MINISTRY OF EDUCATION
Te Tāhuhu o te Mātauranga

MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tahuhu o te Matauranga*

And

Ministry of Social Development

For the Purpose of

Calculating and allocating the Targeted At-Risk Grant funding for schools.

September 2019

Signatories

Signed for and on behalf of the Ministry of Education / *Te Tahuhu o te Matauranga*

.... Date: 9 /9 /19

Dr Craig Jones
Deputy Secretary
Evidence, Data, and Knowledge
Ministry of Education

Signed for and on behalf of the Ministry of Social Development

.... Date: ..../......./.......

Rob Hodgson
General Manager
Insights
Ministry of Social Development

Parties

1. The Secretary of Education (Education)

    AND

2. The Chief Executive of Ministry of Social Development (MSD)

Background

3. As part of Budget 2016, the Government provided an additional $43.2 million (GST Exclusive) in schools' operational grant funding over four years, to be paid from the beginning of the 2017 school year based on the estimated number of students in each state and state-integrated schools who are at risk of under-achieving.

4. This involved the creation of a new component in schools' operational grant funding: the 'Targeted At-Risk Grant'.

5. The risk at each school is estimated by calculating students supported long term benefit dependent households, the calculation is that the student has lived in a benefit-dependent household for 75% or more of the first five years of their life or 75% or more of the most recent five years. This reflects the finding from the Governments Social Investment research that students from long-term welfare-dependent families are at greater risk of educational under-achievement.

6. Identifying the school these students are enrolled in requires a match of ENROL data, held by Education, and benefit receipt data, held by MSD.

7. The objective of targeting operational grant funding in this way is to ensure that the Government's additional investment in schooling is focussed on helping the most at-risk students.

8. In order to calculate the funding for each school, Education need to obtain the number of students at-risk of under-achieving from each school.

9. This Memorandum of Understanding (Memorandum) is replacing the original Memorandum that was developed in 2016. It updates the contacts and refines the section on data quality assurance.

Interpretation

10. In this Memorandum, unless the context otherwise requires:

Term	Meaning
Memorandum of Understanding or MOU	This Memorandum of Understanding, including any amendments made the parties.

Parties	Means Education and MSD
Party	Means any one of the entities described under "Parties" as appropriate to the context
Eligible Schools	The payment is to be to schools defined as State Schools, State Integrated Schools, Special Schools, Special Units (funded), Regional Health Schools (notional estimated number), Teen Parent Units, open, merged and closing schools to be dealt with at the adjustment stage.

Purpose

11. The purpose of this Memorandum is to record the understandings of the Parties in respect of the disclosure of information between Education and MSD and the use of that information by both Parties.

12. The purpose of the disclosure and use of the information is to enable Education to:

    12.1. estimate the number of children in each state and state-integrated school who were in benefit-dependent households for 75% or more of the first five years of their life or 75% or more of the most recent five years.

    12.2. allocate operational grant funding to these schools on the basis of this information.

13. This agreement outlines the terms and conditions for the disclosure of information by MSD and the use of the information by Education.

14. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993 and does **not** authorise any breach of the Information Privacy Principles in that Act.

Effect of this Memorandum

15. 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.

16. Where there are changes to Government policy which affects the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agree to review as required any aspects of this Memorandum.

17. Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

Term of this Memorandum

18. The original Memorandum commenced on 26 July 2016 and was intended to run for four years.

19. This updated Memorandum replaces the original Memorandum from the date it is signed by both Parties and continues in effect until terminated in accordance with clause 23.

Review of this Memorandum

20. A Party may request a review of this Memorandum at any time.

21. The Parties agree to review this Memorandum annually.

Variations to this Memorandum

22. 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.

Termination of this Memorandum

23. This Memorandum may be terminated at any time by agreement in writing of both Parties.

24. 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

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

Legal Authority and Application of the Privacy Act 1993

26. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act.

27. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 12 comply with the Privacy Act.

28. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is Privacy Principle 10(f) and 11(h) which provides that an agency may disclose/use personal information if it believes on reasonable grounds that the information "is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned".

29. Education's use and disclosure of the information is also permitted under Principles 10(1)(e) and 11(a) of the Privacy Act which allow for use and disclosure for a purpose that is directly related to the purpose for which the information was obtained.

Information to be shared

30. Education will provide MSD with a list of students in ENROL as at 1 July.

31. The file will include:

    31.1. The school institution number that the student is enrolled under in ENROL as at 1 July

    31.2. Student names (including any alternative names if applicable from ENROL and the school roll return file)

    31.3. Gender

    31.4. Date of birth

32. MSD will provide Education with a list of schools derived from clause 31 and the total number of matched students that meet the criteria in clause 12.1 including:

    32.1. A list of school institution numbers

    32.2. Total number of students matched as meeting the criteria in clause 12.1

Use of the Information

33. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum.

34. Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Privacy Act and the Official Information Act 1982.

35. MSD will use this information for the sole purpose of matching this with the beneficiary information held by MSD. Where a match is found, MSD will provide Education with a total figure of matches by school.

36. The data match should aim to achieve a match rate of 95%.

37. Education will use the number of matches per school and allocation of unmatched children to estimate the total number of at-risk students enrolled in each school. This will then be used to calculate schools' funding entitlements for the next school year.

38. Education will advise schools of the estimate of the number of at-risk students on their roll when notifying them of their funding entitlement in September each year.

39. Education will also use information on the number of unmatched children to inform decisions on future matching criteria and provide insights into the number of school-aged children that may be funded in the future years.

Data Quality Assurance

40. Both parties will undertake agreed quality assurance checks to ensure the accuracy of the data provided and the calculation of the targeted at risk grant

41. The Data Quality Assurance processes are set out in Schedule 2.

Method and Frequency of Information Exchange

42. The information exchange will occur in July on an annual basis.

43. A test run using provisional data may be supplied prior to July each year as part of the TARG planning process.

44. The information will be supplied by way of a secure online transfer (SFTP).

45. Where a secure online transfer process is not available, the Parties agree to supply the information by way of a secure Iron Key.

46. The information exchange will be carried out in accordance with the standards set by the Guidelines for Protection of Official Information.

Security of the Information

47. Each Party will ensure its employees and contractors handling any information for the purposes of any information exchange under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to each Party.

48. The Parties will ensure that:

    48.1.   All information is protected from unauthorised access, use and disclosure

    48.2.   All information is stored on the Parties' own securely managed computer systems with password and firewall protection with access allowed only to employees doing work directly related to this Memorandum

    48.3.   All Education and MSD employees dealing with the information shared under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum

    48.4.   Where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

    48.5.   The Parties agree that information shared under this Memorandum will not be shared with any third parties.

Breaches of Security or Confidentiality

49. The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information shared under this Memorandum.

50. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information shared under this Memorandum.

51. If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.

52. Where an investigation is commenced under this clause, the other Party will be providing the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.

53. If there has been a security breach, either Party may suspend the exchange of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

Destruction and Retention of Information

54. Subject to the provisions of the Public Records Act 2005, and the Privacy Act 1993, the Parties will ensure that the information shared under this Memorandum is securely deleted as soon as it is no longer required.

55. MSD may keep an administrative record that information has been passed to Education.

56. From Education's perspective, the information received from MSD will be retained in relevant funding systems for seven years from the date of funding in keeping with the Ministry's National Office Disposal Authority (DA399), clause 17.3.1 "Resourcing calculations and notices". All other copies of information from MSD will be destroyed as soon as it is no longer administratively required.

Dispute Resolution

57. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the relevant Primary Contacts will work together to identify the reasons for the dispute and what can be done to remedy the dispute.

58. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Manager, who will be asked to make judgements necessary to resolve the issue. If resolution is still not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.

59. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

Third Party Contracting

60. The Parties agree that there will be no third party contracting associated with this Memorandum.

External Communications

61. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act) and any other applicable legislation.

62. People affected by this Memorandum can make a complaint to MSD, Education, or the Privacy Commissioner if they have concerns about how it is administered. Both Parties to this Memorandum will give reasonable assistance to the Privacy Commissioner or an individual who wishes to make a complaint about an interference with privacy arising from this Memorandum to help them determine against whom the complaint should be made and to support the investigation of the complaint.

63. In the event that either Party receives a complaint or request under the Privacy Act or Official Information Act in relation to information shared, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.

64. In the event that either Party receives a request from the media in relation to this Memorandum or any information shared, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

Relationship Management and Oversight

65. To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager.
66. The Relationship Manager will have oversight of the operation of this Memorandum, and be the first point of contact for each Party with regards to the operation of this Memorandum.
67. Each Party will nominate a Technical Contact who will be the first point of contact for any technical issues associated with the sharing of information under this Memorandum.
68. Schedule 1 records the Relationship Managers and Technical contacts for each Party.

Schedule 1 – Relationship Managers and Technical Contacts

Ministry of Education
Relationship Manager
Alice Qiao
Manager
Data Team, Data Information Stewardship
04 463-1577
Alice.qiao@education.govt.nz

Technical Contacts
Suzanne Holyoak
Senior Data Quality Analyst
Data Team, Data Information Stewardship
04 463-8395
Suzanne.holyoak@education.govt.nz

Ministry of Social Development
Relationship Manager
Karen Board
Team Manager Data Management & Information Delivery
04-916-3451
Karen.Board004@msd.govt.nz

Technical Contacts
Eddie Van Bart
Senior Data Engineer
04-910-9839
Eddie.VanBart002@msd.govt.nz

Schedule 2 – Quality Assurance Processes

Ministry of Education

This process is to be completed by Education for each TARG year. Any regular additional data checks need to be included in the checklist for use in subsequent years. Each completed annual TARG QA checklist/sign-off must be signed, scanned and saved.

Output File QA Checklist:

	Data Extract provided to MSD
Request Description	Provide MSD with full extract of individual school student data from ENROL. Check for consistency of extract compared to previous years and check data quality of extract prior to providing extract to MSD for their data matching purposes.
QA File Location	X: \SAS\EIA\Collections\S Restricted ENROL\Information Requests\TARG Funding/QA-Sign off

Compare new SAS file Extract to previous year

- Compare total student outputs to previous year and ensure any differences make sense
- Compare total years levels to previous years for sense check. Ensure the departure of year 13 students and addition of year 5 new entrants makes sense.
- Check the student leaver reasons by age and ensure they make sense
- Compare students who have changed status between enrolled, not enrolled and archived to make sure changes are correct.

Additional Comments (if required)

Output File QA Sign-off:

I have undertaken all QA steps listed above plus any additional checks I felt necessary. I am satisfied that the correct process steps have been followed, and to the best of my knowledge the output file was free from error and fit for purpose.	Name of Output File QA Analyst: Signed:

TARG Funding File QA Checklist:

All Schools are in the file:

- Compare the list of schools and total number of students at each school in the school roll return database with final output from TARG file
- Update EDUMIS query updating list of all schools to compare with schools listed in the TARG file.

- Confirm any currently closed schools in the TARG file didn't have any currently enrolled students

Check types of student records
- Check a random sample of students with student type "Y" in the TARG file and match against ENROL to confirm correct code.
- Check a random sample of students with student type "N" in the TARG file and match against ENROL to confirm correct code.
- Check a random sample of students with student type "A" in the TARG file and match against ENROL to confirm correct code.

Check Archived and Deceased students
- Check a random sample of students who are listed as "Archived" in the TARG file and match against ENROL to confirm correct classification.
- Check a random sample of student who are listed as "Deceased" in the TARG file and match against ENROL to confirm correct classification.

Check the number of students match
- Spot check a sample of full school student list from roll return database vs the same schools full student list in the TARG file to confirm all students match or any differences can be explained
- Spot check some schools that show a slight student number difference and confirm these differences can be explained. If there are more students in the roll return database extract for a school check as normally due to student moving schools and student will show under the new school in the TARG file. If less students for a school in the roll return database normally due to new enrolments picked up in enrol and the TARG file.
- Complete a full student check of TPU schools checking the student numbers and names match with the TARG file.
- Check any differences in home schooling (#498) is under 1%.

Alias Names
- Spot check some alias names against names in ENROL to confirm they look correct.

File to MSD
- Confirmation that final TARG file provided to MSD successfully via SFTP

Additional Comments (if required)

TARG File QA Sign-off:

I have undertaken all QA steps listed above plus any additional checks I felt necessary. I am satisfied that the correct process steps have been followed, and to the best of my knowledge the output file was free from error and fit for purpose.	Name of Output File QA Analyst: James Marriott and Sireesha Bogireddy Signed:

Ministry of Social Development QA Process

- Check for any changes to the program since last year
- Check that any new requirements have been met
- Check that any existing requirements have not been broken
- Check for any hard-coded values (dates, etc) in the program
- Check all the peripheral programs (import, export, etc)
- Check the SAS log for anything unusual, as well as number of rows in and out.
- Check that the numbers make sense (match %, input, output)
- Analyse output by region, schools etc to see if there are any discrepancies.