

**DENTON INDEPENDENT SCHOOL DISTRICT
BIG BROTHERS BIG SISTERS
DATA SHARING AND CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is entered into on this the 13th day of June, 2017 by and between Big Brothers Big Sisters Lone Star (herein called "BBBS") and the Denton Independent School District (herein called "District" or "Denton ISD") for the period June 13, 2017 through August 31, 2020. The parties hereto agree as follows:

1. BBBS has entered into an Agreement with the District to provide the following services: to serve and support at-risk youth more effectively, to help them stay in school, to progress positively from grade level to grade level, and to graduate high school, college and career ready through the Community-Based and School-Based Mentoring programs. To complete the work required under the Agreement, BBBS will require access to District data.
2. The release of District employee information must be in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.
3. The release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).
4. FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students' education records. The term "school official" includes contractors, consultants, volunteers, or other parties to whom an educational agency or institution has outsourced institutional services or provided that the outside party--
 - (a) Performs a District service or function for which the District would otherwise use employees;
 - (b) Is under the direct control of the District with respect to the use and maintenance of education records; and
 - (c) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).
5. Student Confidentiality. The Denton ISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). BBBS and its authorized representatives may only receive student information in compliance with the requirements and exceptions outlined in FERPA. BBBS and its authorized representatives acknowledge that they must comply with said law and regulations and safeguard student information. BBBS and its authorized representatives may not re-disclose the information to a third party without prior written consent from the Denton ISD, the parent or eligible student. BBBS and its authorized representatives must destroy any student information received from the Denton Independent School District when no longer needed for the purposes listed in this Agreement. BBBS and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which BBBS protects its own confidential information.

6. Upon the parents or legal guardians of the students providing written consent for the release of student records to BBBS, Denton ISD will provide the following information to BBBS for all students served in the programs:
 - (a) Student ID to allow for unique identification/confidentiality;
 - (b) Grade level promotion (current grade level and if promoted or retained);
 - (c) Attendance and tardies (# of tardies, # of days absent);
 - (d) Disciplinary Referrals (PEIM number);
 - (e) Credit Accumulation and, as appropriate, GPA (high school only);
 - (f) Core subjects semester grades and final exam (ACP) scores (Math, English/Language Arts, Social Studies, and Science);
 - (g) STAAR/EOC Standards (met standard/advanced) and scale scores for Reading, Writing, Math, including EOC Written Composition scores;
 - (h) Demographics including: Gender, Ethnicity, Date of Birth, LEP status, Special Education status, Economically Disadvantaged, Gifted and Talented status.
 - (i) All data initially provided will be for the 2016-17 school year. Updated information for (c), (d), (e), and (f) will be provided following the end of each subsequent school year.
7. BBBS acknowledges that the personally identifiable information from education records provided by the Denton ISD may only be used to meet the purpose stated in this Agreement.
8. BBBS acknowledges that BBBS share not allow Teen Bigs, or any other individual less than eighteen (18) years of age, access to any personally identifiable information from education records provided by the Denton ISD.
9. If BBBS wants to conduct a survey of students, BBBS acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics:
 - (a) Political affiliations;
 - (b) Mental and psychological problems potentially embarrassing to the student and his/her family;
 - (c) Sexual behavior and attitudes;
 - (d) Illegal, anti-social, self-incriminating and demeaning behavior;
 - (e) Critical appraisals of other individuals with whom respondents have close family relationships;
 - (f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
 - (g) Religious practices, affiliations, or beliefs of the student or parents; or
 - (h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The protected categories may also be expanded by future amendments to the PPRA. Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.
10. BBBS must destroy all personally identifiable information from education records when the information is no longer needed for the purposes for which the study was conducted. The destruction must occur within one (1) year after the student turns 18 or graduates from High School, whichever occurs last. The Denton ISD will provide input on the specific time period for destruction based on the facts and circumstances surrounding the disclosure and study. The

destruction must be in accordance with the Denton ISD's records retention policies and procedures. The parties may agree to amend the agreement to extend the time period if needed, but the agreement must include a time limit. Any paper files will be destroyed by shredding; electronic files will be destroyed in accordance with commercially reasonable standards.

11. BBBS designates the following individual or entity as an authorized representative: Michael O'Teter, LMSW, Chief Program Officer. The authorized representative has authority to bind the entity to the requirements of this agreement. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.
12. BBBS must provide Denton ISD with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the Denton ISD) and unauthorized use, including limiting the use of personally identifiable information from education records to only authorized representatives with legitimate interests.
13. Approval to use the personally identifiable information from education records for one Agreement does not confer approval to use the data for another Agreement. The personally identifiable information from education records may only be used for the activities described in this Agreement.
14. The points of contact and data custodians (the individuals directly responsible for managing the data in question) are:

Denton ISD

James K. Wilson, III, Ed.D.
Superintendent
940-369-0002
jwilson@dentonisd.org

Big Brothers Big Sisters Lone Star

Michael O'Teter, LMSW
Chief Program Officer
325-677-7839, ext. 119 (or direct 972-573-2367)
moteter@bbbstx.org

15. The disclosure of personally identifiable information from education records to BBBS is not an assignment of ownership of the personally identifiable information or records to BBBS. The Denton ISD retains ownership of all such records. Personally identifiable information from education records may only be redisclosed with the Denton ISD's permission or in compliance with FERPA and its regulations.
16. The Denton ISD maintains the right to conduct audits or otherwise monitor BBBS receiving personally identifiable information from education records to periodically affirm that the BBBS has appropriate policies and procedures in place to protect the personally identifiable information from education records.
17. The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, BBBS must alert the District contact person upon notification of the breach as soon as practical.
18. BBBS shall defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, which arise as a result of BBBS's

failure to meet any of its obligations under this agreement, except to the extent that such claims, liabilities, damages or judgments arise as a result of the actions of the District or the failure of the District to meet any of its obligations under this agreement.

19. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Denton County, Texas.

By signing, I certify that I have read and agree with the terms of the Data Sharing Agreement and I am authorized to sign and execute on behalf of my institution.

Denton ISD

Big Brothers Big Sisters Lone Star – Denton County

Signature _____

Signature _____

Name James K. Wilson, III, Ed.D.

Name Heather Hutmacher

Title Superintendent, Denton ISD

Title Executive Director, BBBS Lone Star – Denton County

Date _____

Date _____

Big Brothers Big Sisters Lone Star

Big Brothers Big Sisters Greater Tarrant County

Signature _____

Signature _____

Name Michael O'Teter, LMSW

Name Holly Kemp

Title Chief Program Officer

Sr. Program Director, BBBS Lone Star – Greater Tarrant

Date _____

Date _____

Approved as to Form

Signature _____

Title School Attorney, Denton ISD

Date _____