

UNIVERSITY OF HAWAI‘I SYSTEM REPORT



REPORT TO THE 2011 LEGISLATURE

Report on
P20 Statewide Longitudinal Data System Status and Planning

SCR 146 (2009)

December 2010

SCR 146 Senate Concurrent Resolution 2009
P20 Statewide Longitudinal Data System Status and Planning
December 2010

Senate Concurrent Resolution 146 (2009) specified that Hawai‘i P-20 Partnerships for Education (Hawai‘i P-20) at the University of Hawai‘i convene the appropriate agencies to examine current and emerging programs tracking students’ progress and to develop a longitudinal data system for students beginning in early childhood programs through the workforce including K-12 and higher education.

Purpose of P20 Statewide Longitudinal Data System

The “P20 Statewide Longitudinal Data System (P20 SLDS),” is a collaborative partnership involving the Hawai‘i Department of Education (HIDOE), University of Hawai‘i (UH), Department of Business, Economic Development and Tourism (DBEDT), and Department of Labor and Industrial Relations (DLIR) to develop a statewide longitudinal data system. In October 2009, the UH, DOE and DLIR agreed to share unemployment/workforce and student data via Hawai‘i P-20 in order to track participation, performance and improve success throughout the public education and career pipeline (see Appendix B – Memorandum of Understanding).

Structure of P20 SLDS Planning

Hawai‘i P-20 first convened the “Executive Committee” in January 2009 of each agency’s key decision makers for policy, reporting and information technology (see Appendix A – Executive Committee Members). The committee meets approximately quarterly, or more frequently on an as needed basis to review developments related to longitudinal data for each agency, as well as plan for further development of an inter-agency longitudinal data system. A series of operational committees to develop and manage data governance are in the process of being established.

Progress Toward a P20 SLDS

Hawai‘i P-20 has facilitated development of the foundation for sharing, matching, analyzing and reporting inter-agency data. Progress made by the partners toward a P20 SLDS includes:

- Foundation for Data Sharing:
 - Established Memorandum of Agreement between HIDOE, UH and DLIR for data sharing (October 2009). This MOU established the foundational agreement between the partners affirming the importance of longitudinal data that supports research to improve the educational and workforce outcomes for the citizens of Hawai‘i and permitting data sharing through Hawai‘i P-20 at the University of Hawai‘i (see Appendix B).
 - To address and protect individual/student level data, UH established an additional MOU with the Department of Accounting and General Services (DAGS), Information and Communication Services Division (ICSD) that govern the transfer, use, and destruction of data exchanged to perform the matching of UH student information to DLIR/UI data.
 - Supported statute, Act 41 (2010), requiring data sharing across state agencies to support research that will improve the educational and workforce outcomes for

the citizens of Hawai'i and meets the longitudinal data requirements of the federal American Recovery and Reinvestment Act of 2009.

- Developed a statewide data governance framework to effectively manage security and access to educational and workforce data, ensure data use and data quality, and develop data governance policy and processes to address and inform statewide policy on student outcomes.
- Inventory of Current Inter-Agency Data Efforts Including Proof of Concepts:
 - Produced sample reports based on the HI-PASS reporting tool link HIDOE and UH student data to examine quality of matching records, transition issues, and student outcomes.
 - Completed Fall 2010 pilot test case of extraction of workforce/unemployment insurance data from DLIR for UH students. Of the 1000 UH records submitted for the pilot match, an 85% match rate of UH records to current workforce records was completed.
 - Worked with the Early Learning Council and P-3 demonstration projects with early childhood program providers to initiate data sharing among program providers and educational agencies, matching of program participation and HIDOE data on a pilot basis, and delineation of the essential early childhood data elements for the P20 SLDS.
- SLDS Infrastructure Planning:
 - Completed assessments of need and readiness for a P20 SLDS and data governance for inter-agency data management.
 - Submitted U.S. Department of Education for a Statewide Longitudinal Data System grant which included a proposed budget and timeline for a P20 SLDS, and in the research and writing of the grant:
<http://nces.ed.gov/programs/slds/pdf/Hawaii2009-ARRA.pdf>. In the process, Hawai'i P-20 secured widespread and deep commitment from stakeholders for participation in a P20 SLDS, as evidenced by letters of support from the Governor, early childhood educators, military, congressional representatives, legislative representatives, educational researchers, and others. While not successful in obtaining funding, this document provides the basis for the P20 SLDS budget based on the identification of resources; and upon funding, the P20 SLDS projected timeline in meeting development and implementation a statewide longitudinal data system objectives and goals.
 - Initiated agencies' review of systems' technology and organizational management of data to improve the longitudinal nature of data, establish protocol for providing data for a P20 SLDS, and streamlining reporting tools.
- Connections with National and Regional Networks:
 - Participated in planning for a multi-state data exchange with Oregon, Washington and Idaho coordinated by the Western Interstate Consortium for Higher Education (WICHE).
 - Established relationship with national networks related to P20 SLDS. Hawai'i P-20 Executive Director is a member of the Data Quality Campaign's State Advisory Committee.

Recommendations Regarding P20 SLDS

There is a high level of agreement about the value of establishing a P20 SLDS to meet federal requirements, as well as locally determined need for data-based planning, evaluation and accountability. As described in the unsuccessful December 2009 proposal for a P20 SLDS, the P20 SLDS Executive Committee estimated a \$12 million expense for a P20 SLDS over three years to establish a data warehouse and reporting system for inter-agency data as well as production of initial reports.

However, in light of limited resources and information technology developments of the partner agencies, the Executive Committee recognizes the need to reconsider the December 2009 plan.

The following are the current recommendations and next steps toward P20 SLDS:

1. Establish a P20 SLDS “master plan” for a more modest budget including consideration of options for appending the P20 SLDS onto an existing agency’s data system rather than as a stand-alone data warehouse.
2. Commit resources specifically to the P20 SLDS. Preparing MOA and coordinating inter-agency workgroups and meetings are resource intensive, and Hawai‘i P-20’s commitment of resources, which have been externally supported, has been critical to progress on P20 SLDS. Furthermore, each agency’s own institutional demands related to information technology and data use compete for resources (funding, staff time, and administrative attention) with their commitments to a P20 SLDS, so a facilitator focused on inter-agency matters, as Hawai‘i P-20, plays an important role in advancing the P20 SLDS.
3. Produce and disseminate more reports using inter-agency data through current proof of concept tools to build understanding, use and demand for P20 SLDS data and reports.
4. Implement data governance framework to establish data sharing, security and use policies and procedures.
5. Continued executive-level engagement from participating agencies in planning for a P20 SLDS is critical as master planning and data governance implementation raises significant issues around major information technology system investments, data policies, and resource commitments.

Completion of the above “next steps” and recommendations are estimated at \$2,018,711 over four years (January 2011 – June 2014) and does not include any costs for infrastructure (e.g. hardware, software, staffing) for an ongoing, sustainable P20 SLDS.

**P20 Statewide Longitudinal Data System
Executive Committee and Staff**

First	Last	Title	Agency
Pearl	Imada Iboshi	State Economist	Hawai'i Department of Business, Economic Development and Tourism
Robert	Campbell	Special Assistant, Strategic Reform	Hawai'i Department of Education
Kathyn	Matayoshi	Superintendent	Hawai'i Department of Education
Cara	Tanimura	Director, Systems Accountability Office	Hawai'i Department of Education
Christina	Tydeman	Data Governance, Federal Compliance and Project Management Office	Hawai'i Department of Education
David	Wu	Assistant Superintendent, Office of Information Technology Services	Hawai'i Department of Education
James	Hardway	Executive Director, Workforce Development Council	Hawai'i Department of Labor and Industrial Relations
Ryan	Markham	(Designee)	Hawai'i Department of Labor and Industrial Relations
Sandra	Furuto	Interim Director, Institutional Research Office	University of Hawai'i System
Linda	Johnsrud	Executive Vice-President, Academic Affairs/Provost	University of Hawai'i System
David	Lassner	Vice-President for Information Technology Services & Chief Information Officer	University of Hawai'i System
John	Morton	Vice-President for Community Colleges	University of Hawai'i System
Jean	Osumi	Senior Associate for Academic Policy and Evaluation	University of Hawai'i System / Hawai'i P-20 Partnerships for Education
Tammi	Oyadomari-Chun	Executive Director	University of Hawai'i System / Hawai'i P-20 Partnerships for Education

MEMORANDUM OF UNDERSTANDING

**A Partnership between:
Hawai'i Department of Education
University of Hawai'i
Department of Labor and Industrial Relations**

This Memorandum of Understanding (herein referred to as "MOU") is entered into by and between the State of Hawai'i, Department of Education ("DOE") whose address is 1390 Miller Street, Honolulu, Hawai'i 96813, the University of Hawai'i ("UH") whose address is 2444 Dole Street, Honolulu, Hawai'i 96822 and the Department of Labor and Industrial Relations, Unemployment Insurance Division ("DLIR", "UID") whose address is 830 Punchbowl Street, Honolulu, Hawai'i 96813 (herein collectively called "Partners") and shall be effective upon the date of the last signature affixed to this MOU by all parties.

PURPOSE

The purpose of this MOU is to enable the sharing of data to support research that will improve the educational and workforce outcomes for the citizens of Hawai'i. The Partners recognize that identifying specific research and evaluation questions is critical in order to determine appropriate access to data. The Partners will establish a *Data Governance and Access Committee* that will determine protocols to assess proposed research questions that inform educational and workforce outcomes and policies, as well as to approve requests for access to data provided by DOE, UH and DLIR based on institutional and role-based affiliation. The Data Governance and Access Committee will consist of representation by the Partners and meet on a quarterly basis, or as warranted.

In order to research questions posed by the Partners, UH, DOE and DLIR require access to individual student and workforce records. The exchange and merging of data and the de-identification of student-level records will enable educational and workforce related research for research, evaluation and audit purposes based on the merged database. For the purposes of this MOU, DLIR is considered to be an agent of the DOE and UH who will outsource data to DLIR for the purposes of evaluation, audit, or education and workforce-related research. DLIR will perform an institutional service by investigating the relationship between educational background and workforce outcomes and other types of related research as approved by the Data Governance and Access Committee.

The Partners enter into this MOU in order to develop a common understanding that all of the Partners to this MOU wish to comply with individual privacy interests and confidentiality rights to whom the data applies. To avoid the inappropriate use of data, the Partners agree to share data in a manner that safeguards the confidentiality of student data as defined by the federal Family Educational Rights and Privacy Act ("FERPA") and workforce data as provided by the Hawai'i Revised Statutes ("HRS") and/or the Hawai'i Administrative Rules ("HAR") and any other applicable laws and regulations. The Partners agree that the data will be used for educational research for the purpose of improving instruction, and that data will be reported in aggregate format rather than at the individual student level.

Further, the Partners agree that if issues/concerns arise with respect to the transmittal or use of data, the Partners, through the Data Governance and Access Committee will address and resolve the issue(s) utilizing resources available to the Committee, including legal counsel as warranted. Until agreement is reached, the data in question will not be transmitted.

PREAMBLE

WHEREAS, DLIR, UH and DOE agree to share unemployment/workforce and student data via Hawai'i P-20 as an administrative unit within the University of Hawai'i, Office of the Vice-President of Academic Planning and Policy, to track participation, performance and improve success throughout the public education and career pipeline.

WHEREAS, the Partners will coordinate the sharing of student and unemployment data concerning students who attend, or have attended DOE schools, and who have or are attending UH by:
1) facilitating the transfer of student and unemployment data from the Partners, and 2) ensuring the confidentiality of records and that the Partner's use of student data is consistent with FERPA, and the use of unemployment/workforce data is consistent with HRS and other applicable laws and regulations.

WHEREAS, the Partners participating in this MOU wish to conduct research to evaluate and improve their respective educational, workforce training, and employment programs through the analysis of demographic, student and wage data concerning public education students who have attended a DOE and/or UH institution, or who are now attending a DOE and/or UH institution.

WHEREAS, it is necessary for the Partners that choose to participate in this MOU to share student and unemployment data for the purpose of verifying student and employment status, evaluating and analyzing their respective educational and training programs and reporting to funding agencies (e.g. the Federal Government, or private foundations) as provided herein.

NOW THEREFORE, the Partners agree to the following terms of this MOU:

1. De-identifying student level data:
FERPA as amended in 2008, under 34 CFR Section §99.31 (b) De-identified Records and Information recognizes that an educational agency or institution, may release de-identified student level data from education records for the purpose of education evaluation, audit and research by attaching a code to each record, provided that the following conditions are met. The Partners to this MOU agree that:
 - a. The educational agency or institution will not disclose any information on how it generates and assigns a record code, or that would allow a recipient to identify a student based on a record code;
 - b. The record code is used for no purpose other than identifying a de-identified record for purposes of education research and cannot be used to ascertain personally identifiable information about a student;
 - c. The record code is not based on a student's social security number or any other personal information; and
 - d. Hawai'i P-20 will coordinate the matching and de-identification of student-level records in order to protect the confidentiality and privacy of individual students.

2. Student and Unemployment Insurance Data Sharing:
The Partners shall share student and unemployment insurance data which shall be provided at least annually, consistent with the dates agreed to by the Partners. Said data shall be provided in the manner and form agreed to by the designated representatives from the Partners.

Under the guidance of the Data Governance and Access Committee, Partners will establish data coding, formatting and cleaning protocols. Partners are responsible for data cleaning as

specified by data coding and formatting procedures. Data uploads will occur as established by a timeline that is mutually determined by the Partners. The exchange of confidential data between the DOE, UH, DLIR to Hawai'i P-20 will be done via a secured data transfer mechanism, and will be subject to a separate written agreement requiring compliance with all applicable federal and state laws.

The types of data to be shared consists of demographics, wage/unemployment insurance data, graduation and diploma information, program/major, student transcript records, student test scores (e.g. Scholastic Achievement Test, Hawai'i State Assessment, placement test scores), survey data (e.g. Senior Exit Plans Survey) and other data as specified and agreed upon by partner representatives, through the Data Governance and Access Committee.

The use and distribution of the data will be determined by the University of Hawai'i President or designee, in consultation with the Director of DLIR or designee, and with the DOE Superintendent or designee. The Partners and its authorized representatives shall strictly adhere to the use and distribution decision.

At a minimum, each Partner will provide the following:

1. DOE:
 - a. Student course taking (including grades, credits attempted and earned); diploma award information; student demographics.
2. UH:
 - a. Student course enrollment (including grades, credits attempted and earned); program/major degree award information; test/placement scores, student demographics.
3. DLIR: Unemployment Insurance ("UI") data
 - a. Employee name (first and last), social security number, wages, and employer account number.
4. Approved Uses of Data
 - a. Matching of the Data to the Correct Person: Personally identifiable student and unemployment records that are matched upon the agreement on behalf of the Partners, are limited to satisfying, or contributing to evaluation, research and reporting requirements related to student educational or workforce outcome measures that must be specified in advance and approved by the Data Governance and Access Committee.
 - b. Redaction of Identifiable Information After Matching: Once matched, personal identifiers, such as identification numbers assigned by DOE or UH, or social security numbers will be removed from all student- and worker-level data in order to ensure the confidentiality of all records. Data will be de-identified as specified by Item 1 De-identifying student level data. Once de-identified, the confidentiality of code source shall be strictly adhered to.
5. Legal Authority/Justification pertaining to DLIR, UI data

DLIR, UID is the state agency charged with the administration of state UI law and stores information on employers in this State as prescribed by HRS §383-94 of the Employment Security Law, and HAR §12-5-17.

Legal authority for the release of UI data by UID is found in HRS §383-95 and the related regulations, HAR §12-5-211, 12-5-215, 12-5-219 and 12-5-220. Disclosure of UI data to a state agency shall be considered to be in the public interest only if such disclosure is in connection with its public duties and the information so disclosed will be used for the performance of such public duties, and the Director of DLIR has deemed that that the disclosure to DOE and UH meets these criteria. All UI data is considered confidential and authorized or requesting agencies shall enter into a confidentiality agreement with DLIR, UID in order to disclose information from employing units.

6. Confidentiality of Data

The Partners shall maintain the confidentiality of any and all data shared under this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this MOU, the entities shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all data are kept in secured facilities and access to such data is limited to personnel who are authorized to have access to said data under this MOU.
- b. All MOU Partners, their staff and/or faculty at the participating state agencies involved in receiving, handling, transmitting, and processing data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student and unemployment insurance data that contain personally identifiable information.
- c. Procedures and systems shall be developed and implemented and shall require the use of secured passwords to access computer databases used to process, store, or transmit student or workforce data provided under this MOU.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit student data provided under this MOU.
- e. Procedures and systems shall be developed and implemented that ensure that all confidential student data processed, stored, transmitted under this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said student or unemployment insurance data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that FERPA and Hawai'i law relating to the privacy rights of students' educational records insofar as such laws are applicable to the parties to this MOU are complied with pursuant to HAR §20-20-3 Title 20, University of Hawai'i Chapter 20 Protection of Educational Rights and Privacy of Students, University of Hawai'i Executive Policy – Administration E2.214 Security and Protection of Sensitive Information and HAR §12-5-220.

g. The operational procedures and systems developed and implemented shall provide contingencies to ensure that unauthorized access to personally identifiable information is reported appropriately in accordance to HRS Chapter 487N.

7. Entire Agreement

This MOU states the entire agreement between the Partners with respect to its subject matter supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

8. Execution

Each person signing this MOU on behalf of the Partners represents that he or she has authority to sign on behalf of and to bind such party.

9. Assignment

None of the signatories to this MOU or the state agencies he or she represents may assign their rights, duties, or obligations under this MOU, either in whole or in part.

10. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

11. Waiver

Waiver by any Partner to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

12. Modification and Amendments

This MOU may be amended or modified at any time by mutual agreement in writing of the Partners to this MOU. The Partners further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority, if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the Partners are implemented which materially affect the intent of the provision of this MOU, the Partners through their authorized representatives shall meet within a reasonable period of time, e.g., within twenty (20) business days from the date of notice of such change of law, policy, or regulations to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Termination

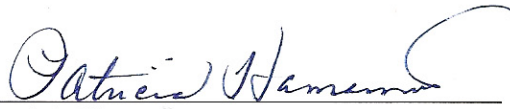
Any Partner to this MOU may terminate its participation by delivering a written notice of its intent to terminate said participation within thirty (30) days of the effective date of termination to the Superintendent of State of Hawai'i Department of Education, President of University of Hawai'i and the Director of the Department of Labor and Industrial Relations. All data which is developed, prepared, or assembled prior to the effective date of termination shall be delivered to the respective educational institution.

14. Terms of this MOU

This MOU shall be in effect for the period commencing from the Effective Date as noted in paragraph 1 of this agreement until participation is terminated as noted in Item 13 Termination. Early termination of this MOU by any Partner shall not affect the data already shared by the terminating party.

State of Hawai'i
Department of Education

University of Hawai'i



Patricia Hamamoto
Superintendent

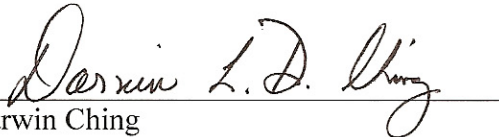


M.R.C. Greenwood
President

Date 10.13.09

Date 10.13.09

State of Hawai'i
Department of Labor and Industrial Relations



Darwin Ching
Director

Date 10/12/09

October 1, 2009