

## **Data Sharing Agreement**

This Agreement is entered into effective as of the 1<sup>st</sup> day of May, 2011, by and between the **University of North Texas (UNT)**, a state institution of higher education, with business offices located at 1155 Union Circle, Denton, Texas 76203-5017 and the **Denton Independent School District (DISD)** with business offices located at 1307 North Locust, Denton, Texas 76201. UNT and DISD are hereinafter referred to collectively as the "Parties" or individually as a "Party".

### **I. GENERAL**

1. The UNT College of Education is the home of the Educational Management Research Project (EMRP) that is planning to conduct a Data Diagnostic and Planning Project (the "Project") from selected independent school districts.
2. The DISD desires to participate in EMRP's Project by, among other things, providing personally identifiable information from education records ("PII") to the research team of EMRP.
3. According to the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated thereunder (the "FERPA Regulations"), the DISD may disclose PII to organizations conducting studies on behalf of the State for authorized purposes only if the DISD enters into a written agreement with the applicable organization that complies with the requirements of the FERPA Regulations, thereby allowing the DISD to retain control over the information disclosed to the organization.
4. This Agreement is intended to be a written agreement, as required by the FERPA Regulations, that governs the DISD's disclosure of PII to EMRP for the purposes identified below and specifies the associated data use requirements and other obligations with which EMRP must comply.

### **II. PURPOSE**

1. In accordance with, and subject to the provisions of, this Agreement, DISD will provide to EMRP, for purposes of the validation of the Data Comprehensive and Analysis Tool (DCAT) model, PII consisting of Grades, PK-12 assessments, demographic and budget data and interim assessment data, as well as any other PII that may from time to time be reasonably requested by EMRP for purposes of the Project and expressly approved by the DISD, (collectively, "Disclosed PII").
2. EMRP may use the Disclosed PII only for the purposes of a study consisting of inspecting, analyzing, and preparing reports relating to:
  - a) The quality of student and teacher elements that would be part of predictive analytical techniques to understand factors contributing to student success for these programs; and

- b) Correlation to success on state tests and interim assessments.

### III. PROTECTION

#### 1. Maintenance of Information

- a) EMRP may not allow access to the Disclosed PII by anyone other than authorized representatives of EMRP.
- b) Upon the DISD's reasonable request from time to time, EMRP will provide a list of the names, titles, and roles (relating to the Disclosed PII) of its authorized representatives who then have access to the Disclosed PII. EMRP will also identify those individuals who have had access such information, but who no longer have access and will disclose the date of their removal from the right of access list.
- c) EMRP shall ensure that each of its authorized representatives who have access to the Disclosed PII are aware of the restrictions on the use and redisclosure of the Disclosed PII and have agreed to keep it confidential as required by this Agreement. If EMRP determines to destroy the information EMRP shall provide to DISD a verified statement to that effect.

#### 2. Obligation to Destroy or Return Information

- a) EMRP agrees that, within 30 days after the Disclosed PII is no longer needed by it for the purposes for which the study described in this Agreement was conducted, it will destroy or return to the DISD all Disclosed PII in its possession or control.

### IV. PROHIBITION OF REDISCLOSURE

- 1. EMRP may use the Disclosed PII only to meet the purposes of the study specified in this Agreement.
- 2. EMRP may not share with any third party, or allow any third party to have access to any Disclosed PII without the prior expressed written permission of the District.
- 3. If EMRP receives from a third party any request or demand for Disclosed PII, it shall notify the DISD of the request or demand prior to granting such third party access.

### VI. Key Personnel

- 1. UNT shall provide Dr. Lisbeth Dixon-Krauss as the UNT Project Director and DISD shall provide Jamie Wilson as the Project coordinator for DISD.

### VII. Period of Performance and Termination

- 1. The term of this Agreement is specified as one (1) year from the effective unless

terminated sooner in accordance with the terms herein.

2. Either Party may terminate this Agreement or performance of the Project at any time by giving not less than thirty (30) days advance written notice to the other Party.

VIII. Notices

1. All notices or other communications required or permitted under this Agreement given by either Party to the other shall be in writing and shall be in writing and shall be considered properly given if sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, and addressed to the following individuals:

For UNT:        Barbara Lindley  
                      Senior Contract Manager  
                      Office of Research Services  
                      1155 Union Circle 305250  
                      Denton, Texas 76203-5017  
                      Telephone: 940-565-3939  
                      Fax: Barbara.Lindley@unt.edu

For DISD:        Jamie Wilson  
                      Deputy Superintendent  
                      1307 North Locust  
                      Denton, Texas 76201

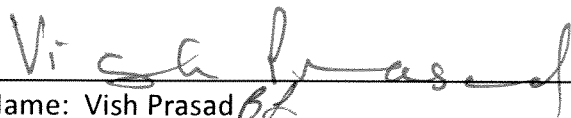
IX. APPROVAL

The undersigned authorized officials commit their respective organizations to the terms of this Agreement.

DENTON INDEPENDENT SCHOOL DISTRICT

UNIVERSITY OF NORTH TEXAS

\_\_\_\_\_  
 Name: Dr. Ray Braswell  
 Title: Superintendent, Denton Independent  
 School District  
 Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 Name: Vish Prasad  
 Title: Vice President for Research & Economic  
 Development  
 Date: 4/13/11