

**DATA SHARING AGREEMENT BETWEEN [REDACTED] SCHOOL DISTRICT, REGION ONE
EDUCATION SERVICE CENTER, AND RIO GRANDE VALLEY INSTITUTIONS OF HIGHER EDUCATION
REGARDING MATHEMATICS AND ENGLISH LANGUAGE ARTS COLLEGE PREP COURSES**

This Data Sharing Agreement is entered into by [REDACTED] School District, Region One Education Service Center (ESC), and the University of Texas Rio Grande Valley, South Texas College, Texas State Technical College, and Texas Southmost College (herein jointly referred to as Rio Grande Valley Institutions of Higher Education [RGV IHEs]).

PREAMBLE

The State of Texas via Texas Education Code § 28.014 mandates that every School District partner with at least one institution of higher education (IHE) to locally develop HB5 College Prep Courses for Mathematics and English Language Arts. In response to this mandate School Districts in the Rio Grande Valley partnered with the RGV IHEs to support and facilitate the creation of a single Math College Prep Course (Texas PIEMS CP111200) and a single English Language Arts College Prep Course (Texas PIEMS CP110100) to be implemented throughout the Rio Grande Valley’s School Districts. The Rio Grande Valley IHEs agree to accept successful completion of these courses (defined as a grade of 70 or higher in the course and a 70 or higher on the final assessment) as evidence of college readiness for up to twenty-four (24) months after high school graduation pursuant Texas Administrative Code §4.54 (10).

The goal of the data sharing agreement is to facilitate the exchange of data (final course grade and final assessment grade) between [REDACTED] School District and the RGV IHEs with whom the School District has entered into a Memo of Understanding regarding the Texas House Bill 5 College Prep Mathematics and English Language Arts Courses. This agreement addresses the security, integrity, and confidentiality of shared data in accordance with the Family Educational Rights and Privacy Act (FERPA).

THEREFORE, the parties agree to the following terms.

- 1. Data Sharing
 - 1.1. Description and Use of Data

In performance of their responsibilities in connection with the HB5 College Prep Courses the parties anticipate compiling, recording, and sharing data regarding student performance on the final assessment(s) and overall course grade(s). All data, regardless of media, shared by the parties shall be used solely and exclusively for fulfillment of objectives defined for the HB5 College Prep Courses as outlined in the Memo of Understanding between participating School Districts and partner IHEs. Data supplied by [REDACTED] School District to RGV IHEs via Region One ESC, or otherwise, shall remain the exclusive property of the School District and shall not be shared with any other entity without the express written consent of the School District. Data may not be shared, sold or used, for any purposes not directly related to the HB5 College Prep Courses without the written permission of the School District.

- 1.2. Data Security

All staff from the participating entities authorized to handle sensitive data shall be identified in writing. Only the employees designated as authorized to engage in handling, transmitting,

and/or processing data compiled by or on behalf of, or provided by, [REDACTED] School District. Further, as a condition to receiving such authorization, each identified employee shall read and execute an acknowledgement of having reviewed and understood the scope and importance of this agreement to comply therewith.

1.3. Data Destruction/Deletion

Any data received pursuant to this agreement shall be destroyed after twenty-four (24) months following the student's high school graduation. This is in consideration of Texas Administrative Code § 28.014 which exempts students from providing additional demonstration of college readiness for a period of twenty-four (24) months from the date of high school graduation with respect to the content area of the course(s) he/she successfully completed.

In the event of termination of this agreement, Region One and the RGV IHEs shall destroy, securely wipe or delete any temporary files associated with the data shared or compiled in the course of this initiative. Region One designates [REDACTED] as authorized representatives responsible for data destruction and deletion; the RGV IHEs' designate [REDACTED] as authorized representatives responsible for data destruction and deletion. This designation may be changed over time.

1.4 Prohibition on Mobile Devices and Removable Media

Employees from the parties entering this agreement involved in handling, transmitting, and/or processing of data are prohibited from the transfer or storage of unencrypted data on mobile devices (such as personal digital assistants (PDAs), smart phones, tablets, notebooks, etc.) or removable storage media for any reason.

1.5 Notification of Security Breaches

All parties agree that in the event of any breach or compromise of the security, confidentiality or integrity of shared data in which personal information of a student, prospective student, alumnus, or other college-affiliated person or entity was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, all other parties will be notified within twenty-four (24) hours via.

1.6 Data Elements

The Family Educational Rights and Privacy Act (FERPA) allows schools to disclose records, without consent, to school officials with legitimate educational interests. [REDACTED] School District designates Region One Education Service Center and the RGV IHEs as school officials having legitimate educational interests. As such, data shared with these parties shall be limited to the data elements specifically defined and authorized by the School District. The data elements which will be shared as a result of this agreement are for the purposes of IHEs determining if students participating in the Math and English Language Arts College Prep Courses have successfully completed these courses and have therefore earned college

readiness. The information which will be shared by the [REDACTED] School District includes the following data elements:

- Student First Name, Middle Initial, and Last Name
- Date of Birth
- Texas Student Data System Unique ID
- School District
- High School Campus
- PEIMs Code Corresponding to the Course(s) in which the Student Participated
- Final Course Grade(s)
- Final Assessment Grade(s)
- Course Completion Date
- Student Graduation Date

1.7 Authorized Representatives

The participating parties designate the individuals below as authorized representatives for the entities entering into this agreement. These individuals serve as the custodians of student records, FERPA officials, and as designees of data exchange.

[REDACTED] School District

Primary Designee: NAME, TITLE

Secondary Designee: NAME, TITLE

Region One Education Service Center

Primary Designee: NAME, TITLE

Secondary Designee: NAME, TITLE

The University of Texas Rio Grande Valley

Primary Designee: NAME, TITLE

Secondary Designee: NAME, TITLE

South Texas College

Primary Designee: NAME, TITLE

Secondary Designee: NAME, TITLE

Texas State Technical College

Primary Designee: NAME, TITLE

Secondary Designee: NAME, TITLE

Texas Southmost College

Primary Designee: NAME, TITLE

Secondary Designee: NAME, TITLE

2. Access Restriction

2.1. The information available by the [REDACTED] School District to designated staff at Region One ESC and the RGV IHEs shall be restricted to only the data deemed reasonably necessary to fulfill the objectives of this initiative. All parties agree to notify each other of changes in the employment status of any designed staff in order to have partnering entities restrict future access to individuals no longer employed at partner agencies.

Each year the [REDACTED] School District, Region One ESC, and the RGV IHEs will generate a document detailing the name of each of their designees with access to data and will confirm and update any changes in the data access based upon employment status and/or changes in employment function so that the appropriate changes are made in a timely manner.

3. Confidentiality

The School District, Region One ESC, and the RGV IHEs will maintain the confidentiality of any and all student data exchanged as part of this agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this or any subsequent agreement intended to supersede this agreement. All designated staff at [REDACTED] School District, Region One ESC and at the RGV IHEs involved in the handling, transmittal, and/or processing of data provided under this agreement will be required to execute a data privacy agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

4. Security Safeguards

If data provided by the [REDACTED] School District under the terms of this agreement is processed, stored, or transmitted on Region One and/or RGV IHE's information resources, the following shall apply:

The Region One and RGV IHEs shall employ industry best practices, both technically and procedurally, to protect School District data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this agreement, Region One and the RGV IHEs shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all student records provided by the School District are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the agreement.
- b. Procedures and systems that shall require the use of secured passwords to access information resources used to process, store, or transmit data provided under this agreement.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the information resources used to securely process, store, or transmit data provided under this agreement.

- d. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- e. The procedures and systems developed and implemented to process, store, or transmit data provided under this agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) and Texas law relating to the privacy rights of students, such as but not limited to, the Public Information Act insofar as such laws are applicable to the parties to this agreement.

5. Criminal Background Checks

All designated staff at the District in the handling, transmittal, and/or processing of data provided by College under this agreement with access to sensitive information must have been subjected to a bone fide criminal background check and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by College.

6. Indemnification

To the extent permitted by Texas law, the parties agree to indemnify, and hold each other, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

7. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

8. Execution

Each of the persons signing this agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

9. Assignment

None of the signatories to this agreement may assign their rights, duties, or obligations under this agreement either in whole or in part, without the prior written consent of the other signatories to this agreement.

10. Severability

If any provision of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement such provision shall be fully severable. This agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this agreement.

11. Waiver

Waiver by any signatory to this agreement of any breach of any provision of this agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this agreement shall not operate as a waiver of such right. All rights and remedies provided for in this agreement are cumulative.

12. Modification and Amendments

This agreement may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this agreement. Such amendment or modification shall require a written document executed by all parties to the agreement. The educational institutions further agree to amend this agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this agreement. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this agreement, the authorized representatives of the signatories to this agreement shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Term of this agreement

This agreement shall be in effect for the period commencing May 2016 until August 2017. Any participant(s) listed as a party to this agreement may terminate its participation by delivering written notice of its intent to terminate said participation to the authorized officer of the other participant.

By the signatures of their duly authorized representative below, [redacted] School District, Region One Education Service Center, and RGV IHEs, intending to be legally bound, agree to all of the provisions of this agreement.

[redacted] School District

Signed: _____ Date: _____

Dr. [redacted], Superintendent

Region One Education Service Center

Signed: _____ Date: _____

Dr. Cornelio Gonzalez, Executive Director

The University of Texas Rio Grande Valley

Signed: _____ Date: _____

Dr. Guy Bailey, President

South Texas College

Signed: _____ Date: _____

Dr. Shirley A. Reed, President

Texas State Technical College

Signed: _____ Date: _____

Dr. Stella Garcia, Provost

Texas Southmost College

Signed: _____ Date: _____

Dr. Lily Tercero, President