the analysis of detailed items 12, 13, and 14, which result from the addition of new data to the System, or which emanate from interested and affected parties.

(i) Measure 12 is based on student (simultaneous employment and enrollment) and graduate records linked to employer Unemployment Insurance (UI) accounts and the employer's North American Industrial Codes System (NAICS) to establish the employment category (including matches with Research offices in selected states).

(ii) Measure 13, employee earnings, is based on Measure 12 plus employer payroll compensation information for students and graduates.

(iii) Measure 14, proportion of Hathaway scholars entering and remaining in the Wyoming workforce (retention), is based on Measure 12 tracked quarterly on a longitudinal basis.

(iv) Impact, or economic returns for the State, will be ascertained based on continuity of employment, earnings, and retention, on a longitudinal basis in comparison to these same outcomes for similar non-Hathaway scholarship student groups in a quasi-experimental design supplemented with regression analysis.

**C.** Utilize National Student Clearinghouse matches to explain simultaneous employment and enrollment involving other states (and the effect on earnings) and identify the factors associated with longitudinal employment in Wyoming for Measure 14.

- D. Utilize the Wyoming Department of Education Teacher/Course/Student Enrollment Data (WDE684, and predecessors) report series micro-data to create similar non-Hathaway scholarship groups (using propensity scores for as many variables as possible) for comparison as described in 5(B)(12) above, and for purposes of producing socio-economic context variables used to statistically explain outcomes.
- E. Utilize the student records for the cohort of students from the school year (2005/2006) immediately preceding the school year in which the Hathaway student scholarship program was implemented, to the extent that records are available as a non-experimental design to provide contrasting context outcome for Measures 12, 13, and 14.
- F. Make System analysis and statistical reports available to any other State or local entity of Wyoming government contributing data to, or for, the System including school districts, community colleges, the University of Wyoming or its component colleges. Such reports shall be made available through Memorandum of Understanding only for payment from funds provided by, or on behalf of, the requesting entity (or, entities collectively). Only entities entering into agreement for statistical reports with DWS will be identified in statistical reports unless specified other entities co-participate in the MOU, or sign a release permitting identification of an entity as part of the MOU.
- G. Ensure that student records, and all other confidential information are not disclosed in any form which reveals the identity of an individual or employer, are stored only in secure areas on a secure State computer system, and that only authorized employees of R&P/DWS, as identified by signature to WDE Non-Disclosure Affidavits, requiring the data for purposes of this MOU have access to the data. These objectives shall be met by ensuring that:
  - (i) The data are only stored and used on password protected worksites within DWS facilities and under the control of R&P and IT/DWS staff in Casper.
  - (ii) DWS/ R&P's databases reside on a SQL Server that is not connected to the Internet and access is precisely controlled via R&P staff user accounts and passwords that are supplied by our IT department. It is not a live production server and DOES NOT ALLOW other agencies external to, or within, our own State Government access to the data once it is posted to the server. R&P/DWS has a job (preprogrammed reporting) in place on our SQL Server that records specific permissions to all objects on the server by user nightly. A job also examines each analyst's personal database (their working directory) for tables with fieldnames like SSN, address, UI account number, name, etc. Both jobs record the output of the program to tables available to the DBA. R&P/DWS shall adopt a Sally Port / Gateway server design and restricted access to a gateway database shall be granted to two DBA's. The function of the gateway database will be to strip and archive PII from the data



sets as they enter the SQL Server. Each SSN will be coded to a Unique ID which will be archived on the gateway database.

- (iii) R&P/DWS staff adheres to the principles of privacy and confidentiality for State Longitudinal Data Systems specified by the National Center for Education Statistics <http://www.ed.gov/open/plan/privacy-technical-assistance-center>, in compliance with the Family Education Privacy Rights Act (20 USC Sec. 1232g), and annually complete Federal and State security and confidentiality training.
  - (iv) Data management and publication standards comply with primary and secondary disclosure protections for privacy and confidentiality needed to meet the requirements of Wyoming Employment Security Statute 607-3-603, the provisions of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL 100-503), section 309 of PL 105-220, the Workforce Investment Act of 1998, and FERPA.
  - (v) R&P and IT/DWS systems in Casper, Wyoming comply with NIST standards and systems are assessed against NIST Special Publication 800-53r3a, "Recommended Security Controls for Federal Information Systems and Organizations." Data transfer will be by secure Electronic Data Transmission. The transmission of these data will meet all data security requirements of IT/DWS Casper operations.
  - (vi) Disciplinary policies are applied across all sources of information identifying individuals or employers. DWS shall consider any improper disclosure of any information considered confidential under Federal or State law to be flagrant misconduct. The State of Wyoming Personnel Rules state that employee discipline shall be progressive, except when the behavior is flagrant. All employees of R&P/DWS are made aware that all information collected by R&P can be used only for statistical purposes as provided for by section 309 of PL 105-220. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) and Public Law 103-322 Title XXX Protection of Privacy of Information In State Motor Vehicle Records, as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.
  - (vii) R&P/DWS refrains from the use of any files received from WDE to contact students, former students, their parents, or legal guardians.
- H. Permit any authorized representative of WDE, and any authorized representative of Wyoming public school districts contributing student records to the system, to inspect R&P/DWS premises to determine whether R&P is complying with all terms, conditions, and provisions of this MOU.

- I. Any breach of security involving PII from public school districts in Wyoming requires notification of WDE (and data owners) according to the protocols and timetables specified in the Department of Workforce Services Unemployment Insurance Division "Computer Security Incident Response Policy and Procedures" Version 1 C.
- J. Provide advance copies of any reports, publications, or tabulations using WDE provided student records to the WDE authorized representative for comment and use, and for distribution for the same purposes to school districts.
- K. Data destruction of working documentation used in analysis, and not required to support research findings, shall be destroyed immediately upon the completion of their use by R&P. Documentation required for ongoing analysis shall be stored in locked cabinets and/or password secured computer systems depending upon the medium. Paper documentation shall be shredded and electronic information shall be destroyed through electronic degaussing. As a result of the requirements of chapter 95, section 9 of the Session Laws of Wyoming 2008 for a ten (10) year longitudinal student Hathaway program impact, R&P shall destroy the first cohort (school year 2005/2006) at the end of the third calendar quarter of 2016, and each subsequent cohort on its ten (10) year anniversary date. Student record destruction shall only take place by R&P at the written request of DOE's representative.
- L. This memorandum of understanding shall be reviewed, re-negotiated, and updated as agreed to by DWS and WDE four (4) years after the date of the last signature on this MOU.
  - (i) Notify WDE six (6) months before the end of the four (4) year period and agree to a meeting schedule between the two (2) entities to conduct a review.
  - (ii) Upon completion of the review, affix to the original MOU a signature of review by the two parties agreeing to continue the MOU as written or providing for an amendment.
- M. Notify WDE representative of any legal, investigatory, or other demand for access to confidential student information in any form.
- N. Meet at least annually with representatives of WDE to update and review WDE documentation regarding the collection and management of student and District staffing information.
- O. Review this MOU with successor Executive Directors within sixty (60) days of the date of hire.
- P. Provide an authorized representative and custodian.



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Casper, Wyoming 82602  
[Tom.Gallagher@wyo.gov](mailto:Tom.Gallagher@wyo.gov)  
(307) 473 - 3801

6. **Responsibilities of WDE.** WDE agrees to:

- A. By signing this MOU, designate R&P/DWS as an authorized representative under the meaning of the term defined by Family Educational Rights and Privacy Act, 34 CFR 99.35(a)(1).
- B. Retain student records as the exclusive property of the Districts. No loss of control or ownership will result through this MOU as a result of accomplishing the purposes described herein.
- C. Provide R&P/DWS with Hathaway Mid Term Report – Enrolled Students and Non-Enrolled New Applicants, and End of Term Report – Enrolled Students electronic files (hereinafter, Hathaway files) from higher education, after reconciliation of duplicate student records between the Community Colleges and the University of Wyoming, for 2006 through the present period within thirty (30) days of the effective date of this MOU and subsequently on a flow basis within thirty (30) days of WDE's receipt of Hathaway files from higher education.
- D. Provide R&P/DWS with electronic copies of historic and current Hathaway file Reference Manuals within thirty (30) days of the effective date of this MOU and future manuals and manual changes, on the same timetable as the changes are provided to the Districts, Community Colleges, the Community College Commission, and the University of Wyoming.
- E. Provide R&P/DWS with electronic copies of Reference Manual changes to WDE602, WDE652, and WDE684 documentation on the same timetable as the changes are provided to the Districts.
- F. Provide R&P/DWS with electronic copies of historic and current Hathaway file Reference Manuals within thirty (30) days of the effective date of this MOU and future manuals and manual changes, including all manual changes to WDE602, WDE652, and WDE684 documentation on the same timetable as the changes are provided to the Districts, Community Colleges, the Community College Commission, and the University of Wyoming.
- G. Provide R&P/DWS with WDE district Education Teacher/Course/Student Enrollment Data (WDE684, and predecessor) report series micro-data since the inception of the Hathaway program that are available within thirty (30) days of the

effective date of this MOU and subsequently as these files become available to and are reconciled by WDE. Re-disclosure of District data by WDE to R&P/DWS is authorized by 34 CFR 99.31(a)(6)(C)(ii) and supported by U.S. Department of Education, Federal Register, Vol. 76, No. 232, pp. 75626-7.

- H. Provide R&P/DWS with enrollment and degree verification from the National Student Clearinghouse for all students once in WDE684 reports but who are no longer found in those reports, and who are not found on Hathaway files, within ninety (90) days of the effective date of this MOU and subsequently on an annual basis by WISER ID.
- I. Provide R&P/DWS with the pre-Hathaway cohort micro-data for students beginning grade nine in the school year immediately preceding the school year in which the Hathaway student scholarship program was implemented.
- J. Meet at least annually with representatives of R&P/DWS to update and review WDE documentation regarding the collection and management of student and District staffing information.
- K. Provide draft reports received from R&P/DWS (as identified in 5(C) above to the Districts for comment and questions within three (3) business weeks (twenty-one (21) days) of the date of their receipt by WDE from R&P.
- L. Provide an authorized representative and custodian:

Julie Magee, Division Administrator  
Standards & Accountability  
Wyoming Department of Education  
Hathaway Building, 2<sup>nd</sup> Floor,  
2300 Capitol Ave. Cheyenne,  
Wyoming 82002-0050  
[Julie.Magee@wyo.gov](mailto:Julie.Magee@wyo.gov)  
(307) 777-8740

7. **General Provisions.**

- A. **Amendments.** Either 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.



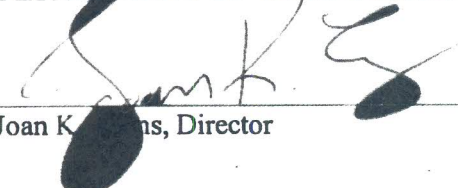
- C. **Availability of Funds.** Not applicable.
- D. **Entirety of MOU.** This MOU, consisting of twelve (12) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of three (3) pages, and Attachment C, consisting of one hundred eighty-four (184) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- E. **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.
- F. **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.
- G. **Sovereign Immunity.** The State of Wyoming, R&P/DWS and WDE do not waive sovereign 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.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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.

**DEPARTMENT OF WORKFORCE SERVICES**

  
Joan K. [unclear], Director

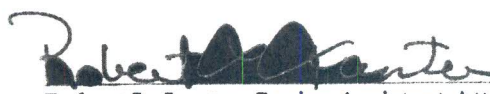
1/22/14  
Date

**DEPARTMENT OF EDUCATION**


  
[unclear] Magee, Division Administrator

13 JAN '2014  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #103309  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Department of Workforce Services

12-24-13  
Date

 #103309  
S. Jane Caton, Senior Assistant Attorney General  
Representing: Department of Education

12-26-13  
Date