



MEMORANDUM OF UNDERSTANDING

BETWEEN

NEW ZEALAND QUALIFICATIONS AUTHORITY

AND

THE MINISTRY OF EDUCATION

FOR THE COMMON ENROLMENT-BASED

DATA TRANSFER PROCESS

Released under the Official Information Act 1982

Parties

MINISTRY OF EDUCATION ("MoE"), represented, for the purposes of this Memorandum of Understanding, by Rochelle Barrow, Group Manager Data and Information Stewardship, Evidence, Data and Knowledge, MoE.

NEW ZEALAND QUALIFICATIONS AUTHORITY ("NZQA"), represented, for the purposes of this Memorandum of Understanding, by Hamsa Lilley, Manager Data and Data Analysis, Assessment Division, NZQA.

Background

- A. NZQA and MOE are revising how they report roll-based achievement to the Minister of Education, Schools, and the wider public. To this end a process has been developed that will match data from both organisations to build a common enrolment-based dataset that will be used for all common statistical reporting.
- B. It is the intention of NZQA when providing achievement data to schools, to include the facility for each school to extract a list of the students that have contributed to the calculation of the reported achievement rates. The list of students will be identified by both the students National Student Number (NSN) and their name for both the numerator (the 'achieving' population) and the denominator (the complete roll for a given year at that school) for each reported statistic.
- C. To give each school a complete record of their student's achievement the school's enrolment records, as reported to NZQA, and the enrolment records reported to the MoE systems, will be used to match and identify the reporting population.
- D. Most students in the reporting population are known to NZQA either because they have an enrolment record reported to NZQA in the current year, or they have an enrolment record reported in a prior year. A small number of students, however, are completely unknown the NZQA. This situation arises in a number of circumstances, for example, when a student is engaged in an alternative assessment system such as Cambridge International or International Baccalaureate.
- E. For any student unknown to NZQA the MoE can supply a name from the ENROL database, making it easier for schools to identify the student rather than their having to look up the students NSN directly through their interface to the MoE systems or in the schools own School Management Systems (SMS).
- F. It has been agreed that the MoE will provide, as part of the interchange of data used to build the common reporting data set, the names of a small number of students not known to NZQA.
- G. The disclosure of students' names by MOE to NZQA is to enable NZQA to undertake research and statistical work including being able to provide full achievement reports to individual schools.

The Parties Agree:

Purpose

This Memorandum:

1. details the objectives of the file transfer process
2. details the duties and responsibilities of the Parties in respect to the process
3. records the understandings of the Parties in respect of the disclosure of information between them
4. outlines the agreed acceptable use of the commonly shared information
5. details the purpose of the disclosure and use of the information is to enable schools to understand:
 - who is included in the measure at their school.
 - which of the students that they have enrolled for assessment with NZQA who are not included in the measure at their school.

Objective

6. By detailing the purpose of this process and the terms of use of the information to be shared between the two Parties the objective is to:
 - make it clear to schools which students will be included in the reporting of roll-based achievement
 - clarify the extent and limitation on the matching of data between the IT systems of the two Parties.

Term

7. This Memorandum commences on the date the Parties sign this Memorandum and continues in effect until terminated in accordance with clause 28 and 29

Effect of the Memorandum

8. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.
9. Each Party agrees to inform the other of any desired changes to the content, meaning of the data, or the way it is treated and agrees to meet to negotiate any changes, and re-negotiate if necessary any aspects of this Memorandum including timeframe.
10. Where there are changes to Government policy which affect the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agrees to meet to re-negotiate if necessary any aspects of this Memorandum.

11. Where there are changes to New Zealand law which affect the purpose and functions of this Memorandum, each Party agrees to meet to re-negotiate if necessary any aspects of this Memorandum.

Privacy Act 1993

12. The Parties agree the disclosure by MOE, and the use by NZQA, of personal information, being the students' names, is for researching and reporting on the achievement data of schools. The Parties consider that this use and disclosure complies with Information Privacy Principles 10(f) and 11(h). The parties also agree that the disclosure by NZQA of students' names to schools is for the purpose of enabling schools to read their achievement data without having to look up the students' names via the NSNs of each student. As the schools already know the names of their students it is considered that there is no disclosure of personal information under the Privacy Act.

Process

- See Appendix B

Information to be provided

13. NZQA will supply MoE with the following information about the student:
- Enrolments and enrolling institution by year and year level
 - Student demographics: NSN, birth date, gender, ethnicity, citizenship
 - NCEA achievement of all the students with enrolments with NZQA or ENROL
14. MoE will supply the following information about the students and schools:
- Enrolments in ENROL
 - Names of students with enrolments in ENROL
 - Student demographic information from School Roll Return and ENROL
 - Provide school profile information from July Roll Return and FIRST
 - Information about interventions and programs students have participated in from Ministry Applications

Use of Information

15. Personal information provided by MoE (i.e. names to NZQA) is to be used by NZQA solely for research and statistical purposes as set out in clause 12 above.

Method of Information Exchange

16. The information outlined in clause 23 will be provided by direct electronic request by secure file transfer between the contact people set out in the attached Appendix.
17. Each Party may change its contact person on written notice from time to time.

Frequency of Information Exchange

18. The information will be shared at least four times a year, but on additional occasions by agreement between MoE and NZQA. The four planned iterations will be:
- a. 1st or 2nd working day in January (provisional dataset for the previous year). This makes the information available for use in Education Report to Minister and first refresh of the Principals report, and initial releases of the Secondary Schools Data and Statistics.
 - b. 2nd week of February (provisional dataset for the previous year). This is for the March update to Minister, refresh of the Principals report and Secondary Schools Data and Statistics.
 - c. End of March. This is the final update to Minister; annual web-statistics; refresh of the Principals report and Secondary Schools Data and Statistics; NZQA's Annual Statistics Report, Ministry's Annual report; Minister's Annual report - New Zealand Schools; and school level reporting prepared for Education Review Office and Ministry of Education Regional Offices.
 - d. December (provisional dataset for the current year)
19. We will share information on a test basis during October – December 2017.

Security of Information

20. The Parties must immediately notify the other Party of any actual or suspected unauthorised use or disclosure of any information exchanged pursuant to this Memorandum.
21. The Parties must also investigate any actual or suspected unauthorised use or disclosure of information.
22. If either Party has reasonable cause to believe that a breach of any other security provision in this Memorandum has occurred or may occur, that Party may undertake such investigation as it deems necessary.
23. Where an investigation is undertaken under this clause, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed of progress.
24. If there has been a security breach, either Party may terminate this Memorandum by notice in writing.

External Communications

25. If either Party receives a complaint or a request under the Official Information Act 1982 or the Privacy Act 1993 for information relating to this Memorandum, the Party which received the request will consult with the other Party on the proposed response prior to making a decision on the request.
26. In the event either Party receives an enquiry from the media relating to this Memorandum, the Party which received the request will consult with the other Party on the proposed response prior to providing a formal response.

Dispute Resolution

27. Should any dispute or difference of opinion arise out of or in connection with this Memorandum, the Parties will use their best endeavours to resolve the dispute.

Termination

28. Either Party may terminate this Memorandum by giving 2 months' notice in writing to the other Party.

29. The obligations in this Memorandum concerning the security, use and destruction of information shall remain in force notwithstanding the suspension or termination of this Memorandum.

Costs

30. Each Party will bear their own costs in relation to this Memorandum.

Variation

31. This Memorandum may only be varied with the agreement of both Parties, and any such variation shall be set out in writing and signed by both Parties.

Execution

Signed

R Barrow

Date

17/10/17

Name:

Rochelle Barrow

Position/Title

GM Data and Information Stewardship, Evidence, Data and Knowledge,
Ministry of Education

Signed:

Hamsa Lilley

Date

18/10/17

Name:

Hamsa Lilley

Position/Title

Manager Data and Data Analysis, Assessment Division,
New Zealand Qualifications Authority

Appendix A - Contact people

The nominated contact people are:

i) Ministry: Melanie Butler
(Acting Manager, Database Consulting and Warehousing)

ii) NZQA: Hamsa Lilley
(Manager Data and Data Analysis, Assessment Division)

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Appendix B - Overview of the Process

1. In each iteration of the process NZQA will send details of all students for whom a secondary enrolment record has been created in the NZQA database in the academic year of focus.
2. The data set to the MoE will include the students NSN and such detail as is required to enable the identification of the student in the MoE systems, but not the name of the student.
3. The MoE will utilise this data to identify the correct school in which to allocate the student for the purposes of statistical reporting.
4. The MoE will identify any additional students, not initially reported by NZQA, enrolled in a secondary school in the academic year of focus and identify the correct school in which to allocate the student for the purposes of statistical reporting.
5. This will be the master list of students and enrolments that will be used as the basis for all statistical reporting based on the common-roll dataset.
6. The MoE will return details of all students in this master set along with sufficient information to enable NZQA to record the students in a new database and identify those students known to NZQA.
7. For all students, the MoE will provide the student full name as recorded in the MoE's systems.
8. NZQA will add records to each student for the qualifications and achievements to be reported upon.
9. At this point the database built by NZQA will contain the population to be used in all common-roll statistical reporting.
10. NZQA will provide a copy of the data contained in this database to the MoE so that both Parties are able to create reports, as required, utilising the same base data.