STATE OF TEXAS §

COUNTY OF TARRANT §

# INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY COLLEGE DISTRICT AND KELLER INDEPENDENT SCHOOL DISTRICT RELATING TO DATA SHARING

This Interlocal Agreement ("ILA") is made and entered into by and between Tarrant County College District, a Texas political subdivision of higher education located in Tarrant County, Texas (hereinafter referred to as "TCCD"), and the Keller Independent School District, an independent school district located in Tarrant County, Texas (hereinafter referred to as "SCHOOL DISTRICT"), and shall be effective upon execution by both parties.

#### PURPOSE

The purpose of the ILA is to outline the responsibilities and commitments of each organization in providing data about students who are concurrently or formerly enrolled in both organizations. Data about concurrently enrolled students include course enrollment patterns at SCHOOL DISTRICT and TCCD; test results, final grades, and grade point averages. Data about students formerly enrolled at SCHOOL DISTRICT and TCCD include course enrollments; degrees received; grades and grade point averages; and Texas Success Initiative Assessment (TSIA) as set forth in Appendix B. This ILA defines parameters and areas of responsibilities, and establishes a spirit of cooperation to enhance the academic success of students served by both organizations. Sharing data reinforces open scientific inquiry, encourages diversity of analysis and opinion, promotes new research, makes possible the testing of new or alternative hypotheses and methods of analysis, supports studies on data collection methods and measurement, facilitates the education of new parties, and permits the creation of new datasets when data from multiple sources are combined. Data shared between the parties to this ILA includes personally identifiable student information ("PII"). The parties agree that they will use the data shared pursuant to this ILA and in compliance with the terms and conditions of this ILA and only for such purposes as may be authorized in this ILA. Only authorized officers and employees with a legitimate interest in PII, as delineated by the parameters of this ILA shall view and have access to PII information. Another purpose of this ILA is to protect against unauthorized access to and disclosure of PII. Data on non-currently enrolled students will be used for research purposes only, as stated in Title 34 Education, Part 99 Family Educational Rights and Privacy Act (hereinafter referred to as "FERPA"), Sections 99.31 and 99.34 while safeguarding the privacy of participants, and protecting confidential and proprietary data. Per §99.34 the conditions which apply to disclosure of information to other educational agencies or institutions are as follows: (a) An educational agency or institution that discloses an education record under § 99.31(a)(2) shall: (1) Make a reasonable attempt to notify the parent or eligible student at the last known address of the parent or eligible student, unless: (i) The disclosure is initiated by the parent or eligible student; or (ii) The annual notification of the agency or institution under §99.6 includes a notice that the agency or institution forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll;

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(2) Give the parent or eligible student, upon request, a copy of the record that was disclosed; and (3) Give the parent or eligible student, upon request, an opportunity for a hearing under subpart C. (b) An educational agency or institution may disclose an education record of a student in attendance to another educational agency or institution if: (1) The student is enrolled in or receives services from the other agency or institution; and (2) The disclosure meets the requirements of subparagraph (a) of this section.

#### 2. STUDENT INFORMATION

- 2.1 Student Information The SCHOOL DISTRICT will only access and utilize TCCD student information as authorized and detailed in this ILA. Data will be accessed using TCCD assigned student identification numbers (hereafter defined by TCCD as "Colleague ID"); and
- 2.2 The SCHOOL DISTRICT understands that PII from educational records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The SCHOOL DISTRICT shall not re-disclose PII in any way that causes a breach in confidentiality. The SCHOOL DISTRICT will limit access to the PII only to persons identified in this ILA as having a legitimate interest in accessing the PII.

#### 3. TERM AND TERMINATION

- 3.1 Subject to prior termination of this ILA as provided in this paragraph 3 and in paragraph 6, this ILA will commence upon the date on which Parties have affixed their signatures, supersede any prior data sharing agreement, and will remain in effect until terminated in accordance with Paragraph 7; and
- 3.2 Subject to the terms of Paragraph 7 below, either party to this ILA may terminate this ILA upon 90-calendar-days written notice to the other party.

#### 4. GENERAL CONDITIONS

- 4.1 Nothing in the ILA provisions shall be construed to limit the other agency's jurisdiction, authority, power, privilege, and immunity pursuant to law.
- 4.2 This ILA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous ILA or understanding among the parties with respect to data sharing.
- 4.3 To effect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of PII shall always be maintained, both parties agree:
  - 4.3.1. To comply in all respects with the provisions of all applicable laws, including FERPA, as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this ILA. The parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform each other of such efforts. Nothing in this ILA shall be construed to allow parties to maintain, use, disclose, or share student record information received pursuant to this ILA in a manner prohibited by any laws or regulations. As may be applicable, the parties will also comply with the provision of the Health Insurance Portability and Accountability Act ("HIPAA").
  - 4.3.2. That for purposes of this ILA and for ensuring parties' compliance with the terms of this ILA and all applicable laws, the parties shall designate an official to act as Temporary Custodian, as set forth in Appendix A, of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other 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 the ILA, 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. Each agency or its agents may upon request review the records required to be kept by the other agency under this ILA.

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- 4.3.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws, parties shall require all employees, contractors, and agents of any kind to comply with the ILA and all applicable provisions of FERPA and other laws with respect to the data and information shared under the ILA.
- 4.3.4 That PII collected and shared is confidential. Parties will not disclose data produced under the ILA 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 the parties 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. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no PII or other information that could lead to the identification of any individual student.
- 4.3.5 Not to provide any data obtained under this ILA to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- 4.3.6 That parties have the right, to present, publish, or use the data that they have gained in the course of the research for and on behalf of either party under this ILA, but the parties may only present, publish and use the data in an aggregated form, with no PII. Parties to this ILA may share such information with the other party's partners who have executed a written confidentiality ILA with the other party agreeing not to share or disseminate such information provided by the other party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided and all state and federal laws have been complied with;
- 4.3.7 In order to protect the confidentiality of previously identified confidential information disclosed to the parties, the parties agree to provide to the designated Temporary Custodian(s) any proposed publications or presentations which are to make public any findings, data, or results for the other parties' review, comment and approval at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation.
- 4.3.8 To provide each other with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this ILA. Each party reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students. Each party agrees to keep these files for at least seven (7) years.
- 4.3.9 That they will use PII shared under this ILA for no purpose other than to meet the objectives of the research study specified under this ILA. Non-PII will only be used by the parties to this ILA for purposes defined in this ILA;
- 4.3.10 The SCHOOL DISTRICT will destroy or return all data files and hard copy records to TCCD that contain PII and purge any copies for such data from its computer system:
  - (1) Immediately upon termination of this ILA, either by expiration or as provided hereinor;
  - (2) Within five (5) business days after PII is no longer needed for the purposes stated in this ILA.
  - (3) If requested, the SCHOOL DISTRICT shall provide to the TCCD an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.
  - (4) Acceptable destruction methods for various types of media include:

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- a. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration;
- b. For paper documents containing PII requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping or incineration;
- c. If PII has been contained on optical discs (e.g., DCs, DVDs, Blu-ray), the SCHOOL DISTRICT shall either destroy by incineration the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive;
- d. If PII has been stored on magnetic tape(s), parties to this ILA shall destroy the data by degaussing, incinerating or crosscut shredding.
- e. If PII has been stored on server or workstation data hard drives or similar media, the SCHOOL DISTRICT shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying such disks(s);
- f. If PII has been stored on removable media (e.g., floppies, USB flash drives, portable hard disks, or similar disks), the SCHOOL DISTRICT shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- 4.4 The SCHOOL DISTRICT understands that this ILA does not convey ownership of TCCD's data to the SCHOOL DISTRICT. Any and all data shared by TCCD pursuant to this ILA and/or any Project Authorization is, and always will remain, the sole property of TCCD.
- 4.5 The SCHOOL DISTRICT shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the SCHOOL DISTRICT shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by TCCD pursuant to this ILA:
  - 4.5.1 The SCHOOL DISTRICT will store the information 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. Unless specifically authorized in this ILA or by written authorization of TCCD, the SCHOOL DISTRICT will not store PII on portable electronic devices or media, including by not limited to:
    - (1) Laptops;
    - (2) Handhelds / PDAs;
    - (3) Ultra-mobile PCs;
    - (4) Flash memory devices;
    - (5) Floppy discs;
    - (6) Optical discs (CDs/DVDs); and
    - (7) Portable hard disks.
- 4.6 Payment. No monies will be exchanged between the parties for the work being performed for and on behalf of the parties District as it relates to data sharing services under this ILA. A reasonable reimbursement of costs may be requested by TCCD if costs are found to exceed normal operation costs of institutional business or if the execution of the ILA becomes burdensome or requires a dedicated employee and/or additional employees requiring 50% or more of his or her working hours.

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#### 5. AUTHORIZATION AND RELATED PARTIES

Parties signatory to this ILA represent that they are authorized to bind their respective organizations to all terms of the ILA, and to bind all related or associated institutions, individuals, employees, or contractors who may have access to data received pursuant to this ILA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The term "contractors", as used in this ILA, refer to consultants or a consultant company that is contracted by the SCHOOL DISTRICT. The SCHOOL DISTRICT shall provide TCCD with written notice identifying all individuals, employees or contractors who may have access to PII and shall specifically identify the SCHOOL DISTRICT individual(s), employee whom the SCHOOL DISTRICT has designed to be the custodian of the PII obtained from the TCCD. The SCHOOL DISTRICT shall provide this notice to TCCD prior to any access that these individuals may have before having access to PII. The custodians of PII from each party and other authorized personnel who have access to PII shall understand the confidential nature of PII; understand the legal obligations regarding PII under applicable law, including FERPA and HIPAA, and this ILA; have received training from the appropriate authorities from each party regarding those obligations; and will comply with the aforementioned obligations.

#### 6. METHOD OF DATA ACCESS OR TRANSFER AND CALENDAR

As set forth in Appendix A, The SCHOOL DISTRICT will establish specific safeguards to assure the confidentiality and security of PII 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 identifiable information. A calendar for transfer of data files is in this Appendix A.

#### 7. DISPUTE RESOLUTION

Failure by either party to perform any of the responsibilities listed in this ILA, shall constitute a default of this ILA. In the event of a default, the non-defaulting party is required to give notice to the defaulting party. Failure to send notice to the defaulting party shall not be deemed a waiver of said default. The defaulting party shall have thirty (30) days upon notice to cure said default. If the defaulting party is unable to cure said default, but has demonstrated a good faith effort within the sole discretion of the non-defaulting party, the non-defaulting party will give the defaulting party an additional thirty (30) days to cure said default. Unless the parties collectively agree that the default has been cured, thereafter the non-defaulting party has the right to terminate this ILA.

#### 8. TEXAS PUBLIC INFORMATION ACT

In the event that a party to this ILA receives a request for information under the Texas Public Information Act ("TPIA") relating to information subject to this ILA, the recipient of such request shall comply with the requirements of TPIA.

#### 9. INJUNCTIVE RELIEF

The parties acknowledge and agree that any breach of Sections 3 and 7 herein would cause irreparable harm. The parties therefore shall have the right to seek injunctive relief, to the extent permitted by applicable law, in addition to all of its other rights and remedies at law or in equity, to enforce the provisions in this ILA. Such injunctive relief is for the purpose of preventing either party's disclosure of confidential information without the necessity of proving actual damages. The covenants of this ILA are independent and the existence of any claim or cause of action of one party against the other whether predicated on this ILA or otherwise, shall not constitute a defense to the enforcement of the covenant preventing disclosure of confidential information.

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#### 10. LEGAL CONSTRUCTION

If any one or more provisions contained in this ILA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this ILA shall be considered as if such invalid, illegal, or unenforceable provisions had never been contained in this ILA. In the event this ILA is inconsistent or conflicts with any other ILA between the parties, this ILA shall control.

#### 11. GOVERNING LAW AND VENUE

This ILA is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each party to this ILA:

- 11.1 Consents to the exclusive jurisdiction and venue of the federal and state courts located in Tarrant County Texas, in any action arising out of or relating to this ILA; and
- Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

#### 12. LIMITATIONS OF AUTHORITY

- 12.1 Neither party has authority for or on behalf of the other party except as provided in this ILA;
- 12.2 Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this ILA without a written amendment to this ILA executed by both parties; and
- 12.3 Neither party may assign their interest in this ILA without the prior written permission of the other party.

#### 13. NON-DISCRIMINATION

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 ILA 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. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act.

#### 14. ASSURANCES AND NOTIFICATIONS

- By signing this ILA, the SCHOOL DISTRICT represents to TCCD that if a court of law, administrative agency, hearing officer, or similar decision-maker determines that the conduct of the SCHOOL DISTRICT or its officers or employees have caused the SCHOOL DISTRICT to be in violation of the laws and regulations governing PII during the term of this ILA, the SCHOOL DISTRICT shall immediately notify TCCD; and
- 14.2 The SCHOOL DISTRICT shall notify the TCCD immediately if the SCHOOL DISTRICT determines or knows that PII has been improperly disclosed to the SCHOOL DISTRICT personnel who do not have a legitimate interest in the PII or to any third party

#### 15. RIGHT TO AUDIT

TCCD, through its employees or agents, shall have the right to audit the SCHOOL DISTRICT's compliance with this ILA. TCCD shall give the SCHOOL DISTRICT five (5) business days' notice of its intent to audit the SCHOOL DISTRICT's compliance. The SCHOOL DISTRICT shall cooperate fully with any such audit.

#### 16. SURVIVAL

Notwithstanding anything to the contrary in this ILA, the rights and obligations contained in the following sections and subsection of this ILA shall remain in effect after this ILA is terminated:

Section 2, Student Information; Subsection 4, General Conditions; Section 9 Responsibility for Improper Disclosure of Personally Identifiable Information; and Section 15, Assurance and Notifications.

#### 17. CAPTIONS

The captions to the various clauses of this ILA are for informational purposes only and shall not alter the substance of the terms and conditions of this ILA.

#### 18. COUNTERPARTS

This ILA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

#### 19. SUCCESSORS AND ASSIGNS

- 19.1 The ILA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.
- All notices, communication, and reports generated under this ILA shall be delivered to the respective parties at the addresses shown below, by certified mail, return receipt requested, with a copy sent by prepaid postage through the United States Postal Service.

#### 20. AMENDMENT

This ILA may not be amended or altered except by a written amendment signed by SCHOOL DISTRICT and TCCD.

#### 21. SIGNATORY CLAUSE

The individuals executing this ILA on behalf of TCCD and the SCHOOL DISTRICT acknowledge that they are duly authorized to execute this ILA. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this ILA. This ILA shall not become effective until executed by each party.

[Signature lines on next page]

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## TARRANT COUNTY COLLEGE DISTRICT

Title: Interim Superintendent, Keller Independent School District

	Shelley Pearson, Ed.D.	Date
Title:	Vice Chancellor and Provost, Tarrant County College District	Duc
KE	LLER INDEPENDENT SCHOOL DIS	TRICT

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## Appendix A

#### **Purpose of Research**

Objectives of research study specified under the ILA (Paragraph 4.3.11) is as follows:

The intent of the data use is for institutional study only and to enhance the academic success of students served by both organizations. The data will only be reported to chief academic administrators of both institutions and will not contribute to generalizable data. If at any point the direction of the ILA changes, the Primary Investigator (herein "PI") and/or SCHOOL DISTRICT will get in touch with TCCD's Institutional Review Board (IRB) office to make a research determination.

#### **Designation of Temporary Custodian**

Parties shall designate an official to act as temporary custodian (Paragraph 4.3.2 of the ILA), of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The designated Temporary Custodian is listed below.

#### TCCD Contact:

Title District Director of Educational Partnerships

Name Edward Hicks

Address 300 Trinity Campus Circle, Fort Worth, TX 76102

Email edward.hicks@tccd.edu

Phone 817-515-5003

#### SCHOOL DISTRICT Contact:

Title TBD
Name TBD
Address TBD
Email TBD
Phone TBD

#### **Review of Submissions for Publication**

Review of submissions of publication by SCHOOL DISTRICT prior to submission will be directed to the chief academic officer or designate at TCCD.

(Paragraphs 4.3.8 and 4.3.9) at least thirty (30) days prior to submission of a manuscript, SCHOOL DISTRICT's Temporary Custodian will provide one electronic and one paper document of the final versions of all reports and other documents associated with this ILA. TCCD shall provide its consent, which shall not be unreasonably withheld or delayed, on or before the expiration of such thirty (30) day period. TCCD's intention is to ensure the accuracy of both the data and its interpretation, not to censor the publication.

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#### **Destruction of Data Files upon Termination of Agreement**

The SCHOOL DISTRICT will securely destroy or return all data files and hard copy records (Paragraph 4.3.15) upon termination of this agreement either by expiration or as provided elsewhere in the ILA. Office/position responsible for destruction of records and affidavit confirming destruction and/or return of PII within five (5) business days.

SCHOOL	DISTRICT	Contact:

Title	<b>TBD</b>
Name	<b>TBD</b>
Address	<mark>TBD</mark>
Email	<b>TBD</b>
Phone	<b>TBD</b>

The Temporary Custodian at TCCD is responsible for receipt of affidavit or confirmation of destruction of PII from SCHOOL DISTRICT.

#### **Approved Methods of Transfer**

- 1. TCCD has established two secure methods for transmitting Personally Identifiable Information (PII) with SCHOOL DISTRICT. Please find these two methods of transfer listed below. Secure File Transfer Protocol (SFTP) scheduled delivery
- 2. Encrypted Email on demand/case by case (see appendix C)

Included below are details regarding method of transfer and calendar of data transfer (if applicable) per method.

#### 1. SFTP Method of Transfer and Calendar of Transfer

As set forth in Section 6 of the ILA the method of transfer and a calendar of transfer are defined in the following paragraphs.

Files are to be delivered by the Department of Information Technology, as set forth in Appendix A.

The files to be delivered will include:

- 1. Current Enrollment and Demographics
- 2. Academic History
- 3. End of Term Numeric Grades Only
- 4. End of Term Data

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#### 1.1 Data File Structure and Format

TCCD will send SCHOOL DISTRICT data files in an encrypted zipped ".csv" format. The College will include all data fields, formats and column headings as set forth in Appendix B.

TCCD will link all data files sent to SCHOOL DISTRICT to one academic term. This will be accomplished by creating separate files for each term and naming them according to their terms.

#### 1.2 Data Transfer Schedule

The table below lays out approximate time periods around which TCCD will provide these data to the SCHOOL DISTRICT. TCCD will establish a calendar of transfer to SCHOOL DISTRICT.

	Approximate Date of SFTP Transfer to SCHOOL DISTRICT							
Data Type	Fall Data	Spring Data	Summer Data					
Demographics and Current Course Enrollment	After Census Date for 16-week term	After Census Date for 16-week term	After Census Date for 10-week term					
Academic History of Dual Credit or ECHS student at TCCD	After Census Date for 16-week term	After Census Date for 16-week term	After Census Date for 10-week term					
End of Term Grades (Numeric grades only)	Delivered 2 business days after grade submission deadline for 16-week term	Delivered 2 business days after grade submission deadline for 16-week term	Delivered 2 business days after grade submission deadline for the 10-week term					
End of Term - Data (numeric grades, core complete status, academic standing, credential awards)	Ind of Term - Data numeric grades, core omplete status, cademic standing,  Delivered after end of term processing is complete for 16-week		Delivered after end of term processing is complete for 10-week term					

The College will provide the above data to SCHOOL DISTRICT through the length of the agreement.

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#### 1.3 Data Transfer Procedures

To ensure that data files are transferred securely, SCHOOL DISTRICT hosts and uses a secure file transfer protocol (SFTP) site. Using the SCHOOL DISTRICT's SFTP site shall not require TCCD to make any purchase or install any software. SCHOOL DISTRICT will provide SFTP connection details to data contacts at TCCD, who will then send data files as needed. The data transfer via this method will only occur from TCCD to SCHOOL DISTRICT'S SFTP site (one way data transfer).

#### 2. Encrypted Email Method of Transfer

As set forth in Section 6 of the ILA this method of transfer is defined in the following paragraphs. This method applies to any specified data that cannot be shared via SFTP due to connection failures, or to information that is needed on demand and would not otherwise be sent via the specified SFTP transmissions. Data elements are to be delivered only by approved TCCD personnel, as set forth in Appendix C.

#### **2.1 Data Transfer Procedures**

To ensure that all data are transmitted in a confidential and secure manner, data contacts at TCCD will <u>only</u> send data to specified SCHOOL DISTRICT points of contact (as verified by TCCD Educational Partnerships):

- 1. The School District will receive an encrypted email containing a password-protected Excel file.
- 2. A subsequent encrypted email will be sent to the SCHOOL DISTRICT containing the password required to open the Excel file.
- 3. In the event that the recipient encounters any issues accessing the password-protected file, they are required to contact their TCC campus Educational Partnerships liaison.
- 4. The TCC campus Educational Partnerships liaison will then reach out to TCC IT for assistance in resolving the matter.

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# Demographics and Current Course Enrollment Appendix B

Appendix B
Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
Data Ficto	Description	Data Type			Report	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
FIRST NAME	Student First Name	String	255	Yes		Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester.
LAST NAME	Student Last Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
STUDENT HIGH SCHOOL	High School Name	String	255	Yes		
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
AGE	Student Age	numeric	4	Yes		ex. 18.7 to one digit
GENDER	Student Gender	String	6	Yes		Male, Female
RACE/ETHNICITY	Race / Ethnicity Identifier	String	255	Yes		White, Non-Hispanic; Black, Non-Hispanic; Hispanic; Asian or Pacific Islander; Amer Indian or Alaskan Native; International
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456

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COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		
COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC
NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83
ACADEMIC PLAN	Students Academic Plan	String	12	Yes		EHSE.D001.UG - Dual Credit ECHS.D001.UG - Early College High School
MATH TSI	Math TSI Liability	String	1	Yes		Liable Y/N
READING TSI	Reading TSI Liability	String	2	Yes		Liable Y/N
WRITING TSI	Writing TSI Liability	String	3	Yes		Liable Y/N
ACADEMIC STANDING	End of Term Academic Standing	String	4	Yes		DEAN, GOOD, HONR, MRIT, PROG, SUSP, SUS2
CUMULATIVE GPA	Cumulative GPA	Numeric	F(1.2)	Yes		GPA at TCC Note: Developmental courses are not counted towards GPA
TCC CUMULATIVE HRS EARNED	Cumulative Hours Earned	Numeric	3	Yes		Hours earned at TCC
TOTAL ACTIVE HOURS REGISTERED	Total Active Hours Registered	Numeric	2	Yes		Hours registered for the term at TCC
DEGREE EARNED	Student Degree Earned	String	3	Yes		AAR, AAS, CRT, FOS, MSA
DEGREE NAME	Student Degree Name	String	255	Yes		AA Associate of Arts
DEGREE PROGRAM	Student Degree Program	String	12	Yes		AART.D001.UG
MAJOR DESC	Student Major Desc	String	255	Yes		Associate of Arts

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CORE COMPLETE	Student Core Complete	String	1	Yes	Core Complete Y/N
STUDENT HOLDS	Student Holds	String	255	Yes	Specify Holds

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#### Academic History Appendix B

Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

			Data Field		Source of	
Data Field	<b>Data Description</b>	Data Type	Size	Required	Data	Notes
					Report	
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
LAST NAME	Student Last Name	String	255	Yes		
FIRST NAME	Student First Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
AGE	Student Age	numeric	4	Yes		Age to one digit . Ex. 18
GENDER	Student Gender	String	6	Yes		Male, Female
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT						
LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456
COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		
COURSE MEETING						
DAYS	Course Meeting Days	String	255	Yes		
COURSE MEETING						
TIME	Course Meeting Times	String	255	Yes		
FINAL ODADE	Final Latter Oracle	Chuin		Vaa	Grade	A B O D E I W ALL WA OB NO
FINAL GRADE	Final Letter Grade	String	2	Yes	Verified	A, B, C, D, F, I, W, AU, WA, CR, NC
						Two digit numeric grade rounded to the first integer.
NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Ex. 91, 78, 83

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DEGREE EARNED	Student Degree Earned	String	3	Yes	AAR, AAS, CRT, FOS, MSA
DEGREE NAME	Student Degree Name	String	255	Yes	AA Associate of Arts
DEGREE PROGRAM	Student Degree Program	String	12	Yes	AART.D001.UG
MAJOR DESC	Student Major Desc	String	255	Yes	Associate of Arts

Data is a one-time delivery. Data file will have multiple lines for each course enrollment. This data is specific to Dual Credit and Early College High School students enrolled at TCCD

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#### **End of Term – Numeric Grades Only**

#### Appendix B

Delivered after grade submission deadline for 16-week courses (Fall & Spring) and 10-week courses (Summer)

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Report Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
FIRST NAME	Student First Name	String	255	Yes		
LAST NAME	Student Last Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
STUDENT HIGH SCHOOL	High School Name	String	255	Yes		
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456
COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		
COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC

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NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes	Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83
TCC CUMULATIVE HRS EARNED	Cumulative Hours Earned	Numeric	3	Yes	Hours earned at TCC
TOTAL ACTIVE HOURS REGISTERED	Total Active Hours Registered	Numeric	2	Yes	Hours registered for the term at TCC

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#### End of Term - Data Appendix B

Delivered after End of Term processing is complete for 16-week courses (Fall & Spring) and 10-week courses (Summer)

			Data Field		Source	
Data Field	Data Description	Data Type	Size	Required	of Data	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Report Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
FIRST NAME	Student First Name	String	255	Yes		Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester.
LAST NAME	Student Last Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
STUDENT HIGH SCHOOL	High School Name	String	255	Yes		
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
AGE	Student Age	numeric	4	Yes		ex. 18.7 to one digit
GENDER	Student Gender	String	6	Yes		Male, Female
RACE/ETHNICITY	Race / Ethnicity	String	255	Yes		White, Non-Hispanic; Black, Non-Hispanic; Hispanic; Asian or Pacific Islander; Amer Indian or Alaskan Native; International
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456
COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		

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COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC
NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83
ACADEMIC PLAN	Students Academic Plan	String	12	Yes		EHSE.D001.UG - Dual Credit ECHS.D001.UG - Early College High School
MATH TSI	Math TSI Liability	String	1	Yes		Liable Y/N
READING TSI	Reading TSI Liability	String	2	Yes		Liable Y/N
WRITING TSI	Writing TSI Liability	String	3	Yes		Liable Y/N
ACADEMIC STANDING	End of Term Academic Standing	String	4	Yes		DEAN, GOOD, HONR, MRIT, PROG, SUSP, SUS2
CUMULATIVE GPA	Cumulative GPA	Numeric	F(1.2)	Yes		GPA at TCC Note: Developmental courses are not counted towards GPA
TCC CUMULATIVE HRS EARNED	Cumulative Hours Earned	Numeric	3	Yes		Hours earned at TCC
TOTAL ACTIVE HOURS REGISTERED	Total Active Hours Registered	Numeric	2	Yes		Hours registered for the term at TCC
DEGREE EARNED	Student Degree Earned	String	3	Yes		AAR, AAS, CRT, FOS, MSA
DEGREE NAME	Student Degree Name	String	255	Yes		AA Associate of Arts
DEGREE PROGRAM	Student Degree Program	String	12	Yes		AART.D001.UG
MAJOR DESC	Student Major Desc	String	255	Yes		Associate of Arts
CORE COMPLETE	Student Core Complete	String	1	Yes		Core Complete Y/N
STUDENT HOLDS	Student Holds	String	255	Yes		Specify Holds

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# **Appendix C**

#### List of Data Subject to Disclosure

TCC Educational Partnerships staff are authorized to share the specified information through encrypted emails and/or phone communications, subject to the discretion and approval of TCCD. Requests for information will be evaluated on a case-by-case basis to ensure compliance with applicable policies, regulations, and legislation. Partners are required to submit a request for this information via email to their TCC campus Educational Partnership liaison and must allow a *minimum* of two business days for the information to be returned through encrypted email. The data pertains specifically to Dual Credit, Early College High School, and Pathways in Technology Early College High School (PTECH) students currently enrolled at both TCCD and SCHOOL DISTRICT. Requests for data containing former dual enrollment students (i.e. students who are no longer enrolled at SCHOOL DISTRICT) may not be approved so as to comply with FERPA requirements for the release of personally identifiable information.

- Advising notes
- Attendance Report (see Appendix D)
- Course enrollment information
- Degree audits
- FERPA release forms
- Final Grades
- Grade Point Average (GPA) information
- Graduation list
- Immunization records (MCV4)
- Incoming freshmen list
- List of student names who attended orientation
- Probation/suspension list
- Progress report grades
- PTK student eligibility list
- Residency status
- Student accessibility information
- Student account holds information
- Student conduct information
- Student ID number
- Students' academic standing
- Students TCC email
- TCC rosters
- TSI status
- XDCSR report information

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# **Appendix D**

#### **Attendance Data**

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
Course Code	Course Section Name & Term	String	255	Yes		Microbiology Non-Sci Majors
Course Name	Student First Name	String	255	Yes		2025SP BIOL-2420-21008
Student First Name	Student Last Name	String	50	Yes		
Student Last Name	Student ID	String	50	Yes		
Student SIS ID	Student ID	String	50	Yes		TCC assigned Student ID number
Session Title	Session Title for Attendance Records	String	50	Yes		Contains varying descriptions of the attendance activity.  Ex. 10-Feb, Lab, Monday Lab, Monday Lecture, etc.
Session Start Time	Attendance Record Start Time	String	Date/Time	Yes		Time/date stamp session start for that attendance period
Record Status	Attendance Value	String	100	Yes		Present, Absence, Excused
Record Comment	Attendance Notes	String	255	No		Will displayed entered comments related to the attendance value
Record Time Created	Attendance Record Created Time	String	Date/Time	Yes		
Record Time Last Edited	Attendance Record Created Edited	String	Date/Time	Yes		If attendance value was modified
Total Absences	Total Absences Count	Numeric	6 digits, 2 decimals	Yes		A sum of absences for that student and course section
Total Attended Percentage	Total Attended Percentage	Numeric	6 digits, 2 decimals	Yes		Percentage of total attendance for that student and course section
First Date Attended	First Date Attended	String	Date/Time	Yes		First attendance record for that student and course section
Last Date Attended	Last Date Attended	String	Date/Time	Yes		Last attendance record for that student and course section

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