

Memorandum of Understanding

TCU College Advising Corps & White Settlement Independent School District

The TCU College Advising Corps (formerly referred to as Advise TX) is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group session that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers foster a college-going culture.

To achieve the goals of the program, the TCU College Advising Corps seeks to foster strong and mutually rewarding partnerships with school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership by clarifying the expectations and responsibility of the TCU College Advising Corps (“the Advising Corps”), **the White Settlement Independent School District** (“the District”), and the **following District High School** (“the School”):

Brewer High School.

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

The Advising Corps, the District, and the School agree to:

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- See the adviser as a professional, well-trained resource for students regarding college access.
- To meet with the adviser and project director before the 2025-2026 academic year to discuss the program expectations.

The Advising Corps agrees to:

- Identify, recruit, and hire a full-time adviser to serve the School for an average of 40 hours per week during the school year.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students including to ensure that the adviser complies with the FERPA provisions in this MOU.
- Provide assurance that all employees of the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
- Employ a program director who will (a) supervise the adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site liaison assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make adjustments as needed, but at least on an annual basis; (f) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule

for the adviser; (h) visit the school at least twice per academic year and (i) will remain open and available to address any issues or concerns that may arise.

- Share relevant data and research with the District and School officials.
- Manage the program's administration and pay the full salary and benefits of each adviser assigned to the District.
- Work in good faith to develop funding that will sustain the partnership between the Advising Corps and the District beyond the current term
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, including as FERPA regulations except as may be required by law or regulation or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example: ongoing training, the development of funding, or programming activities at other schools) for no more than 10 days that the School is in session during the term of service specified above.

The District and School agree to:

- Welcome the adviser, work actively to facilitate their entry into the school community by treating them as a professional member of the school and facilitate the collaboration among the Advising Corps and any other college access, admissions, or financial-aid advising already present at the School.
- Provide a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- Establish and maintain clear lines of communication with the adviser and project director in regards to staff policies, procedures, and expectations with which the adviser is expected to comply.
- Designate a school administrator/staff member to serve as the adviser's onsite liaison who will (a) serves as the adviser's primary resource and advocate within the school, facilitating the adviser's integration into the life of the school and providing appropriate advice and counsel; (b) work closely with the project director to ensure that the relationship between the adviser and the school remains strong and that the adviser is effectively serving students and advancing the three main aims of the College Advising Corps; and (c) work with the project director to establish a mutually agreeable work schedule for the adviser; (d) participate in the adviser's evaluation process; (e) meet with and engage in frequent dialogue with the Advising Corps project director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least annually; (g) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the collaboration and ensure that its goals are being met; and (h) report all issues concerning the adviser's performance to the Advising Corps project director.
- Supply access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena. All data sharing will be governed by the data sharing agreement and process, hereby attached as **Exhibit A**.
- Provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations. Adviser access to the District or School's mainframe to retrieve such information is preferred.
- Provide access to student data from the College Board's K12 Educator portal (K12 score reporting portal) to adviser, for the purpose of targeted college and career planning inclusive of PSAT/SAT scores, exam registration history, and AP potential.
- Ensure that the adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in your school's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
- Ensure that the adviser does not serve as a facilitator or proctor of TSI or college-readiness testing.
- Provide the adviser with a reasonable working/meeting space with a computer, internet access, and daily access to phone and voicemail, including access to a photocopier/scanner, printer, and fax machine.

- Allow the adviser to disseminate and collect the annual College Advising Corps student surveys (if applicable).
- Ensure that the adviser has access to and can utilize the program's web-based data collection tool, email, and a wireless internet connection on the adviser's laptop (if necessary).
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, an overview of the mission and culture of the School, and assist the adviser with obtaining a parking pass and School/District badge/identification.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with a college adviser.
- Ensure that the adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the District or School.

Local Match

- The District agrees to provide matching funds, in the amount of \$15,000, to support the costs associated with providing one (1) full-time Advising Corps college adviser at the following District High School: **Brewer High School** during the term of this agreement.
- The District agrees to submit payment in full to Texas Christian University, on behalf of the TCU College Advising Corps, by September 1, 2025.

Program Evaluation

- External funding for the TCU College Advising Corps program is provided by both the National College Advising Corps (CAC) and the Texas Higher Education Coordinating Board (THECB). As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC. The District/School is expected to provide all necessary data requested by the evaluation team and CAC. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified.
- Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.
- The Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

Duration of Agreement

- This agreement applies exclusively to the 2025-2026 academic school year and shall commence on August 1, 2025, and shall terminate on July 31, 2026 unless earlier termination or extension shall occur pursuant to any provision hereof.
- Costs associated with District/School participation in future years will be determined annually.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the Contract shall be due and payable in Tarrant County, Texas.

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Amendments

- Modifications to the MOU shall only be made by written amendment and executed by the Advising Corps and the District. Fully executed amendments will then become part of the MOU agreement.

Termination

- This MOU will automatically terminate at the end of the agreement on July 31, 2026, as noted above.
- Any party may terminate this MOU (for cause) by giving ninety days' written notice to the other party.
- The Advising Corps may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Advising Corps is unable to obtain additional funds for such purpose.

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

White Settlement Independent School District

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

Texas Christian University

Signature

Date

Dr. Floyd Wormley, Vice Chancellor for Academic Affairs & Vice Provost for Research, Texas Christian University
Print Name and Title

Signature

Date

Dr. Frank Hernandez, Dean, TCU College of Education
Print Name and Title

DISTRICT CONTACTS:

School District Central Point of Contact (Superintendent, District Administrator, or Principal)

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Additional: School District Central Point of Contact (Superintendent, District Administrator, or Principal)

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Data Contact

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

Human Resources Contact

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

TCU COLLEGE ADVISING CORPS CONTACTS:

ADDRESS : TCU College of Education
J.E. & L.E. Mabee Foundation Education Complex
Bailey Building & Palko Hall
3000 Bellaire Drive N.
Fort Worth, TX 76109

TCU Contact :

NAME : Dr. Frank Hernandez
TITLE : Dean, TCU College of Education
PHONE : (827) 257-7663
EMAIL : frank.hernandez@tcu.edu

Program Contact :

NAME : Rebeca Adorno
TITLE : Associate Director, TCU College Advising Corps
PHONE : (817) 257-1410
EMAIL : r.moreno@tcu.edu

Exhibit A

Data Sharing Agreement

This Data Sharing Agreement (the “Agreement”) is made between the White Settlement Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “WHITE SETTLEMENT ISD”) and Texas Christian University (“ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.”

1. PURPOSE

- 1.1 For ORGANIZATION to provide certain services to WHITE SETTLEMENT ISD it may become necessary for WHITE SETTLEMENT ISD to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the preceding Memorandum of Understanding.
- 1.2 The purpose of this Agreement is to outline the responsibilities and commitments of the Parties in providing the Data that is specifically outlined in **Exhibit B** of this Agreement. The specific Data sharing process will be, as outlined in **Exhibit C** of this Agreement.

2. DEFINITION, USE, AND TREATMENT OF DATA

- 2.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end-user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 2.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, 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 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested

by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.

- 2.4 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by ORGANIZATION and shall not be copied, used, or disclosed by ORGANIZATION for any purpose not related to providing services to the District. ORGANIZATION recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.
- 2.5 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. As detailed in Section 2.6, the Parties agree that ORGANIZATION is a “school official” under FERPA and has a legitimate educational interest in PII from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.
- 2.6 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 2.7 ORGANIZATION acknowledges and agrees that WHITE SETTLEMENT ISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION makes no claim of license, title, or ownership to or in Data.

3. TERM AND TERMINATION

- 3.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on July 31, 2026. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice of termination to the other Party.

4. METHOD OF DATA COLLECTION, USE, ACCESS, AND TRANSFER

- 4.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.

- 4.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, provide services, and improve its services under this Agreement.
- 4.3 The ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 4.4 ORGANIZATION must maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data. If applicable to the services provided by ORGANIZATION, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS).
- 4.5 ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that is in ORGANIZATION's possession. ORGANIZATION agrees to share its incident response plan upon request.
- 4.6 ORGANIZATION shall not use any Data to advertise or market other products or services to WHITE SETTLEMENT ISD students, their parents, or WHITE SETTLEMENT ISD employees or officials.
- 4.7 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

5. CONFIDENTIALITY

- 5.1 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 5.2 Subcontractors: ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay

all fees, wages, salaries, and other amounts due to any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PII

6.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. ORGANIZATION AGREES TO INDEMNIFY WHITE SETTLEMENT ISD AND HOLD WHITE SETTLEMENT ISD HARMLESS FOR ANY DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS, AND TO DEFEND WHITE SETTLEMENT ISD AGAINST SUCH CLAIMS FOR DAMAGES.

6.2 The Parties agree that the terms and requirements in this Section shall survive the expiration of the term of this Agreement.

7. ASSURANCES AND NOTIFICATIONS

7.1 By signing this Agreement, each Party represents to the other Party 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 the Party 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, the violating Party shall promptly notify the other Party.

7.2 ORGANIZATION shall notify WHITE SETTLEMENT ISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third-party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).

7.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify WHITE SETTLEMENT ISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from WHITE SETTLEMENT ISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to WHITE SETTLEMENT ISD PII.

8. GENERAL CONDITIONS

8.1 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:

- 8.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and inform *each other* of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv). If applicable depending on the services provided by ORGANIZATION, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 8.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall designate an official to act as temporary custodian of the PII received by WHITE SETTLEMENT ISD pursuant to this Agreement and the contact person for all matters related to this Agreement. The ORGANIZATION will promptly notify WHITE SETTLEMENT ISD in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing.
- 8.1.3 That ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use, and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to WHITE SETTLEMENT ISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 8.1.4 That PII collected and shared is confidential. ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors, and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.
- 8.1.5 Publications and reports of Data and information related to that, including preliminary project descriptions and draft reports, shall involve only De-Identified

Information and no PII that could lead to the identification of any individual student and/or person.

- 8.1.6 If applicable, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this Agreement. ORGANIZATION will destroy all PII obtained under this Agreement in accordance with Section 8.1.11.
- 8.1.7 That Parties have the right, to present, publish, or use the Data that they have gained in the course of the research under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party's partners who have executed a written confidentiality agreement with the ORGANIZATION agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 8.1.8 If applicable, ORGANIZATION agrees to provide to WHITE SETTLEMENT ISD any proposed publications or presentations, which are to make public any findings, data, or results related to WHITE SETTLEMENT ISD (collectively "Publications") for WHITE SETTLEMENT ISD's review, comment, and approval at least fourteen (14) days prior to proposed publication date. Lack of response by WHITE SETTLEMENT ISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. WHITE SETTLEMENT ISD shall confirm in writing if only changes to the layout and design of Publications are required.
- 8.1.9 That ORGANIZATION will provide WHITE SETTLEMENT ISD with one electronic and at least one paper copy of the final versions of all reports and other documents, if any, associated with this Agreement, as detailed in Section 8.1.8.
- 8.1.10 That ORGANIZATION will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement.
- 8.1.1 ORGANIZATION will destroy or return to WHITE SETTLEMENT ISD all files and hard copy records that contain WHITE SETTLEMENT ISD Data and purge any copies for such Data from its computer system:
- (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
 - (2) Within five (5) business days after Data is no longer needed for the purposes stated in this Agreement.
 - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of Data within five (5) business days of such request.

- 8.1.12 ORGANIZATION will ensure that all Data in the possession of any subcontractors or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.
- 8.2 ORGANIZATION understands that this Agreement does not convey ownership of WHITE SETTLEMENT ISD's Data to ORGANIZATION. Any and all Data shared by WHITE SETTLEMENT ISD pursuant to this Agreement is, and always will remain, the sole property of WHITE SETTLEMENT ISD. Parties agree that all rights, including all intellectual property rights, to Data, shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- 8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:
- 8.3.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.
- 8.3.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- 8.3.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of computer, remote terminal, or other means.

9. NOTIFICATION OF AMENDMENTS TO POLICIES

- 9.1 ORGANIZATION shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.
- 9.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with ORGANIZATION upon notification of the amendment to such terms without any penalty.
- 9.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms of Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

10. RIGHT TO AUDIT

The District through its employees or agents shall have the right to audit ORGANIZATION's compliance with this Agreement. The District shall give ORGANIZATION five (5) business days' written notice of its intent to audit ORGANIZATION's compliance. ORGANIZATION shall cooperate fully with such an audit.

11. MISCELLANEOUS TERMS

- 11.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 11.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- 11.3 No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 11.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties.
- 11.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 11.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 11.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 11.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 11.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 11.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 11.11 No Party shall have the right to commit the other Party to any contractual, legal, or financial liability unless said Party has received the prior agreement from the other Party in writing.
- 11.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 11.13 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.

- 11.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 11.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.
- 11.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 11.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

Exhibit B

Data Overview and Specific Data Requested

Table 1: Data Overview

Student Data

School Years of Data Requested	School Years Requested
Students Included	SD
Timeframe for Collection	Timeframe for Collection
Other	Other

Non-Student Data

Years Requested	Years Requested
Timeframe for Collection	Timeframe for Collection
Other	Other

Table 2: Data Requested

Student Data

Data Type	Data Details
Student Identifiers	<ul style="list-style-type: none">Student Identifiers
Static Student Demographics	<ul style="list-style-type: none">Demographics.
Student Academics	<ul style="list-style-type: none">Student Academics
Student Attendance and Referrals	<ul style="list-style-type: none">Student Attendance
Other	<ul style="list-style-type: none">Other

Non-Student Data

Data Type	Data Details
Data Type	<ul style="list-style-type: none">Data Detail

Exhibit C

Data Sharing Process

White Settlement Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer. The District will roster data in bulk directly from the District to mirror the District's SIS rosters. The District requires support for the following single sign-on methods at no additional charge to the District.

- Method One: OneRoster through Classlink
- Method Two: SAML or modern authentication methods
- Method Three: LTI (learning tools interoperability)

Describe Data Sharing Process