



Memorandum of Understanding

Online classroom driver training

This Memorandum of Understanding (MOU) is made and entered into by and between the Minnesota Department of Public Safety, acting through its Driver and Vehicle Services division (hereinafter "DVS"), and _____, a DVS licensed or approved driver education program (hereinafter "school"). DVS and the abovementioned school may be referred to jointly as "parties."

1. Purpose

The purpose of this MOU is to establish the terms and conditions under which the school may be approved to provide online driver education as an alternative to in-person or teleconferenced driver education for Minnesota driver education students (hereinafter "student(s)") and to ensure that the online driver education meets all DVS requirements in Minnesota Statutes, chapters 169, 169A and 171 as well as Minnesota rules, chapter 7411. The school is statutorily required to demonstrate to DVS that the school's online driver education meets and/or includes, in addition to all requirements applicable to driver education, the elements described in Minnesota Statutes, section 171.396. DVS is responsible for the approval of all driver education schools and programs under Minnesota Statutes, section 171.33.

2. Online classroom driver education program overview

An online classroom driver education program enables the school to provide driver education to eligible students enrolled with the school in an asynchronous, online learning environment, without a Minnesota licensed or certified driver education instructor (hereinafter "Instructor") immediately present at the time of the instruction. The online classroom driver education program must be conducted through a website or other online program created and maintained by the school and/or a partnered affiliate, contractor, or vendor to allow students to receive driver education from a location remote or not onsite of the school.

Eligible students for online instruction include any individuals 14 years or older who wish to receive driver education for their own purposes, or by students who are required by the Minnesota Department of Public Safety Driver and Vehicle Services (DVS) division to receive driver education. Students who successfully complete online driver education must receive a letter of completion from the school to demonstrate completion of the classroom instruction portion of the driver education program.

3. Term and termination

3.1. Term

This MOU shall begin on the date the last signature is obtained and shall be renewed annually with the application for renewal of license or certificate.

3.2. Termination

Either party may terminate this MOU at any time, with or without cause, upon thirty (30) calendar days written or email notice to the other party or pursuant to noncompliance with this MOU.

In addition, to the extent that the administration of the school or any part thereof, is reliant on the availability of legislative appropriations at the federal, state, or local level, either party may terminate this MOU, in whole or in part, in the event of non-appropriation of funds, irrespective of the source,

for the administration of the online classroom driver education program.

This MOU will automatically terminate upon the enactment of any state or federal law that makes this MOU or the online classroom driver education program unlawful. This MOU may automatically be terminated if the school's approved online classroom driver education program is inactivated for any reason other than by DVS request.

This MOU will automatically terminate upon the death, retirement or discontinuance of employment or service of the school's authorized official. The school must both notify DVS of an authorized signer change and submit a new MOU no more than seven (7) calendar days in advance of the change and no more than seven (7) calendar days after the change to avoid DVS administrative action(s).

A driver education program offering online driver education must comply with all state and federal rules, laws, and guidelines. Failure to comply with the terms of this agreement or any state and federal rules, laws and guidelines may result in the denial or withdrawal of DVS approval for any online driver education program.

Termination of this MOU by either party results in the discontinuance of the online driver education program's approval. Failure to cease the operation of the online driver education program once the online driver education program's approval has been denied and/or discontinued by DVS may result in DVS administrative actions as described for all schools in Minnesota rule, chapter 7411 and would be in violation of state or federal laws.

4. Online driver education statutory requirements

Schools may offer an online driver education only after receiving DVS approval. Online driver education must meet the statutory requirements described in Minnesota Statutes, section 171.396. Online driver education program must include and/or demonstrate to DVS:

- a) satisfaction of the requirements for classroom driver education as provided in Minnesota Statutes, section 171.0701, subd. 1, and Minnesota rules, chapter 7411;
- b) a means for the student to measure performance outcomes;
- c) the use of a pool of rotating quiz questions;
- d) incorporation of accountability features to ensure the identity of the student while engaged in online study;
- e) measurement of the amount of time that the student spends in the course;
- f) technical support that is provided to students twenty-four hours per day, seven days per week;
- g) a licensed Minnesota driver education instructor will monitor each student's progress and be available to answer questions in a timely manner, provided that the instructor is not required to monitor progress or answer questions in real time;
- h) storage of course content and student data on a secure server that is protected against data breaches and is regularly backed up;
- i) incorporation of preventative measures in place to protect against the access of private information;
- j) the ability to update course content uniformly throughout the state; and
- k) online interactive supplemental parental curriculum consistent with Minnesota Statutes, section 171.0701, subd. 1a that will be offered to primary driving supervisors in conjunction with a student's enrollment in the online driver education program.

5. DVS licensed or approved driver education programs

Schools seeking DVS approval to offer online classroom driver education agree to:

- a) Demonstrate that their online driver education program meets the statutory requirements described above and in Minnesota Statutes, section 171.396, through a DVS approved process.
- b) Update their website, online programs, and all curriculums in accordance with any law, rule or DVS policy change.
- c) Be currently licensed or approved in good standing with DVS for driver education.
- d) Meet and demonstrate compliance with the DVS minimum requirements for data security as described in section 7, at the request of DVS.
- e) Submit, cooperate with, and participate in all DVS security surveys and/or audits to ensure the school and online classroom driver education program are compliant with state and federal laws, rules, and DVS policies.
- f) Require all partnered affiliates, contractors, and vendors (if any) submit, cooperate with, and participate in all DVS security surveys and/or audits as requested by DVS to ensure the online classroom driver education program is compliant with state and federal laws, rules, this MOU, and DVS policies.
- g) In the event of non-compliance, make necessary changes in a timely manner.
- h) Provide for the security, integrity, conduct, maintenance, and legitimacy of the online driver education program.
- i) Provide for any language translations that may be necessary or requested by DVS for program review and/or auditing.
- j) Provide DVS with usernames and passwords when requested by DVS, as well as the necessary access to conduct auditing of the online driver education program to the satisfaction of DVS.
- k) Acknowledge, by way of completing this MOU, that the school is subject to immediate withdrawal and/or denial of DVS approval to offer online classroom driver education upon the failure of any DVS conducted security audit and/or a failure to participate in a DVS conducted security audit prior to offering instruction to any student, at the time of renewal or as requested by DVS.
- l) Ensure that only a valid and currently DVS licensed or approved driver education instructor will be utilized for the purposes of complying with Minnesota Statutes, section 171.396 (a)(6), which is also described in this MOU in section 4(g).
- m) Maintain record of the online program's compliance with Minnesota Statutes, section 171.396 for five years, in addition to but separate from the records required of in-person and/or teleconferenced classroom driver education programs.
- n) Demonstrate evidence of compliance with Minnesota Statutes, section 171.396 (a)(6) when requested by DVS.
- o) Only present and deliver online driver education that is approved by DVS to students enrolled in a program for class D motor vehicle operation.
- p) No school may consider any classroom instruction completed by a student with another school when determining if the student has satisfied the classroom instruction portion of driver education through their program.
- q) Not combine online driver education with teleconference or in-person instruction to satisfy the classroom requirement of driver education.
- r) Notwithstanding item q), a student may receive a combination of online, teleconference, and in-person classroom driver's education instruction if the requirements of Minnesota Statutes, chapter 171.397 are met and accurate records are maintained.
- s) Not engage in fraudulent activity or the misuse of data as determined by DVS.

- t) Assume responsibility to ensure that no partnered affiliate, contractor, vendor or instructor engages in fraudulent activity, or the misuse of data as determined by DVS.
- u) Notify DVS via email within one (1) business day upon discovery of any data breaches, breaches of security, suspected fraudulent or otherwise illegal activity, as well any relevant information about the affected parties or investigation.
- v) Fully cooperate with DVS in the event of any breach of law or security involving personal information and including breach by any third party. Schools must agree to fully cooperate with DVS to investigate the security issue(s) and take all corrective action(s) required by DVS.
- w) Notify DVS within one (1) business day if the online classroom driver education program is inactivated for any reason other than DVS request.
- x) Provide any information requested by DVS in the interest of security and/or the compliance of rule and law in a timely manner.
- y) Provide a Tennessean Notice to students and parents explaining the purpose(s) for collecting any private data or images as well as how that private data will be used and who will have access to the data and the implications of providing or not providing the private data.

6. Minnesota Department of Public Safety Driver and Vehicle Services division

DVS specifically agrees to:

- a) Create and maintain consistent policies and practices for the approval, recordkeeping, and auditing of all online classroom driver education programs.
- b) Be available as a resource for information and questions from the schools.
- c) Maintain the privacy of school and student private information collected and requested through the approval, recordkeeping, and auditing processes except as required by law and DVS policy.
- d) Provide an explanation if any changes are requested by DVS upon the conclusion of an audit of the school's online classroom education program.
- e) Allow the school a reasonable amount of time, as determined by DVS, to make any requested changes before requesting that the online classroom education program be suspended or cease operation or before DVS takes administrative action.
- f) Impose no requirement on the online driver education programs that are not equally applicable to in-person classroom driver education programs except as required to ensure school compliance with applicable rules and law.
- g) Maintain a list of currently approved online classroom driver education programs on the official DVS website.

7. DVS minimum requirements for data security attestation

The purpose of this section is to provide the school with the minimum-security requirements for the approval of an online classroom driver education program and a means for the school to demonstrate compliance with the technical statutory requirements under Minnesota Statutes, section 171.396 and listed in section 4 of this MOU. Upon completion of this MOU, the school will demonstrate these minimum-security requirements by submitting documentation of the following with the application for online classroom driver training program approval:

- a) **Transmission of data over the web must be transmitted using strong security protocols, such as Transport Layer Security (TLS 1.2 recommended).**
- b) **Data stored on disks or backup media is encrypted at rest.**

- c) **Data centers and cloud services cannot be based outside of the United States.**
- d) **Logging is enabled on the application and server, which should include:**
 - All log-in attempts (successful and unsuccessful).
 - All logout attempts.
 - All password changes.
 - All actions taken by accounts with administrative privileges.
 - Access to all log data.
 - Initializing, stopping, or pausing of the logs.
 - Setting/modifying logs and logging behavior.
 - System and application alerts and error messages.
 - Changes to database or application records.
- e) **Logs must be secured by:**
 - Limiting access to those with a job-related need.
 - Protecting log files from unauthorized modification or deletion.
 - Requiring log configuration changes to be tracked.
 - Only allowing defined personnel or roles to set or change which events are to be logged by specific systems.
- f) **System/application is using up-to-date and fully supported technologies such as hardware, operating systems, networking protocols, databases, and developmental languages.**
- g) **Regularly install latest (*i.e.*, monthly) patches to address system/application vulnerabilities on servers and/or workstations.**
- h) **Anti-virus software is installed and running on all workstations and servers supporting the system/application.**
- i) **Firewall rules are configured to least privileges and are in place to restrict access to the system/application.**
- j) **Student-level information, system-level information and security-related information is backed up on regular basis and maintained for five (5) years.**
- k) **Follow Identity and Management best practices:**
 - Unique ID
 - Refrain from using any personal identifier, such as social security number; and
 - No shared or group accounts.
 - Password
 - Must be cryptographically protected during transmission and storage.
 - Length must be at least eight (8) characters for regular user accounts.
 - User accounts must contain three (3) of the four (4) types of character types.
 - Privileged/service/application accounts must contain four (4) of the four (4) types of character types:
 - Lower case letters.
 - Upper case letters.
 - Numbers.
 - Special characters.
 - Password must be masked when being entered.
 - Account lockout enabled after no more than five (5) consecutive invalid logon attempts by that user during a 120-minute period.
 - If locked, the account must remain locked for at least 30 minutes or until unlocked by an administrator.
 - Inactivity timeout after 15 minutes. Must require user to re-authenticate to reactivate the session.
 - Password must be different from at least the previous 24 passwords/phrases used by the account.
 - Passwords must be changed at least every 60 days for privileged accounts, every 90 days for user accounts, and every 180 days for device/service/application accounts.

8. Authorized representatives

The DVS authorized representative is the individual listed below or their successor in office:

Name: Carrie Buchholz
Title: Deputy Director
Address: Driver and Vehicle Services
445 Minnesota Street, Suite 195
St. Paul, MN 55101-5195

The school's authorized representative is the individual listed below:

Name: _____
Address: _____

Telephone: _____
Email address: _____

The parties may change their authorized representatives at any time by providing the other party written/email notice of such change within seven (7) business days of such change.

9. Notices

Any notice given pursuant to this MOU shall be in writing or email to the appropriate authorized representative identified in section 8. Mailed notices must be sent registered or certified mail or via overnight express service.

10. Assignment, amendments, waiver, and MOU scope

10.1 Assignment. Neither DVS nor the school may assign or transfer any rights or obligations under this MOU.

10.2 Amendments. Any amendment to this MOU must be in writing and will not be effective until it has been executed and approved by all authorized signatories or their successors.

10.3 Waiver. If DVS fails to enforce any provision of this MOU, that failure does not waive the provision or its right to enforce it.

10.4 MOU scope. This MOU contains all negotiations and agreements between DVS and the School. No other understanding regarding this MOU, whether written or oral, may be used to bind either party.

11. Right to audit

In addition, DVS reserves the right to audit the school and online classroom education program to confirm compliance with this MOU, and any applicable federal or state law or DVS policies. Audits may be conducted remotely or on site. In consideration of safety and visitation rules, DVS and the school will coordinate to establish guidelines for random audits to be conducted at to protect the integrity of the training process.

The online classroom education program must verify compliance with applicable federal or state law or DVS policy. A record of this verification must be maintained for at least five (5) years from the date of the audit completion and must be presented to DVS upon request.

Inspection of records: The school's place of business shall be available within a reasonable time for an electronic and/or manual audit of records upon request from DVS or its representative. The school understands that failure to respond to an audit report request with findings may result in suspension or cancellation of the online classroom education program approval and may result in

administrative action.

12. Government data practices

Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. section 2721, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DVS or the school under this MOU. The civil remedies of Minnesota Statutes, sections 13.08 and 13.09 and the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. sections 2721-2725, apply to the dissemination of the data referred to in this clause by either DVS or the administrator.

If the schools receive a request to release data referred to in this clause, the school must immediately notify DVS. DVS will give the school instructions concerning the release of the data to the requesting party before the data is released.

13. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this MOU. Venue for all legal proceedings out of this MOU, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Limitations on use

DVS and the school agree to use any motor vehicle record information obtained under this MOU subject to and in accordance with the limitations of all applicable state and federal laws, including the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. sections 2721-25. DVS and the school further agree that any personal information used in connection with this MOU will not be published, redisclosed, or used to contact individuals, in accordance with 18 U.S.C. section 2721(b)(5).

15. Protection of data

DVS and the school agree to employ all security measures reasonably necessary to protect any data and/or information that the school, instructors and/or employees come to possess as a result of this MOU from illegal or unauthorized access or redisclosure. The school and its instructors and/or employees agree not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this MOU.

16. Severability

Each provision of this MOU shall be interpreted in a way that is valid under applicable Minnesota law. If any provision is held invalid, the remainder of the MOU shall remain in full effect.

**Minnesota Department of Public Safety
Driver and Vehicle Services (DVS) division**

The school's authorized representative:

Print name: _____ Print name: _____

Signature: _____ Signature: _____

Title: _____ Date: _____ Title: _____ Date: _____