This annual agreement ("Agreement") regarding data sharing for research studies is entered into by and between the Independent School District ("District") and the Commit! Partnership ("Commit!"), collectively, the “Parties.”

PURPOSES

- Establish a working relationship between the District and Commit!;
- Identify research studies that Commit! will perform for and on behalf of the District to improve instruction;
- Authorize the use of specified student information to Commit! for use in research studies; and
- Protect against unauthorized access to and disclosure of personally identifiable student information.

AGREEMENT

1. PROJECT AUTHORIZATIONS

1.1 The Parties shall enter into a separate agreement, called a Project Authorization, for each research study conducted by Commit! using data provided by the District that includes personally identifiable student information.

1.2 The terms and conditions contained in each Project Authorization shall be incorporated into this Agreement and become binding on the Parties.

2. STUDENT INFORMATION

2.1 Student Information—Commit! will only access and utilize District student information as detailed in Project Authorizations. Data will be accessed using District assigned student identification numbers. All Cradle to Career Partnership Projects as well as other District initiated data research projects will be approved by the District Superintendent or designee through a Project Authorization. All data fields and files to be
accessed, including but not limited to Personally Identifiable Information, will be delineated in each Project Authorization.

2.2 Personally Identifiable Information. As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec 1232g, and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.

2.3 Commit! understands that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Commit! shall not re-disclose PII in any way that causes a breach in confidentiality.

3. RESEARCH STUDIES TO IMPROVE INSTRUCTION

3.1 Commit! will perform research for and on behalf of the District in conjunction with Commit!’s Dallas County Cradle to Career Partnership effort.

3.2 Subject to sections 5.5 and 5.6 hereof, Commit! will provide its District research analysis to, and only to, the District so that it can assess how it may better serve its students through improved instruction and other educational strategies.

3.3 The research analysis Commit! will provide to the District will primarily focus on relative campus progress, relative district progress, county progress, and initiative progress related to student educational outcomes. Commit! will use District data to understand educational trends across not only the District, but the County as a whole. Commit! will provide that analysis to the District to inform instruction strategies for improving educational outcomes in the District. Commit! will use county-wide, aggregated data for policy initiatives focused on supporting the efforts of schools and advocating for best practices to support effective instructional practices. Commit! will also provide analyses that are useful to the District in informing education policies and practices, such as comparative analysis of the District with the county-wide aggregate. Subject to Section 5.6, Commit! will NOT share, present, or publish District-specific data and results with any entity except the District.

3.4 Commit! shall be solely responsible for obtaining any necessary review and approval by an institutional review board for research studies involving human subjects.

4. DATA SHARING

4.1 To assess progress in the District, the District will share specified raw data files and fields with Commit!, some of which will contain PII. The particular data files and fields to be shared will be specified on a Project basis as outlined in each Project Authorization and will depend upon the nature of the questions to be addressed by Commit!.

4.2 Each Project Authorization shall identify all Commit! officers and employees who will have access to Personally Identifiable Information during the research project described in the Project Authorization, and shall specifically identify the Commit! officer or employee whom Commit! has designated to be the custodian of the PII obtained from the District for the project. The custodian and other Commit! personnel who have access to PII shall understand the confidential nature of PII; understand the legal obligations regarding PII under FERPA, Texas law, this Agreement, and the Project Authorization; have received training from Commit! regarding those obligations; and comply with the aforementioned obligations.
4.3 Only Commit! officers and employees with a legitimate interest in PII, as demonstrated by the parameters of the Project Authorization, shall view the PII related to a research project.

4.4 Execution of the Project Authorization by the District’s Superintendent or designee and Commit! (email acceptable) will be the only acceptable authorization for the release of PII to Commit!. Contained within the Project Authorization will be: the project title, the purpose and scope of the project, the duration of the project, each data field to be accessed and the time period of the data to be accessed (School Years).

4.5 Project Authorizations are only valid if this Annual Agreement is signed and on file at Commit!.

5. DATA SECURITY AND PROTECTION OF PRIVACY

To effect the transfer of data and information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, Commit! agrees to the following in compliance with FERPA in general and 34 C.F.R. 99.31 (a) (6) specifically:

5.1 Commit! will comply with provisions of FERPA and Texas law as they apply to PII. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under federal or state law or regulation.

5.2 Method of transfer. No personally identifiable data will be collected or stored by Commit! nor will these data be accepted by Commit! through email from the District. Commit! will not transfer any Personally Identifiable Data through email. All District data reports that contain Personally Identifiable Information will be conveyed to Commit! via secure FTP site or by physical media (hard drive, USB drive, CD, DVD). All files will be password protected.

5.3 Commit! will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified in the Project Authorization. Non-Personally Identifiable Information will be used by Commit! for purposes defined in the Project Authorization and may also be used by Commit!, in aggregate form, for county-wide Cradle to Career Partnership projects.

5.4 Commit! will conduct research studies having Project Authorization in a manner that does not permit personal identification of students or parents by anyone other than representatives of Commit! with a legitimate interest in the information and the District.

5.5 Commit! will not disclose Personally Identifiable Information in any manner that could identify, directly or indirectly, any individual student or parent except as authorized by FERPA and provided for in a Project Authorization. In such cases, the Project Authorization will clearly specify the information to be disclosed, the entity receiving the information, if other than the District, and the purpose of the disclosure.

5.6 Commit! has the right to present, publish, or use the data it has gained in the course of the research for and on behalf of the District under this Agreement, but Commit! may only present, publish and use the data in an aggregated form, with no Personally Identifiable Information, with all other participating county districts and schools. Commit! may not present or publish data comparing or listing specific districts and/or school-specific information, provided that Commit! may share such data with Commit!’s Action Networks, Leadership Council, and Support Councils so long as the members of such groups have agreed to keep such information confidential. Commit! may share such information with Commit! Partners who have executed a written confidentiality agreement with Commit! agreeing not to share or disseminate such information provided by
Commit! No PII will be shared with these members except to the extent specific authorization for such PII sharing has been provided for in the Project Authorization and all state and federal laws have been complied with.

5.7 Commit! will not provide any data obtained under this Agreement to any entity or person that Commit! knows is ineligible to receive data protected by FERPA.

5.8 Commit! will destroy or return all data files and hard copy records to the District that contain Personally Identifiable Information and purge any copies of such data from its computer system:

5.8.1 Immediately upon termination of this Agreement, either by expiration or as provided herein or

5.8.2 Within 20 business days after Personally Identifiable Information is no longer needed for the purposes stated in the Project Authorization.

5.8.3 If requested, Commit! shall provide to the District an affidavit confirming the destruction and/or return of PII within 5 business days of such request.

5.9 Commit! understands that the Agreement does not convey ownership of the District’s data to Commit!.

6. TERM OF AGREEMENT

This Agreement shall commence upon the date of signature by the District’s Superintendent and the Commit! Executive Director. This Agreement will terminate on December 31, 201_. Thereafter the Agreement shall annually be reviewed and executed no later than December for the subsequent calendar year. All subsequent Agreements shall be for 12 months.

7. TERMINATION

Either Party may immediately terminate this Agreement, a Project Authorization, or both, at any time for any reason, by written notice to the other Party. Termination of the Agreement, a Project Authorization, or both shall not abrogate any remedy provided for in the Agreement.

8. PAYMENT

Commit! will not charge the District for the work being performed for and on behalf of the District as it relates to the Cradle to Career Partnership.

9. NONDISCRIMINATION

The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

10. ASSURANCES AND NOTIFICATIONS
10.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with this Agreement and all applicable current or future federal, state, and local laws, and all applicable rules and regulations.

10.2 By signing this Agreement, Commit! represents to the District that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of Commit! or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, Commit! shall immediately notify the District.

10.3 Commit! shall notify the District immediately if Commit! determines that PII has been improperly disclosed to Commit! personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source, not just the District.

10.4 Commit! shall notify the District immediately if Commit! determines, or if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that Commit! has improperly disclosed PII that Commit! obtained from the District. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

11. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

Commit! shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of Commit!, its board members, officers, employees, or agents. Commit! agrees to indemnify the District and hold the District harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of Commit!, its board members, officers, employees, or agents, and to defend the District against such claims for damages. The parties agree that the terms and requirements in this Section 11 survive the expiration of the term of this Agreement.

12. RIGHT TO AUDIT

The District, through its employees or agents, shall have the right to audit Commit!’s compliance with this Agreement. The District shall give Commit! 5 business days’ notice of its intent to audit Commit!’s compliance. Commit! shall cooperate fully with such audit.

13. DISCLOSURE OF THIS AGREEMENT

The Parties understand that this Agreement, once executed, as well as all Project Authorizations, are public records. The District will disclose this Agreement and Project Authorizations when a public records request is made for such documents. The District may, even in the absence of such a request, disclose this Agreement and Project Authorizations, including, without limitation, by posting them on its website.

14. SURVIVAL

Notwithstanding anything to the contrary is this Agreement or Project Authorization, the rights and obligations contained in the following sections and subsections of this Agreement shall remain in effect after this Agreement or
Project Authorization is terminated, and after a project has been completed: Subsection 1.2, Section 2, Subsection 3.2, Subsection 4.3, Section 5, Section 8, Section 10, and Section 11.

15. ENTIRE AGREEMENT

This Agreement, along with incorporated Project Authorizations, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding among the Parties with respect to such subject matter.

16. AMENDMENT

This Agreement shall not be modified or amended except by written agreement executed by both Parties.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed the Agreement by having their representatives affix their signatures below.

DATED this __________ day of ____________________, 201[.[

INDEPENDENT SCHOOL DISTRICT    Commit! Partnership

By:_____________________________                By:_____________________________

Title:___________________________                Executive Director