INDIANA NETWORK OF KNOWLEDGE

Agenda

October 22, 2014
10:00 A.M. – 12:00 P.M.
IGCS Conference Room 14
302 W. Washington St.
Indianapolis, Indiana

I. Call to Order
Roll call and determination of quorum

II. Chair's Welcome and Report
Welcome members and approval of the minutes

III. Opportunity for Public Comment
Members of the public will be allowed to give comment generally or on agenda items

IV. Introduction of INK Executive Director and Staff Transitions
Welcome Jeffrey Hudnall; update on staff roles and assignments

V. Data Governance Discussion *(continued)*
Continuing the data governance discussion from previous meetings; data request workflow

VI. Interagency Memorandum of Understanding *(continued)*
Continue discussion on an interagency MOU for data sharing between the source agencies and INK

VII. Research Agenda Framework
The IWIS partners created a list of questions based on the Common Education Data Standards (CEDS) resources and stakeholder input. They've been ranked by priority and status. The Committee needs to amend, update, and adopt this for the research agenda framework.

VIII. Staff Updates
Procurement update, review of feedback from agency stakeholder meetings, upcoming branding project, and recap of site visits from funders

IX. Adjourn

Next meeting of the INK Governance Committee will be December 1, 2014 at 9 A.M. in IGCS Conference Room 1.

INDIANA NETWORK OF KNOWLEDGE

Meeting Minutes
September 10, 2014

Members Present

Chair Bill McConnell, Mr. Scott Feeny, Mr. David Galvin, Commissioner Teresa Lubbers, Commissioner Scott Sanders, Mr. Andrew VanZee

Members absent

None.

Staff present

Ms. Jackie Dowd and Mr. Shane Hatchett

I. Call to Order

Chair McConnell called the meeting to order at 10:03AM.

II. Chair's Welcome and Report

Chair McConnell welcomed members and introduced new participants, Commissioner Lubbers and Mr. Galvin. Chair McConnell recognized presence of a quorum. Minutes for August 7, 2014 meeting were presented to members. Commissioner Sanders motioned to approve minutes for the Executive Session and Public Meeting on August 7, 2014. Mr. Feeney seconded the motion, and members unanimously approved both minutes.

III. Public Comment

Chair McConnell indicated there were no sign-ups for public comment, but that there would be an opportunity, time permitting, at the end of the meeting for comments.

Pre-adjournment Public Comment

Josh Towns, IDOE IT Director, spoke about the need for dedicated staff to ensure sustainability and greater collaboration between stakeholders and the agencies. He noted that currently the partner agencies shoulder the burden of work through in-kind staff time contributions.

Julie Whitman spoke on behalf of the Indiana Youth Institute, which is part of the Early Learning Advisory Committee (ELAC) and Commission on Improving the Status of Children (CISC). The ELAC have an annual report due every June 30th to discuss broad need-based analysis for early learning. They are working towards longitudinal data system on pre-kindergarten. She also noted that the CISC are currently reviewing ways to use INK data to promote better outcomes for vulnerable youth.

Jeff Gill, DWD General Counsel, spoke on data confidentiality and security provisions within the current IWIS MOU. He noted that almost every agency is governed by different federal privacy law. Therefore INK must examine all relevant confidentiality agreements and must require the

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strictest one for INK. Restrictions must also be set in place for contractors and other users of the data, in contract, stating specifically date restrictions of access and such.

IV. Data Governance Discussion

Mr. Hatchett presented revised governance framework for the Committee's review. He noted this document reflects changes requested by the board and committee members' concerns, as well as resources shared by USDOE state support team, and other stakeholders. Mr. Feeny asked how the INK Working Group fits into greater INK mission. Mr. Hatchett responded that this framework better aligns with the structure the statute envisions—with the INK Executive Director being the focal point of engaging agencies and other stakeholders. This also creates a relationship whereby the Governance Committee has charged the Executive Director with being the face of INK and will act as liaison. The research advisory group will function to solicit feedback from partner agencies and external stakeholders; additionally, the members will work to stay abreast of emerging fields of inquiry in workforce, Pre-K, K-12, and postsecondary in order to develop a more robust research agenda for INK.

Chair McConnell asked how data requests would be handled in this process. Mr. Hatchett expressed that this model does not yet account for that as the Executive Director should have input on that. Commissioner Lubbers asked if MOUs will allow agencies to talk about data shared. Mr. Hatchett responded that Executive Director should have authority to facilitate the sharing of data across agencies, to create an information clearinghouse with INK. He noted source agencies still have control over their own data, by statute, and therefore can enter into agreements as needed; however, the Executive Director can help create a routine process for sharing to ease the burden on the agencies. Baked into this discussion of governance is the fact that the Governance Committee still needs to determine the disclosure review process once data has been released to researchers to ensure the data have not been manipulated or represented poorly. Chair McConnell asked for clarification about how personally identifiable information within the databases is protected, whether personal information would ever be given out, and under whose authority. Commissioners Lubbers and Sanders said such sharing would be illegal under federal and state law. Commissioner Sanders added the data are regularly aggregated prior to release to prevent the data from being identified. Mr. Hatchett added that state agencies will use varying suppression methodologies depending on the type of data to ensure privacy. Ms. Dowd explained that no personally identifiable information is available in the production warehouse because it is removed from the records after the data are matched. Furthermore, she added, unlike in healthcare where privacy laws may allow for personal information to be released in limited circumstances, FERPA and the state's privacy laws do not permit such disclosures. Mr. Sanders further explained that INK data releases to the public would only be done at the report level, nothing more specific or personal than that.

Commissioner Lubbers asked about the relationship between the new Management and Performance Hub (MPH) and INK. Mr. Hatchett noted that the two are functionally separate, but that there may be opportunities to leverage resources or technologies that MPH has in place to limit costs with development of INK. Ms. Dowd added that the MPH is focused on other initiatives and that statute clearly delineates INK's responsibilities. Commissioner Lubbers asked for a lexicon and clear explanation of the relationship to share with legislators and other interested parties.

Chair McConnell asked who is responsible for security to safeguard aggregated, or shared dis-aggregated information held in INK database. Mr. Galvin explained that MOU agreement will

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outline process, including flexibility and security, to be taken by the company chosen to build the system. Mr. Sanders spoke of a security presentation given to IWIS a year ago, that talks about protections. He said he would send it out to people. Chair McConnell requested this be on next meeting's agenda. Mr. Sanders said this is responsibility of Executive Director. Ms. Dowd concurred that with passage of 1003 last session, it is in statute for the ED to administer data governance policy. Shane pointed out that there is a policy manual from Maryland, and another from Virginia, and potentially others who have been through this.

Mr. Galvin noted he thought the proposed structure made sense in light of the facts. He asked who would be responsible for managing the data requests since there would be no subcommittees of the Governance Committee. Ms. Dowd noted that it had not been formally addressed yet. She added that it will be critical for the Executive Director to take the lead on some of that work, especially in convening the agency partners for review and feedback. Several members felt that it would be ideal to ensure we get research products back from the requestors to add to our analytical capabilities and bank of resources.

Mr. Feeny asked if the Committee was approving the structure discussed today. Chair McConnell said that no vote will be taken and the conversation continue. He asked staff to compile resources from other states and best practices to inform the discussion at the next meeting. Mr. VanZee noted that the governance committee has the authority to change the governance structure to ensure it aligns with the Committee's vision. Mr. Hatchett echoed this notion and noted the proposed structure is a living document, which will evolve as the view of this board or members of board may change. Chair McConnell asked members to forward any additional thoughts to staff prior to the next meeting.

V. Interagency Memorandum of Understanding

Chair McConnell noted that the Committee needs to provide staff with guidance on how to move forward in establishing a new interagency MOU as the current MOU for IWIS does not include all partner agencies.

Mr. Hatchett added that he shared at last meeting the current MOU, which was signed one year ago and goes through April 30, 2015. The signatories to that document are IDOE, CHE, DWD, and the Indiana Business Research Center (IBRC). After the passage of legislation establishing INK, a new MOU is required to reflect current realities. This is also necessary to show evidence of progress to grant funders.

Mr. VanZee observed that the Governance Committee needs to also think about how data requests will be handled and what agreements must be executed for that. He specifically proposed a baseline agreement between the partner agencies that could be updated to reflect new partners as source agencies begin to collaborate with INK. Third-party data sharing agreements must fall under the purview of the terms set forth in the baseline agreement. Commissioner Lubbers felt that made sense given the way the INK statute is constructed to allow for additional partners. Commissioner Sanders thought that the current IWIS MOU could serve as a framework to start and the Governance Committee could modify it accordingly.

Mr. Galvin mentioned that they should also discuss how data submissions will be handled to ensure uniformity, such as if independent colleges and universities were to participate. Mr. Hatchett noted that it would be preferable to have data submitted through the appropriate

source agency to ensure quality, especially since the agencies are in a better position to be subject matter experts. Commissioner Lubbers added that it makes sense create a uniform process to protect partners from redundant actions or requests. Chair McConnell asked how this might also impact public and private K-12 institutions. Mr. Galvin and Commissioner Lubbers noted that IDOE collects data on all accredited schools. Chair McConnell had a similar question about employer data such as employment forecasts and growth; Commissioner Sanders noted that employers would be wary of sharing such data and that it would not be for public consumption. To that end, perhaps it would make sense to have it reside with DWD to aggregate and summarize for sharing with INK.

Chair McConnell asked how the research agenda would be governed by the MOU. Mr. Hatchett noted at the previous meeting he shared the INK statute with the Governance Committee to help shape some of these discussions; specifically, the Governance Committee is responsible for adopting a research agenda, but a great deal of effort has already been undertaken under the auspices of IWIS to define K-12, postsecondary, and workforce-related questions. The ELAC are currently defining their questions, but all will be brought before this committee so that you can use or modify them to create an agenda. Chair McConnell added that the Executive Director can also solicit input from stakeholders and agencies for the committee's review.

Mr. Galvin noted that agencies have varying statutory requirements for data privacy and confidentiality which must be reconciled in this MOU. Mr. Feeny added that not all of the private colleges and universities have made a determination about their participation. Mr. VanZee wondered if some of this reconciliation could be achieved by work already underway through the Management and Performance Hub. Chair McConnell asked staff to draft to that effect and based on current IWIS MOU with the understanding that this is a starting point for consideration.

VI. STAFF UPDATES

(a) Executive Director

Ms. Dowd informed the committee that interview process for three candidates was complete and a candidate has been chosen. Background checks were underway and barring any unforeseen issues, that person will begin work as INK Executive Director on October 6 or 13.

(b) Procurement Update

Mr. Hatchett spoke about the ongoing RFP process, which is still underway. Vendor oral presentations are complete and final proposals were submitted yesterday. Scores are being tallied. After final calculation, IDOA will propose a vendor for selection followed by a mandatory five-day protest period. Following that, negotiations for the contract can begin. Staff will provide additional updates at next meeting. Mr. VanZee asked what the timeframe and scope for the contract was. Mr. Hatchett noted that Phase 1 is a gap analysis and feasibility study to engage agencies and stakeholders. From the interviews, the vendor will determine what the stakeholders want INK to be capable of doing and use that to set the scope and requirements of development. The feasibility and gap analysis should be completed by end of January 2015. The overall work will not be done before 2016 based on current conversations and timelines.

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(c) U.S. Department of Education SLDS Site Visit

Mr. Hatchett noted that next week the U.S. Department of Education is coming to IDOE for a Statewide Longitudinal Data System Grant site visit. IDOE has been a recipient of SLDS funds for several years now and this directly affects what we do here and how INK will function. Mr. Hatchett acknowledged that by way of the SLDS grant, Indiana has access to a great deal of resources and best practices, which IDOE staff have been willing to share.

(d) Cross-Agency Collaborations

Mr. Hatchett shared that he was recently approached by the Commission on Improving the Status of Children's (CISC) data and mapping taskforce to talk about potential collaborations and data sharing. The CISC is looking to analyze educational and workforce outcomes for vulnerable youth. Based on preliminary discussions, it does not appear that they are seeking full membership as a partner agency, but they would like to continue exploring ways to leverage the work of INK to fulfill their statutory mission.

Mr. Hatchett added that the Early Learning Advisory Committee (ELAC) has also reached out and he joined their data coordination and system building workgroup. This group is defining the needs for pre-K longitudinal data in Indiana, some of which will be internal to FSSA and some of which will be cross-sector and part of INK's purview. Dr. Molly Chamberlin, who has worked on a number of Indiana's longitudinal data efforts, is leading the workgroup through defining the research questions. Stakeholders have been sent a survey to help prioritize and define audiences. The next step will be to map the data elements required to answer these questions. Mr. Hatchett noted that he would continue to keep the Governance Committee apprised of developments.

VII. Adjourn

Chair McConnell reminded members of the next meeting on October 22, 2014 at 10:00AM. Staff will send a poll next week to schedule a meeting sometime around mid-November and early December.

Commissioner Lubbers motioned to adjourn; Commissioner Sanders seconded. The meeting adjourned at 11:38AM.

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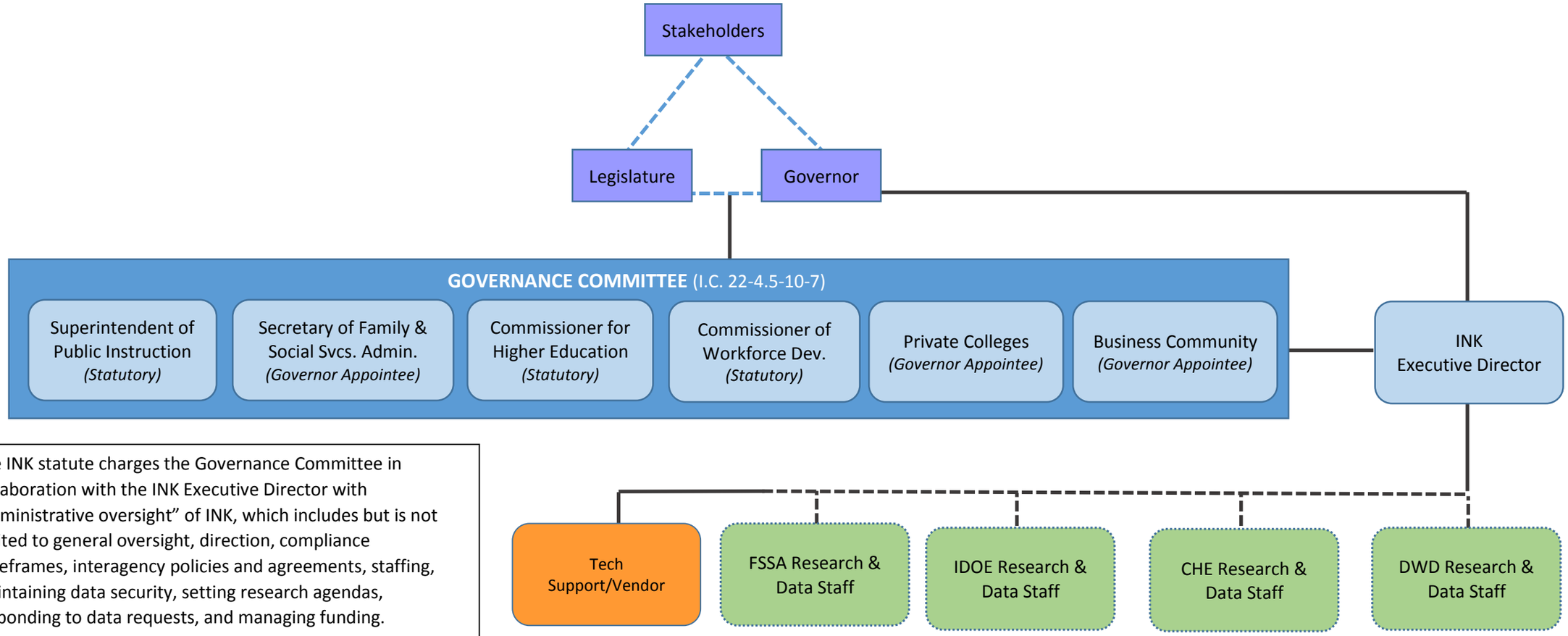
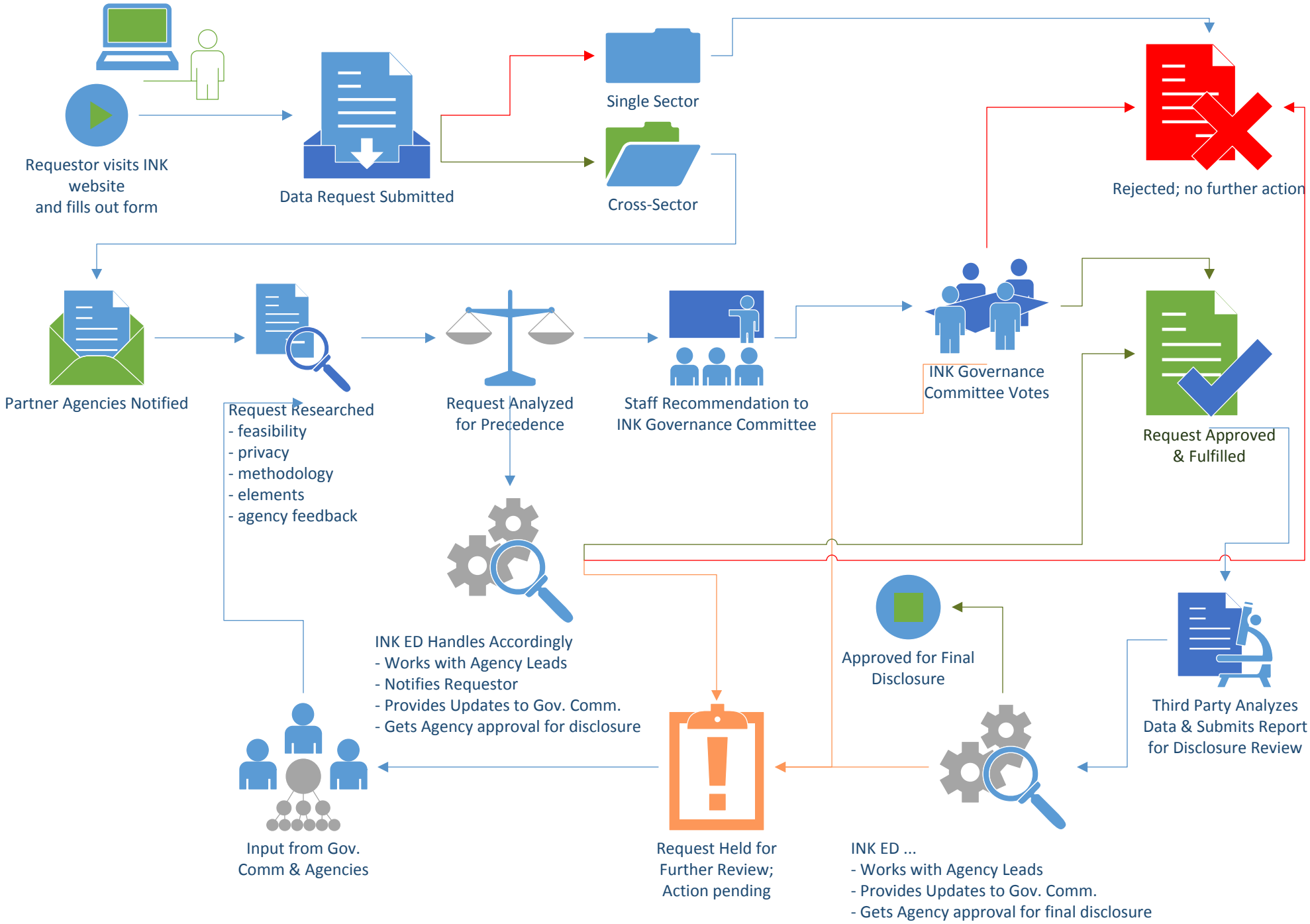
Indiana Network of Knowledge Data Governance



The INK statute charges the Governance Committee in collaboration with the INK Executive Director with "administrative oversight" of INK, which includes but is not limited to general oversight, direction, compliance timeframes, interagency policies and agreements, staffing, maintaining data security, setting research agendas, responding to data requests, and managing funding.

The INK Executive Director is an advisory member of the INK Governance Committee and serves as the Governor's pleasure. The Executive Director is required to work with state agencies and other participating entities to manage policies and procedures, quality, integrity, transparency, security, confidentiality, and provide reports to Governor and the Governance Committee, in addition to responsibilities assigned by the Governor.

09 September 2014


Requestor visits INK website and fills out form
Data Request Submitted
Single Sector
Cross-Sector
Rejected; no further action
Partner Agencies Notified
Request Researched
- feasibility
- privacy
- methodology
- elements
- agency feedback
Request Analyzed for Precedence
Staff Recommendation to INK Governance Committee
INK Governance Committee Votes
Request Approved & Fulfilled
INK ED Handles Accordingly
- Works with Agency Leads
- Notifies Requestor
- Provides Updates to Gov. Comm.
- Gets Agency approval for disclosure
Approved for Final Disclosure
Third Party Analyzes Data & Submits Report for Disclosure Review
Input from Gov. Comm & Agencies
Request Held for Further Review; Action pending
INK ED ...
- Works with Agency Leads
- Provides Updates to Gov. Comm.
- Gets Agency approval for final disclosure

Memorandum of Understanding & Data Sharing Agreement

EDS #BUI-15-0004

I. Recitals and Definitions

This interagency memorandum of understanding and data sharing agreement ("Agreement") is entered into by and between the Indiana Department of Education ("IDOE", established I.C. 20-19-3-1), the Commission for Higher Education of the State of Indiana ("CHE", established by I.C. 21-18-2-1), the Department of Workforce Development ("DWD", established by I.C. 22-4.1-2-1), the Family and Social Services Administration, including its various divisions, bureaus, and offices, ("FSSA", established by I.C. 12-8-1.5-1 and subsequent articles), and the Indiana Network of Knowledge ("INK", established by I.C. 21-4.5-10-3).

Indiana Office of Technology ("IOT") refers to the agency established by I.C. 4-13.1-2-1.

INK Executive Director refers to the official appointed by the Governor pursuant to I.C. 22-4.5-10-8.

INK Governance Committee refers to the public body established by I.C. 22-4.5-10-7.

The phrase "Source Agency" refers collectively to IDOE, CHE, DWD, and FSSA.

The phrase "Partner Agency" refers collectively to IDOE, CHE, DWD, FSSA, and INK.

The phrase "Authorized Agent" refers collectively to employees, agents, and contractors of IDOE, CHE, DWD, FSSA, and INK who are authorized by their appointing authorities to act under the terms of this Agreement.

II. Purpose

Pursuant to and consistent with the provisions of I.C. 22-4.5-10, the ongoing work of the Indiana Career Council, and other data sharing initiatives, the Partner Agencies seek to expand data linkages among early childhood, K-12, higher education, and workforce sectors. In support of these requirements and initiatives, the Partner Agencies agree to expand the data reporting capabilities related to the pipeline between these sectors. The goal of these efforts include, but is not limited to, improving the state's education-workforce system to yield greater economic opportunities for Hoosiers.

The linked data will allow the Partner Agencies to provide critical feedback to their respective stakeholders on performance of students, trainees, and clients throughout the education-workforce system. This information will increase capacity to provide valuable information and tools to Indiana high school and college counselors as they assist students in pursuing career and educational goals. Further, data linkages will enhance the state's ability to align educational and training policies and programs with demand, provide much needed information on post-graduation student flow, and prioritize training funds for high-wage, high-demand occupations, resulting in a better-prepared workforce and stronger and more competitive Hoosier economy. Linkages between higher education and workforce data allow the state agencies and higher education institutions to meet federal reporting requirements on student placement in the workforce, as well as allowing for analyses that are vital for both higher education and economics development.

This Agreement sets forth the terms, circumstances, and protections of data sharing by and between the Partner Agencies. It also sets forth the terms, circumstances, and protections of making data reports and analyses generated by INK and the Partner Agencies available.

III. Term

This Agreement is effective May 1, 2015 and remains in effect until terminated pursuant to Section IX, *Termination*.

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IV. Data

Consistent with I.C. 22-4.5-10-5(b), Source Agencies will submit data to the INK system as determined by resolution of the INK Governance Committee. The INK Governance Committee, upon advice of the Source Agencies, will determine the appropriate format of data and subsequent validation rules. Such data remains under the ownership and control of the respective Source Agency submitting the data and may be used only as permitted by I.C. 22-4.5-10 unless the Source Agency consents to additional use in writing.

Data sharing between Partner Agencies for the purposes of this Agreement will utilize one of the following two methods (in order of preference):

(1) secure FTP site as provided by the Indiana Office of Technology or the IDOE. Following upload, the Source Agency will notify the appropriate Partner Agency that the data are available.
(2) password-protected optical media (i.e. CD or DVD). The media will be hand-delivered to the appropriate Partner Agencies followed by a password emailed to the authorized data representative.

INK staff will coordinate with appropriate Source Agency technical leads, as designated by the Agency Head of each Source Agency, to link records and load the data into the INK system.

Partner Agencies, their Authorized Agents, and any approved third parties shall adhere to guiding principles of federal and state statutes, regulations, and administrative rules concerning data privacy and confidentiality of personally identifiable information, including but not limited to: the Family Educational Rights and Privacy Act ("FERPA"); Title III, Social Security Act (SSA), including 20 CFR Part 603; I.C. 4-1-6; and, I.C. 22-4-19-6.

V. Confidentiality

Each Partner Agency designates each of the other Partner Agencies and their Authorized Agents as "authorized representatives" for the purposes of this Agreement, as defined by I.C. 22-4-19-6(a) and 34 CFR §99.31(a)(3). The Partner Agencies acknowledge that this Agreement is subject to the confidentiality requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g, 34 CFR Part 99, Sec. 303(a)(1) of the Social Security Act, I.C. 4-1-6, and I.C. 22-4-19-6.

Partner Agencies understand that data shared between agencies may contain confidential or otherwise protected information. Therefore, Partner Agencies assure that all data, material, and information gathered by or disclosed to Partner Agencies pursuant to this Agreement will not be disclosed or discussed with any third party without the prior written consent of the relevant Source Agencies. Partner Agencies shall ensure that their Authorized Agents will comply with all confidentiality requirements and obligations in the storage, maintenance, and disclosure of these data.

The recipient of these data shall promptly, but not more than eight (8) hours of learning, report to all Partner Agencies and IOT any incidents in detail of personally identifiable information received from the Source Agencies whose confidentiality was breached, released, or is believed to have been breached or released. If any personally identifiable information is improperly disclosed by the recipient of these data, the recipient of these data agrees to comply with the provision of I.C. 4-1-11 and relevant IOT policies.

The Partner Agencies hereby acknowledge and assure that they will adhere to the following terms for shared data:

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A) Partner Agencies understand that work involve access to these shared data may not be, unless otherwise specified in this Agreement subcontracted or otherwise transferred;

B) Partner Agencies understand Access to these shared data must be limited to Authorized Agents of the Partner Agencies to work directly on functions covered under this Agreement and who have received proper training with applicable privacy laws and regulations;

C) Partner Agencies agree to use these shared data only for the purposes authorized under this Agreement or any subsequently approved amendments and not to disclose or reproduce these shared data to anyone who is not an Authorized Agent of the relevant Source Agencies;

D) Partner Agencies shall not publish or disclose in any way information or shared data that would directly or indirectly identify individual students;

E) Partner Agencies agree to immediately notify the other Partner Agencies upon receipt of any legal, investigatory, or other demand for access to these shared data in any form and refer any demand for these shared data to the relevant Source Agency;

F) Partner Agencies agree to immediately notify the other Partner Agencies upon discovering any breach or suspected breach of security or any disclosure of these shared data not authorized by this Agreement;

G) Partner Agencies will perform work under this Agreement in a secure worksite and computer/communications environment and provide exclusive physically secure storage facilities for these shared data so as to ensure the security, protection, and confidentiality of these data;

H) All reports and other outputs using these shared data and prepared for release outside of the Partner Agencies are subject to review of the INK Governance Committee and appropriate Source Agencies;

I) Partner Agencies shall provide to the Source Agencies such information as the Source Agencies may deem appropriate to assure that confidentiality protections are being maintained and that these shared data are being appropriately used;

J) Shared data shall be immediately returned, permanently deleted, or destroyed upon the Source Agencies' requests;

K) Partner Agencies and their Authorized Agents shall continue to protect and maintain confidentiality of any data still in their possession under the terms of this Agreement upon termination of this Agreement and Partner Agencies shall continue to be responsible for any misuse or improper disclosure;

L) Partner Agencies shall instruct all Authorized Agents having access to the disclosed information about the confidentiality requirements of this Agreement and the sanctions specified in state and federal law for unauthorized disclosure of information;

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M) Each Partner Agency's consent to this Agreement is an acknowledgement that all Authorized Agents having access to these shared data and disclosed information have been instructed as required by the terms of this Agreement.

The Partner Agencies assure that when data are no longer required, the Partner Agencies will appropriately destroy these shared data, including copies or backups. Partner Agencies shall maintain records that document and verify the destruction of these shared data pursuant to this Agreement. The destruction of shared data must be witnessed by at least one additional person who can later attest that a complete and permanent destruction of the data occurred. Partner Agencies will submit a letter to the other Partner Agencies within thirty (30) days of the termination of this Agreement attesting to the destruction of the shared data unless a new Agreement is executed within that timeframe. If the Partner Agencies of the data do not destroy all shared data when no longer needed for the purposes of this Agreement, then Partner Agencies in receipt of the shared data may be prohibited from access to future data from the relevant Source Agencies for at least five (5) years, pursuant to 34 CFR §99.67(e).

VI. Partner Agency Commitments

Consistent with I.C. 22-4.5-10-8(h), the INK Executive Director will engage Partner Agencies, other state entities, and external stakeholders to ensure the success of INK. Such activities include but are not limited to: day-to-day administration of INK, implementation of various directives, and development of a research agenda. The INK Executive Director is charged with providing updates the INK Governance Committee on these activities. Partner Agencies and other stakeholders may also provide updates directly to the INK Governance Committee through agency representation on the INK Governance Committee or during the general Public Comment period of meetings.

At the call of the INK Executive Director or INK Governance Committee, Source Agencies shall provide staff representation to committee, advisory, or other working group meetings to ensure the interests and concerns of the Source Agency are appropriately represented.

VII. Data Governance

The INK Governance Committee shall adopt, in consultation with the Source Agencies, appropriate policies for data requests, security, and confidentiality that comply with relevant federal and state statutes, regulations, and administrative rules for data confidentiality and privacy. No data request shall be approved without prior authorization of the appropriate Source Agency.

The INK Executive Director, in consultation with the Source Agencies, shall develop a Data Governance Manual to implement the INK Governance Committee's policies consistent with relevant federal and state statutes, regulations, rules, and policies. The INK Executive Director and Source Agencies shall review and update the Data Governance Manual at least yearly.

Prior to final disclosure, any reports, studies, or other research using data obtained from INK shall be reviewed on a timely basis (not to exceed thirty calendar days) by the INK Executive Director and appropriate Source Agencies to ensure: compliance with relevant federal and state statutes, regulations, administrative rules, and policies; proper interpretation of the data; and, no inadvertent disclosure of personally identifiable information. Partner Agencies reserve the right to request adjustments to research, analysis, or suppression methodology as needed. Any final report, study, or other research using data obtained from INK shall properly attribute the source of data to INK.

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VIII. Amendments

This Agreement may be amended, modified, or supplemented by a written document at any time with the written consent of the parties executed in the same manner as this Agreement. Any amendment approved by the parties shall be incorporated as part of this Agreement.

IX. Termination

Partner Agencies may terminate this Agreement at any time with or without cause by providing written notice to the other parties and the INK Executive Director thirty (30) calendar days prior to the termination date. The terminating party will be required to provide an explanation for termination at the next available meeting of the INK Governance Committee.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be cancelled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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IN WITNESS THEREOF, the Indiana Department of Education, the Commission for Higher Education of the State of Indiana, the Department of Workforce Development, the Family and Social Services Administration, and the Indiana Network of Knowledge have executed this interagency memorandum of understanding and data sharing agreement by their duly authorized representatives, subject to the terms and conditions as set forth above.

INDIANA DEPARTMENT OF EDUCATION ("IDOE")
Executed by:

_____
Glenda Ritz, *Superintendent of Public Instruction*

Date: _____

COMMISSION FOR HIGHER EDUCATION OF THE STATE OF INDIANA ("CHE")
Executed by:

_____
Teresa Lubbers, *Commissioner*

Date: _____

DEPARTMENT OF WORKFORCE DEVELOPMENT ("DWD")
Executed by:

_____
Scott B. Sanders, *Commissioner*

Date: _____

FAMILY AND SOCIAL SERVICES ADMINISTRATION ("FSSA")
Executed by:

_____
John J. Wernert, *Secretary*

Date: _____

INDIANA NETWORK OF KNOWLEDGE ("INK")
Executed by:

_____
Jeffrey D. Hudnall, *Executive Director*

Date: _____

INDIANA OFFICE OF TECHNOLOGY ("IOT")
Approved by:

_____ (for)
Paul Baltzell, *Chief Information Officer*

Date: _____

STATE BUDGET AGENCY
Approved by:

_____ (for)
Brian E. Bailey, *State Budget Director*

Date: _____

OFFICE OF THE ATTORNEY GENERAL
Approved as to Form and Legality by:

_____ (for)
Gregory F. Zoeller, *Attorney General*

Date: _____

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