



**COLORADO**

**Governor's Office of  
Information Technology**

# Statewide Longitudinal Data System (SLDS)

Memorandum of Understanding



This Memorandum of Understanding (the “MOU”) is entered into by and between the Colorado Governor’s Office of Information Technology (“OIT”) and Data Providers (as defined below). For purposes of this MOU, OIT and Data Providers may be referred to individually as a “Party” and collectively as the “Parties.” This MOU shall take effect immediately upon the date of OIT’s execution.

*Whereas*, the Colorado General Assembly has found that Colorado’s economic vitality depends on a highly educated, skilled, and diverse workforce, which requires educational programs designed to create career-connected learning opportunities;

*Whereas*, a task force created by HB22-1215 reviewed unequal student access to postsecondary and workforce readiness programs and recommended that the State establish and utilize a robust statewide longitudinal data system and public-facing dashboard to connect data concerning participation in postsecondary and workforce readiness programs with long-term wage outcomes;

*Whereas*, pursuant to HB22-1349 the Colorado Department of Higher Education produced two reports recommending statutory commitment and long-term investment in a robust, statewide longitudinal data system to support evidence-based policymaking and provide information for decision-making for individuals and families;

*Whereas*, the Colorado General Assembly passed HB24-1364 (as defined below), establishing the Statewide Longitudinal Data System (the “SLDS”) to aggregate Data (as defined below) across the state of Colorado over time for the purpose of advancing technology solutions and improving data connectivity and analysis concerning education and workforce readiness statewide (the “Purpose”);

*Whereas*, pursuant to HB24-1364, OIT is building, hosting, and managing the daily operations of the SLDS; and

*Whereas*, Data Providers seek to contribute Data to the SLDS order to advance the objectives of HB24-1364 and the Purpose in accordance with this MOU.

*Now, therefore*, in consideration of the mutual promises contained herein, the sufficiency of which each Party hereby acknowledges as adequate, the Parties agree as follows:

## **1. Defined Terms.**

- a. “Anonymized Data” means Data that has been de-identified by the removal of all PII from the data so that the remaining information does not identify an individual and there



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is no reasonable basis to believe that the information can be used to identify an individual.

- b. “CIPSEA” means the Confidential Information Protection and Statistical Efficiency Act of 2002, codified at 44 U.S.C. §§ 3561, *et seq.*
- c. “Confidential Data” means Data submitted by a Data Provider that is not Anonymized and contains PII.
- d. “CORA” means the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S.
- e. “Data” means any information as defined in any applicable Data Sharing Agreements and Data Sharing Addenda to be contributed to the SLDS.
- f. “Data Governance” means the oversight of data quality, data management, data policies, business process management, and risk management surrounding the handling of Data.
- g. “Data Governance Policies” means the specific policies and procedures approved by the Governing Board concerning Data Governance in the SLDS.
- h. “Data Provider” means any state, municipal or local government agency or any other private or public institution or organization that executes a joinder to this MOU and contributes Data to the SLDS.
- i. “Data Recipient” means a person, institution, organization, entity, or agency, who may or may not be a Party, that receives Data from the SLDS pursuant to a Data Use License.
- j. “Data Sharing Addendum” means an addendum to a Data Sharing Agreement executed by OIT and a Data Provider that describes the Data to be shared, the purpose for sharing the Data, and any restrictions that may apply with respect to the Data to be shared under the Addendum.
- k. “Data Sharing Agreement” means a contractual agreement between a Data Provider and OIT that sets forth the conditions under which Data are shared with OIT for contribution to the SLDS.
- l. “Data Use License” means a contractual agreement between a Data Recipient and OIT that sets forth the conditions under which the Data Recipient may receive and use Data from the SLDS.
- m. “FERPA” means the Family Educational Rights and Privacy Act, which is codified at 20 U.S.C. § 1232g and 34 CFR Part 99.



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- n. “Governing Board” means the Board responsible for setting the strategic direction of the SLDS in furtherance of the Purpose pursuant to and HB24-1364 and this MOU.
  - o. “HB24-1364” means the Education-Based Workforce Readiness Act, which is codified in relevant part at §§ 24-37.5-105 and 24-37.5-125, C.R.S.
  - p. “Higher Education Act” means the Higher Education Act of 1965 and subsequent amendments.
  - q. “IDEA” means the Individuals with Disabilities Education Act, which is codified at 20 U.S.C. § 1400 and 34 CFR Part 300.
  - r. “OIT” means the Governor’s Office of Information Technology.
  - s. “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at:  
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
  - t. “Personally Identifying Information” or “PII” means information which can reasonably be used to identify, contact, or locate an individual, either alone or in combination with other information.
  - u. “Protection of Personal Identifying Information Act” means the law codified at §§ 24-74-101, C.R.S., *et seq.*
  - v. “SDTSA” means the Student Data Transparency and Security Act, codified at §§ 22-16-101-112, C.R.S.
  - w. “State” means the State of Colorado.
  - x. “Sustainability Interagency Advisory Group” or “Sustainability Advisory Group” means the advisory group convened by the Governing Board, pursuant to HB24-1364, to advise the Governing Board on the use and function of the SLDS.
  - y. “Systems Build and Implementation Interagency Advisory Group” or “Build and Implementation Advisory Group” means the advisory group convened by the Governing Board, pursuant to HB24-1364, to advise the Governing Board on the technical development and implementation of the data system.
  - z. “Use Case” means a specific purpose for contributing Data to the SLDS and/or using Data held within the SLDS. Use Cases identify Data to be ingested into the SLDS and the value resulting from contributing the Data to the SLDS.



## 2. Purpose of the MOU.

This MOU sets forth the terms and conditions that apply to Data Providers' contributions of Data to the SLDS, OIT's management of the Data in the SLDS, and use of Data held in the SLDS. The Parties understand that the goal of this MOU is to facilitate data sharing in furtherance of the Purpose as articulated in HB24-1364, including but not limited to supporting evidence-based policy making to improve education and workforce development outcomes throughout the State. Each Data Provider that enters this MOU retains the right to determine that the use, sharing, and disclosure of the data it contributes to the SLDS complies with applicable law in accordance with the Data Governance Policies established by this MOU.

## 3. Legal Framework.

- a. **Compliance with Law.** HB24-1364 requires compliance with applicable state and federal laws to ensure protection of individuals' privacy and security of the SLDS. All Parties agree to contribute Data to the SLDS, and to maintain and use Data in the SLDS, in compliance with all applicable state and federal laws and regulations, including but not limited to CIPSEA, FERPA, the Higher Education Act, IDEA, 20 CFR Part 603, the SDTSA, the Protection of Personal Identifying Information Act, and other laws that may apply to the confidentiality and use of Data in the SLDS.
- b. **Charter.** The Governing Board's Charter memorializes the composition, duties, and operating procedures of the Governing Board, the Sustainability Advisory Group, and the Build and Implementation Advisory group.
- c. **Contractual Agreements.** Three types of contractual agreements govern contribution of Data to the SLDS and the use of Data maintained in the SLDS.
  - i. **Memorandum of Understanding.** This MOU sets forth the operational and governing principles of the SLDS. OIT and all Data Providers must agree to the terms of the MOU and Data Providers must execute a joinder in the form of Exhibit **A**. A joinder is not an amendment to the MOU. Its sole effect is to add an entity as a Data Provider and bind the entity to the terms of this MOU.
  - ii. **Data Sharing Agreements and Data Sharing Addenda.**
    1. **Data Sharing Agreements.** Data Sharing Agreements set forth the general terms and conditions under which a Data Provider may share data, including Confidential Data, with OIT for contribution to the SLDS. OIT and a Data Provider will execute a Data Sharing Agreement prior to sharing any Data.



2. **Data Sharing Addenda.** OIT and a Data Provider will execute a Data Sharing Addendum to a Data Sharing Agreement, for each unique use of Data, prior to sharing any Data. Data Sharing Addenda must set forth, at minimum, the specific Data to be shared with OIT, whether the Data contains any PII or any other sensitive Data that may be subject to heightened restrictions, the purpose for which the Data can be used, any applicable legal conditions for sharing and/or using the data, and any additional restrictions that may apply to the Data. Each Data Sharing Addendum shall incorporate the terms of this MOU and the applicable Data Sharing Agreement by reference.
- iii. **Data Use Licenses.** Data Use Licenses set forth the conditions under which a Data Recipient can receive and use Data from the SLDS. OIT and a Data Recipient will execute a Data Use License prior to sharing any Data from the SLDS with the Data Recipient.

#### 4. **SLDS Governance Structure, Roles, and Responsibilities.**

- a. **OIT.** Pursuant to HB24-1364, OIT has contracted with a vendor to build the SLDS. OIT manages the SLDS's technical buildout, operations, and support. OIT also facilitates meetings of the Governing Board and implements the operational decisions of the Governing Board.
- b. **Governing Board.**
  - i. **Composition.** The Governing Board is composed of representatives from various state agencies and from the public, as set forth in HB24-1364 and memorialized in its Charter.
  - ii. **Operating Procedures.** The Governing Board's operating procedures, including its meeting cadence and decision-making processes, are memorialized in its Charter.
  - iii. **General Responsibilities.** Pursuant to HB24-1364, the Governing Board is responsible for setting the strategic direction of the SLDS in furtherance of the Purpose. Its statutory duties include:
    1. Establishing a governance structure to oversee the sharing and connecting of multiple data sets in to the SLDS;
    2. Developing Data Governance Policies for contributing agencies and including a data-request policy consistent with applicable laws;



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3. Ensuring the security and privacy of data within the SLDS and compliance with applicable laws; and
  4. Ensuring that the SLDS serves the Purpose by collecting data from contributing agencies, summarizing data and providing recommendations to the General Assembly, Governor, and State Board of Education in regular reports.
- iv. **Research Framework.** The Governing Board shall promulgate a research framework (“Research Framework”) in furtherance of the requirements of HB24-1364 and any other topics it determines are appropriate for the SLDS.
- v. **Data Governance Policies.** The Governing Board shall approve specific policies and procedures to govern management and use of SLDS Data (“Data Governance Policies”), including but not limited to:
1. Data security
  2. System access and use
  3. Data dictionary
  4. Data retention
  5. Use Case development, approval, and oversight
  6. Data request review, approval, and oversight
- The Governing Board may add, subtract, or modify Data Governance Policies as needed. Any modifications to the Data Governance Policies must be approved by the Governing Board.
- vi. **Use Case Approval.** In accordance with applicable Data Governance Policies, the Governing Board approves proposed Use Cases. Before issuing such approvals, the Governing Board shall evaluate at least:
1. The legality of data sharing for a proposed Use Case;
  2. The practicality of data sharing for a proposed Use Case;
  3. Alignment of the proposed Use Case with the Research Framework and/or HB24-1364; and



4. The support of contributing Data Provider(s) for the proposed Use Case.

In accordance with applicable Data Governance Policies, contributing Data Providers shall review the legality of sharing data for a proposed Use Case prior to approval. A contributing Data Provider may decline to share data for a proposed Use Case only if it determines that such sharing would not comply with applicable law.

**c. Sustainability Advisory Group.**

- i. **Composition.** The Sustainability Advisory Group is composed of representatives from various state agencies, as set forth in HB24-1364 and memorialized in the Governing Board's Charter.
- ii. **Operating Procedures.** The Sustainability Advisory Group's operating procedures, including its meeting cadence and decision-making processes, are memorialized in the Governing Board's Charter.
- iii. **General Responsibilities.** Pursuant to HB24-1364 and as memorialized in the Governing Board's Charter, the Sustainability Advisory Group is responsible for advising the Governing Board on the use and function of the SLDS. Members of the Sustainability Advisory Group understand the programs and Data sets included in the SLDS and how the SLDS informs decisions within each contributing agency and the contributing agency's stakeholders.
- iv. **Use Case Development.** The Sustainability Advisory Group is responsible for developing and prioritizing Use Cases in furtherance of the Research Framework and/or HB24-1364, in alignment with the Data Governance Policies.
  1. In accordance with applicable Data Governance Policies, the Sustainability Advisory Group shall ensure that Data Providers review proposed Use Cases with its legal counsel to determine the legality of contribution, use, and/or disclosure of Data for such proposed Use Cases prior to seeking approval from the Governing Board.
  2. The Sustainability Advisory Group is responsible for presenting proposed Use Cases to the Governing Board for approval.

**d. Build and Implementation Advisory Group.**

- i. **Composition.** The Build and Implementation Advisory Group is composed of representatives from various state agencies, as set forth in HB24-1364 and memorialized in the Governing Board's Charter.





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- ii. **Operating Procedures.** The Build and Implementation Advisory Group’s operating procedures, including its meeting cadence and decision-making processes, are memorialized in the Governing Board’s Charter.
  - iii. **General Responsibilities.** Pursuant to HB24-1364 and as memorialized in the Governing Board’s Charter, the Build and Implementation Advisory Group is responsible for advising the Governing Board on the technical development and implementation of the SLDS. Members of the Build and Implementation Advisory Group understand each contributing agency’s data system, processes, and structures.

## **5. Use of Data.**

All Parties, and specifically OIT, shall use Data only for authorized purposes specified in this MOU, applicable Data Sharing Agreements and Data Sharing Addenda in accordance with applicable law. Nothing in this MOU shall be construed to allow any Party, person or entity to maintain, use, disclose or share Data in a manner inconsistent with applicable law, the terms of this MOU, or applicable Data Sharing Agreements and Data Sharing Addenda.

## **6. Term and Termination.**

- a. **Effective Date.** This MOU shall be effective on the date it is executed by OIT. The MOU shall remain in effect until the Governing Board terminates the MOU.
- b. **Planned Evaluation.** The Parties agree to evaluate this MOU within three (3) years of the effective date to determine whether any changes to the MOU would be beneficial to the operation of the SLDS. If the Parties agree that changes are appropriate upon review, the Parties may amend this MOU.
- c. **Termination.** Any Party may terminate its status as a Party to this MOU for breach of any term of this MOU or for breach of any term of an applicable Data Sharing Agreement upon thirty (30) days’ written notice to the Governing Board and the other Parties if the breach is not cured within the 30-day period.
- d. **Effect of Termination.**
  - i. Termination of the MOU terminates all active Data Sharing Agreements, Data Sharing Addenda, and Data Use Licenses, subject to the surviving terms of any applicable agreements.



- ii. Termination of a Party terminates a Party's Data Sharing Agreements, Data Sharing Addenda, and applicable Data Use Licenses, subject to the surviving terms of any applicable agreement.

## **7. Notices.**

All notices to be made under this MOU shall be in writing and delivered to the Party's authorized contact at the information listed below. A writing may be electronic. The Parties may change the authorized contact by notifying each other in writing of any change to this designation within ten (10) business days of the change:

### **a. Governing Board.**

Amy Bhikha  
Chair, Governing Board  
Chief Data Officer, OIT  
1575 Sherman Street  
Denver, CO 80203  
Email: [amy.bhikha@state.co.us](mailto:amy.bhikha@state.co.us)

### **b. OIT.**

Heather MacGillivray  
Program Manager, Statewide Longitudinal Data System  
1575 Sherman Street  
Denver, CO 80203  
Email: [heather.macgillivray@state.co.us](mailto:heather.macgillivray@state.co.us)

### **c. All other Parties.**

As specified in Joinder.

## **8. General Provisions.**

- a. **Amendment.** Other than updates to the authorized contact for notices under Section 7, this MOU may not be amended except in a writing setting forth such amendment that is executed by all Parties. Other agreements (e.g., Data Sharing Agreements, Data Sharing Addenda, Data Use Licenses) and supporting documents (e.g., Data Governance Policies, Charter) may be added or updated without requiring an amendment to the MOU, provided they comply with the terms of this MOU.



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- b. **Assignment.** A Party's rights and obligations under this MOU are personal and a Party may not transfer or assign its rights without the Governing Board's prior written consent. Any attempts at assignment or transfer without such consent shall be void. If the Governing Board approves any assignment or transfer of a Party's rights and obligations, this MOU will continue to govern such rights and obligations.
- c. **Counterparts.** Parties may execute this MOU in multiple, identical, or original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Furthermore, duplicated signatures, or signatures contained in a Portable Document Form (PDF) document shall be deemed original for all purposes.
- d. **Severability.** The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this MOU in accordance with the intent of this MOU.
- e. **Survival.** Sections [ ] of this MOU, as well as any other provisions that by their nature should survive, shall survive any termination of this MOU.
- f. **Waiver.** A Party's failure or delay in exercising any right, power, or privilege under this MOU, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- g. **CORA.** The Parties agree to coordinate if any Party receives a CORA request for Data that is subject to this MOU. CORA requests are time sensitive and must be referred to the Parties within one (1) business day to meet statutory open records requirements. To the extent not prohibited by federal law, this MOU and the performance measures and standards required under § 24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act.
- h. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.



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- i. **Independent Contractor.** Each Party shall perform its duties hereunder as an independent contractor and not as an employee. No Party, nor any agent or employee of any Party shall be deemed to be an agent or employee of the other Party. No Party shall have authorization, express or implied, to bind the other Party to any agreement, liability or understanding, except as expressly set forth herein.
  - j. **Third-Party Beneficiaries.** No third party shall be able to enforce or have the benefit of any of the provisions of this MOU.
  - k. **Compliance with Law.** Each Party shall comply with all applicable federal and State laws, rules, and regulations, that apply to their obligations under this MOU.
  - l. **Choice of Law, Jurisdiction, and Venue.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this MOU shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
  - m. **Employee Financial Interest/Conflict of Interest §§ 24-18-201 and 24-50-507, C.R.S.**  
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this MOU. Parties have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Parties' obligations and Parties shall not employ any person having such known interests.



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**PLACEHOLDER FOR OIT SIGNATURE PAGE**



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## **PLACEHOLDER FOR EXHIBIT A – JOINDER**