AGREEMENT FOR ADMINISTRATION OF SCHOLARSHIP PROGRAM

The North Dakota Legislative Assembly has established a North Dakota academic and career and technical education scholarship program for students attending higher education institutions in the state. The program is jointly administered by the Department of Public Instruction (DPI) and the North Dakota University System (NDUS), with DPI responsible for certifying initial eligibility based on students’ high school records and NDUS responsible for determining continuing eligibility and distribution of scholarship funds.

In order to provide for efficient administration of this program, the parties agree to the following division of administrative responsibilities:

1. DPI shall:
   a. Advertise the program to high school students, families and school officials;
   b. Develop and maintain an electronic scholarship application;
   c. Verify accuracy of scholarship applications;
   d. Verify ACT and WorkKey scores for scholarship eligibility;
   e. Verify high school grade point average for initial scholarship eligibility;
   f. Verify high school course work for initial scholarship eligibility;
   g. Verify high school graduation for initial scholarship eligibility;
   h. Issue scholarship award notices to recipients, with instructions directing students to accept or defer the scholarship and confirm their college choice;
   i. Provide information to applicants regarding deferrals of initial award; and
   j. After all initial scholarship recipients have responded, forward a list of certified recipients and other information needed for reporting purposes to the NDUS.

2. NDUS shall:
   a. Notify North Dakota higher education institutions of initial and renewal scholarship recipients each year;
   b. Keep track of scholarship recipient transfers each academic term;
   c. Each academic term, forward scholarship funds for eligible scholarship recipients to the institutions;
   d. Each academic term, verify full-time enrollment for each recipient;
   e. At the end of each academic term, verify with institution registrars each scholarship recipient’s cumulative grade point average;
   f. At the end of each spring semester or quarter, notify students and institution financial aid directors of scholarship renewals, non-renewals or terminations;
   g. Track each recipient by cohort or year of initial award for funding and reporting purposes, including enforcement of maximum awards;
   h. Track enrolled students who received scholarships but deferred;
   i. Maintain all fiscal files for audit purposes and maintain all recipient files for the appropriate state record retention timeline; and
   j. Prepare annual reports for Legislative Council.
1. I have read, understood, and will comply with these requirements

Name of NDUS Representative: William G. Goetz

Title of NDUS Representative: Chancellor

Signature of NDUS Representative: [Signature] Date: 11/30/10

2. I have read, understood, and will comply with these requirements

Name of DPI Representative: Dr. Wayne G. Sanstead

Title of DPI Representative: State Superintendent

Signature of DPI Representative: Wayne G. Sanstead Date: 12/23/10
To: North Dakota Department of Public Instruction

From: North Dakota University System

Date: January 8, 2010

Subject: Data Sharing Agreement

1. This Data Sharing Agreement is entered into between the North Dakota University System (hereinafter “NDUS”) and the North Dakota Department of Public Instruction (hereinafter “DPI”).

NDUS and/or DPI may amend this agreement by mutual consent, in writing, at any time.

2. Purpose of Agreement
The data will only be used for the administration and reporting requirements of the North Dakota Academic Scholarship and the North Dakota Career and Technical Education Scholarship as defined in HB1400 enacted during the 2009 North Dakota Legislative Session.

3. Period of Agreement
The period of this agreement shall be in effect from May 1, 2010 until terminated in writing by either organization.

4. Description of Data
The data elements to be exchanged are listed below. Further details of the data and format of exchange will be listed in a data extract guide.

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Student’s last name</td>
</tr>
<tr>
<td>Middle Name</td>
<td>Student’s middle name</td>
</tr>
<tr>
<td>First Name</td>
<td>Student’s first name</td>
</tr>
<tr>
<td>Birth Date</td>
<td>Student’s birth date</td>
</tr>
<tr>
<td>Gender</td>
<td>Student’s gender</td>
</tr>
<tr>
<td>School ID</td>
<td>Unique ID of K12 school from which student graduated</td>
</tr>
<tr>
<td>School County</td>
<td>County in which the K12 school is located</td>
</tr>
</tbody>
</table>
Graduation Date | Date graduated from high school
---|---
Student Address | Student’s permanent home address including city, state, and zip-code
Student Telephone Number | Student’s telephone number
Student Social Security Number | Student’s Social Security Number
ACT Exam Score | Student’s ACT Exam Score
WorkKeys Exam Scores | Student’s WorkKeys Exam Scores
High School GPA | Student’s cumulative un-adjusted high school grade point average
Scholarship | Scholarship for which the student is applying, either the North Dakota Academic Scholarship or the North Dakota Career and Technical Education Scholarship
College | Name of college the student indicated they would be attending
E-mail address | Student’s email address

5. **Method of Transfer**
   NDUS and DPI will employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access during transfer. Methods employed are subject to review and approval by NDUS and DPI.

6. **Security of Data**
   Both parties will assume responsibility of data received from each other and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access. Methods employed are subject to review and approval by each party.

Both parties will comply with all applicable federal and state laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA).

Both parties will be notified in the event the security, confidentiality or integrity of the data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery. Appropriate course(s) of action will be determined based on inputs from both NDUS and DPI representatives.

Exchange of data between either DPI or NDUS and 3rd party contractors is subject to the requirements outlined in this agreement.

7. **Disposition of Data**
   Both DPI and NDUS will destroy all data when no longer needed to achieve the purpose of the project as outlined above. Written notification will be sent to either party when completed.
8. I have read, understood, and will comply with these requirements

Name of NDUS Representative  William G. Goetz

Title of NDUS Representative  Chancellor

Signature of NDUS Representative  [Signature] Date 1/10/10

9. I have read, understood, and will comply with these requirements

Name of DPI Representative  Dr. Wayne G. Sanstead

Title of DPI Representative  State Superintendent

Signature of DPI Representative  [Signature] Date 1-14-10