



**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**

*Dr. James C. Williamson*

*President*

September 15, 2016

**MEMORANDUM**

**TO:** Presidents

**FROM:** Christopher Cline, Associate Vice President of Business Intelligence and Project Management Office  
Bill Schneider, Associate Vice President, Research and Performance Management

**RE:** MOU for NCCCS to Share Student Data with External Parties

The North Carolina Community College System (NCCCS) is committed to supporting the 58 North Carolina community colleges by providing information and resources that enhance the quality of educational programs and foster student success. To assist with this effort, the System Office periodically collaborates with third parties that are conducting research studies for a variety of purposes, such as developing, validating or administering predictive tests; improving instruction; assessing student outcomes; and improving student success. Participation in these studies may require NCCCS to transfer student level data to third parties.

A memorandum of understanding (MOU) has been created to enable collaboration with third parties on behalf of colleges to facilitate research that impacts institutional effectiveness and program improvement. By signing the attached MOU, colleges give consent for NCCCS to share student data with external parties in a manner that is consistent with State and Federal law and compliant with the Family Educational Rights and Privacy Act (FERPA) of 1974. Colleges will be notified of each research study in writing before data is shared; if a college provides a written response indicating that they do not choose to be a part of the study, data from the college will not be shared with the third party.

The attached MOU includes the policy and procedures for sharing data. Please review the MOU and return a signed copy to the attention of Bill Schneider. Please send the signed MOU via fax 919-807-7165 or email at [schneiderb@ncccommunitycolleges.edu](mailto:schneiderb@ncccommunitycolleges.edu).

If you have questions, feel free to contact either of us.

CC16-037  
Email Copy

MOU for NCCCS to Share Student Data with External Parties

September 15, 2016

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Attachment

c: Jennifer Haygood, Chief of Staff

Julie Batchelor, Interim Senior Vice President

Chief Information Officers

Institutional Effectiveness/Research Officers

Data Coordinators

# MEMORANDUM OF UNDERSTANDING

Between

**The North Carolina Community College System and**

\_\_\_\_\_  
(Community College)

Concerning the Transfer and Use of Student Data

\_\_\_\_\_  
(Date)

This Memorandum of Understanding (hereinafter, "MOU") confirms the understanding and agreement between the North Carolina Community College System (hereinafter, "NCCCS") and (insert name of Community College here) (hereinafter, "Community College"), concerning the transfer and use of student data when NCCCS engages with external third parties (hereinafter, "Third Parties").

## Background and Purpose:

The NC Community Colleges System Office (hereinafter, "System Office"), the "principal administrative department of State government under the direction of the State Board of Community Colleges", G.S. 115D-3, is committed to supporting the 58 North Carolina community colleges (hereinafter, "Colleges") by providing information and resources that enhance the quality of System programs and foster student success. To assist with this effort, periodically, the System Office collaborates with third parties conducting studies for the purposes of developing, validating, or administering predictive tests; improving instruction; assessing student outcomes; and improving student success. The System Office and Colleges benefit from external research since it helps to identify strategies and resources to promote student success, identify areas for improvement, and assess the effectiveness of schools and programs. Participation in these studies may require NCCCS to transfer student data to third parties. In entering into this MOU, Colleges understand that NCCCS collaborates with third parties on behalf of the Colleges to facilitate research that impacts institutional effectiveness and program improvement.

The purpose of this MOU is to document that Community College gives its consent for NCCCS to share student data with external parties in a manner that is compliant with the Family Educational Rights and Privacy Act of 1974 (hereinafter, "FERPA") and consistent with State and Federal law solely for the purposes of the research described above. For the purposes of this MOU, "FERPA" includes any amendments or other relevant provisions of 20 U.S.C § 1232g, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.

NCCCS and Community College agree to the following:

1. Community College understands and agrees that this MOU applies to all data sharing agreements as described above that NCCCS enters into on behalf of the Community College.
2. Community College understands and agrees that when NCCCS enters into an agreement with a Third Party to share data for a study that such data may contain personally identifiable information (hereinafter, "PII") as defined under FERPA. Therefore, NCCCS agrees to, in all respects, comply with the provisions of FERPA, as defined in the Third Party Agreement. Nothing in this MOU shall be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or North Carolina law or regulation.
3. NCCCS agrees not to disclose any data to Third Parties in a manner that could identify an individual student, except as authorized by FERPA.

4. NCCCS requires all responsible parties conducting a study to sign a data sharing agreement (Third Party Agreement) with NCCCS indicating their understanding and agreement to abide by all laws regarding the security of confidential data, including PII, and all NCCCS policies regarding its use. Upon Community College's written request, NCCCS will provide Community College with the Third Party Agreement.
5. System Office agrees to notify the Community College president and institutional research office in writing when NCCCS enters into a new Third Party Agreement. The notification will include the purpose, scope, duration of the study, and the information to be disclosed.
6. NCCCS will use a documentation log to document each Third Party Agreement that NCCCS executes with Third Parties on behalf of Community College. The documentation log will include the date Community College was sent the notification (paragraph 5) that indicates NCCCS is entering into a new agreement with a Third Party, the date of the Third Party Agreement, and whether Community College opted out of participation in the study. The documentation log will be updated each time NCCCS executes a new Third Party Agreement on behalf of Community College. Community College will receive a copy of the documentation log at the end of each fiscal year.
7. If Community College does not want to be part of a Third Party Agreement executed on its behalf, Community College will notify NCCCS within 15 business days of receiving the notification (paragraph 5). The documentation log (paragraph 6) will be updated and Community College will not be included in the Third Party Agreement. Data from Community College will not be shared with the Third Party for its study.
8. Both parties understand the System Office cannot share a college's student data with a Third Party until Community College has signed this MOU.
9. Data shall be considered no longer needed when it is no longer needed for the purposes for which it was obtained. All data no longer needed shall be destroyed in compliance with 34 C.F.R. § 99.35(b)(2) immediately after it is no longer needed or all data will be destroyed five (5) years after completion of the study, as defined in the Third Party Agreement, at the latest. NCCCS shall require all employees, contractors, or agents of any kind working with the Third Party to comply with this provision.
10. Duration and Termination: This MOU will become effective upon the execution by the responsible authority for each Community College and will remain in effect until either party terminates this MOU upon a thirty (30) day written notice to the other party at the address given below.

If to NCCCS:

NCCCS  
 5001 Mail Service Center  
 Raleigh, NC 27603  
 Attn: Bill Schneider

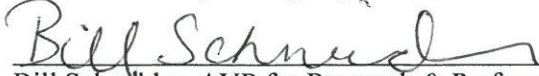
If to Community College:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

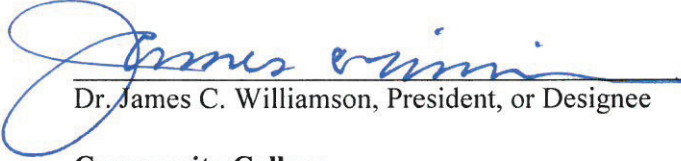
11. The parties agree that electronic copies of this MOU with scanned original signatures may serve as an original document for all purposes.

IN WITNESS THEREOF, the North Carolina Community College System and (insert name of Community College here) execute this Memorandum of Understanding with the effective date being the date that College signed below.

**NC Community College System**

  
\_\_\_\_\_  
Bill Schneider, AVP for Research & Performance Management

9/15/16  
Date

  
\_\_\_\_\_  
Dr. James C. Williamson, President, or Designee

9/15/16  
Date

**Community College**

\_\_\_\_\_  
Name, President

\_\_\_\_\_  
Date