Building Credential Currency

Resources to Drive Attainment across K-12,
Higher Education, and Workforce Development

Sample Data-Sharing MOU
with Credentialing Exam Vendors

*This sample agreement is included within the toolkit to give states a ready-made option for a memorandum of understanding with credentialing exam vendors. Cross-sector state teams may adapt and adopt this agreement as described in the guidelines in the toolkit.*

This Memorandum of Agreement (“MOA”) is entered into by and between the [PARTY NAME] (“[PARTY NAME]”), hereinafter referred to as “[PARTY NICKNAME]” and the [STATE] Department of Education, with offices located at [ADDRESS], hereinafter referred to as “[STATE DEPARTMENT OF EDUCATION ABBREVIATION].”

**1. Project Overview and Statement of Work**

Under the Family Educational Rights and Privacy Act (“FERPA”) Section 99.31(a)(6)(i), [PARTY NICKNAME] agrees to disclose information to the “[STATE DEPARTMENT OF EDUCATION ABBREVIATION]” to provide information on student achievement of industry certifications.

[Description of the purpose behind the study and each party’s responsibility]

It is the goal of the department that every student in [STATE]graduates high school prepared for postsecondary coursework and qualified for quality employment. To achieve this, high school students are encouraged to focus their elective credits on robust, career-aligned learning pathways. For students focusing in career and technical education (“CTE”) through one of the programs of study in the 16 nationally recognized career clusters that the department promotes, robust learning pathways should culminate with the achievement of nationally recognized industry certifications, meaningful work- based learning experiences, and/or attainment of postsecondary credit hours through early postsecondary opportunities. As it pertains to industry certifications, all department-promoted certifications are aligned with postsecondary and employment opportunities and with the competencies and skills that students should have acquired through their chosen programs of study.

The purpose of this agreement is to share data about industry certification attainment and to be able to track how many students in [STATE] earn an industry certification upon high school graduation or immediately after high school graduation. It is the responsibility of the [PARTY NICKNAME] to send data to the [STATE DEPARTMENT OF EDUCATION ABBREVIATION] about individuals who take and individuals who pass [NAME OF INDUSTRY CERTIFICATION] annually. This data is to be sent to the [STATE DEPARTMENT OF EDUCATION ABBREVIATION] no later than September 1 of each year for the prior year information. It is the responsibility of the [STATE DEPARTMENT OF EDUCATION ABBREVIATION] to match the data submitted from [PARTY NICKNAME] to the student information on file to determine how many students in [STATE] graduate with an industry certification.

**2. Definitions**

Wherever used in the MOA, the following words and terms will have the respective meanings ascribed to them as follows:

2.1 **“Confidential Information”** means any personally identifiable student information including that derived from education records as determined under FERPA. Confidential data shall not include personally identifiable teacher evaluation data or student free and/or reduced price lunch status.

2.2 **“Reports”** means any reports developed by[PARTY NICKNAME] and accompanying materials. The types of reports and the data contained within these reports will be determined by the [PARTY NICKNAME] and [STATE DEPARTMENT OF EDUCATION ABBREVIATION].

2.3 **“Data”** means all information, records, files, and data used by the [PARTY NICKNAME]and provided to [STATE DEPARTMENT OF EDUCATION ABBREVIATION]. Data may include individual level Confidential Information.

2.4 **“Third Party”** means any person or organization other than the [PARTY NICKNAME].

2.5 **“Industry Certification”** refers to the certificate or credential issued by the [PARTY NICKNAME].

2.6 **“Sat for”** refers to the individuals who actually took the certification exam as issued through the [PARTY NICKNAME]*.*

2.7 **“Passed”** refers to individuals who sat for and successfully completed the industry certification as issued through the [PARTY NICKNAME].

2.8 **“CTE”** means Career and Technical Education.

2.9 **“Testing Site”** means the location at which an individual sat for the industry certification.

2.10 **“Testing Date”** refers to the date the individual sat for the industry certification.

2.11 **“Score/Certification Status”** refers to the result of the individual’s performance on the industry certification.

**3. Period of Performance**

The Period of Performance of this MOA is January 21, 2016 to September 30, 2021 (“MOA End Date”). The MOA End Date may be extended only by mutual written agreement of the Parties.

**4. Dates and Types of Data Requested**

Data to be transferred pursuant to this agreement:

[Description of the data and data variable to be requested]

Industry certification attainment of individuals from September 2 to September 1 of the following year to be submitted annually on September 1.

Data submitted should include the following (if available):

* First name
* Middle name
* Last name
* Home address
* Home ZIP code
* Birth month
* Birth day
* Birth year
* Social Security (if available)
* School district (if available)
* Testing site (if available)
* Testing date (if available)
* Score/certification status

**5. Data Agreement**

The [PARTY NICKNAME] agrees to send confidential data to [STATE DEPARTMENT OF EDUCATION ABBREVIATION],and to observe the following security provisions when transferring and reporting data. These provisions set forth are subject to Federal and State confidentiality laws and ensure that the required confidentiality of personally identifiable information is always maintained.

*Transfer*

5.1 All data transfers will be encrypted with a minimum of 128 bits and uploaded to the [STATE DEPARTMENT OF EDUCATION ABBREVIATION] secure server/Secure File Transfer Pathway (SFTP).

5.2 Additional modes of data transfer may be identified and requested over the duration of the MOA.

*Outline of the Data Flow*

5.3 A representative of the [PARTY NICKNAME] must sign this MOA along with the representative of the [STATE DEPARTMENT OF EDUCATION ABBREVIATION]*.*

5.4 Data will be used ***only*** for analyses that respect privacy and confidentiality of all concerned parties including individuals, students, teachers, classrooms, schools, districts, intermediate school districts, and the State of [STATE].

5.5 Data may ***only*** be used for the purposes of identifying how many [STATE]students earn an industry certification.

5.6 The handling of all data will, at all times, adhere to the Family Educational Rights and Privacy Act (FERPA).

**6. Indemnification**

6.1 The [PARTY NICKNAME], to the extent not prohibited by law, will indemnify and hold harmless [STATE DEPARTMENT OF EDUCATION ABBREVIATION]as well as its employees, agents, and representatives from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person or entity which may be injured or damaged as a result of the [PARTY NICKNAME]’s gross negligence, willful misconduct, or any failure to comply with any provision of this MOA.

6.2 The [PARTY NICKNAME] or its representatives further agrees it shall be liable for the reasonable cost of attorneys for [STATE DEPARTMENT OF EDUCATION ABBREVIATION] in the event such services is necessitated to enforce the terms of this MOA or otherwise enforce the obligations of the [PARTY NICKNAME] and its representatives to [STATE DEPARTMENT OF EDUCATION ABBREVIATION].

6.3 In the event of any such suit or claim, the [PARTY NICKNAME] or its representative shall give [STATE DEPARTMENT OF EDUCATION ABBREVIATION] immediate notice thereof and shall provide all assistance required by [STATE DEPARTMENT OF EDUCATION ABBREVIATION] in [STATE DEPARTMENT OF EDUCATION ABBREVIATION]’s defense. [STATE DEPARTMENT OF EDUCATION ABBREVIATION] shall give the [PARTY NICKNAME] and its representative written notice of any such claim or suit, and the [PARTY NICKNAME] and its representative shall have the full right and obligation to conduct the [PARTY NICKNAME] or its representative’s own defense thereof.

6.4 Nothing contained herein shall be deemed to accord to the [PARTY NICKNAME]or its representatives, through their attorney(s), the right to represent the State of [STATE] in any legal matter, such rights being governed by [STATE]’s [CODE AND SECTION NUMBER].

**Name:**       **Title:**

**Signature:**       **Date:**