



DATA SHARING AGREEMENT BETWEEN EDUCATION IS FREEDOM AND DUNCANVILLE ISD

1. Introduction

This Data Sharing Agreement (the “Agreement”) is made by and between Duncanville School District, a Texas public school district (“District”) and Education is Freedom (“EIF”), a Texas non-profit organization. The District and EIF may be referred to individually as a “Party,” and collectively as the “Parties.”

2. Purpose

- 2.1 Parties entered into a Services Agreement for the purposes of implementing college and career access programs at certain District campuses (“Services Agreement”); and
- 2.2 For EIF to provide the services outlined in the Services Agreement, EIF requires access to a limited set of student data from participating school districts to help districts in implementing college and career access programs; and
- 2.3 District desires to have EIF provide support to help in implementing college and career access programs, according to the terms and conditions of this Agreement.

3. Scope of Data to be Disclosed

- 3.1 To effectively provide the services contemplated in the Services Agreement, District shall provide EIF with data on the metrics described in Appendix A: Data Sources (“Data”).
- 3.2 District shall provide EIF with Data within five (5) business days of District’s receipt of EIF’s written notice. EIF shall provide written notice pursuant to Section 7.

4. Limitations on Use

- 4.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 *et seq*.

The following FERPA exception applies to this Agreement:

School Official or Representative (or Outsourced Services) Exception: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii).

EIF is serving in the role of a school official or is providing needed outsourced services for the District with a legitimate need to access education records in performance of this role. The District represents that EIF is (1) performing an institutional service or function for which the District would otherwise use employees; (2) under the direct control of the District with respect to the use and maintenance of education records; *and* (3) complying with the personally identifiable information from education records use and redisclosure requirements.

District has determined that EIF has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the Data under this Agreement, and that EIF is the agent of District solely for the purpose of performing the services as outlined in the Services Agreement. EIF and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.

- 4.2 EIF shall allow access to Data only to: (i) persons and contractors who have been tasked by EIF with storage, accessing and manipulating the Data; and (ii) persons and program partners of EIF that have been tasked by EIF with accessing the Data for the purpose outlined in this agreement. Accordingly, EIF shall not release or otherwise reveal the Data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. EIF also shall not sell the Data in any form to any third party.

5. Confidentiality of Personally Identifiable Information

- 5.1 EIF agrees to maintain the confidentiality of Data throughout the term of this Agreement by implementing reasonable data security procedures, controls, and safeguards to ensure that personally identifiable information is protected in accordance with applicable federal and state laws, including, but not limited to, FERPA, Chapter 521 of the Texas Business and Commerce Code (to the extent applicable), and the Texas Government Code.

6. Term and Termination

- 6.1 This Agreement shall commence as of the later date that both Parties have signed this Agreement and shall continue thereafter for so long as the underlying Services Agreement remains in effect.
- 6.2 Either Party may terminate this Agreement by giving ninety (90) days' written notice of termination to the other Party.
- 6.3 Upon termination, EIF will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to District that contain personally identifiable information.

7. Notices

- 7.1 The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence

related to the modification, amendment, extension, or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals:

District:

Name: _____

Title: _____

Address: _____

Tel: _____

Email: _____

EIF:

Dr. Susanna Russell
President, CEO
3000 Pegasus Park Drive, Suite 704
Dallas, TX 75247
Tel: 512-694-2955
Email: srussell@educaitonisfreedom.org

8. Miscellaneous Terms

- 8.1 Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 8.2 This Agreement, including and together with the Services Agreement and any related exhibits, schedules, attachments, and appendices, contains the entire agreement between the Parties. Neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties.
- 8.3 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.
- 8.4 If any clause or term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
- 8.5 EIF may assign, cede, or transfer any of its rights and obligations under this Agreement, upon five (5) business days' notice to the other Party.
- 8.1 This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 8.2 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

- 8.3 Any dispute arising under this Agreement and all related documents, and all matters arising out of or relating to this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall lie exclusively in Dallas County, Texas.
- 8.4 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 8.5 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, District and EIF signify that each Party understands and will comply with the conditions stated above.

EDUCATION IS FREEDOM

DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

Date

Date

APPENDIX A: DATA SOURCES

The following list outlines a representative scope of Data which District shall provide to EIF under this Agreement. Exhibit A may be amended if data requirements change. EIF may request additional data metrics to District in writing without the requirement of an amendment to this Agreement.

“Data” includes, but is not limited to, the following:

DATA FIELDS	DATA SOURCE
District Directory Data	
First Name Middle Name Last Name Address Home Phone Number Mobile/Cell Number Email Parent/Guardian First Name Parent/Guardian Last Name Parent/Guardian Home Phone Number Parent/Guardian Email Address Date of Birth District Issued Student ID High School ID CEEB Graduation Year TSDS ID Entry Date Ethnicity Race Sex Early College High School P-Tech Dual Credit Required HB3 CCMR Reporting Categories	Data is sourced from District.
District Transcript Data	
District Issued Student ID Course Code Course Title Grading Period Grade Scale Grade Point Average Grade Absences Credit Military Enlistment Industry-based Certification Associates Degree Earned Graduation Type Code	Data is sourced from District.

DATA FIELDS	DATA SOURCE
PSAT Scores	
Attending Institution Code First Name Middle Initial Last Name Date of Birth College Board Student ID Secondary School Student ID Address Street Number and Name Address City Address State US Zip or International Post Code Email Address Latest PSAT Assessment Date Latest PSAT Total Score Latest PSAT Scores from each Section Grade Level	Data is sourced from District.
TSIA Scores	
TSIA ID First Name Middle Initial Last Name Date of Birth ACCUPLACER / College Board Student ID Secondary School Student ID Address Street Number and Name Address City Address State US Zip or International Post Code Email Address TSIA Scores in English Language Arts, Reading, Math Latest TSIA Assessment Date Latest TSIA Total Score Grade Level	Data is sourced from District
SAT Scores	
SAT ID First Name Middle Initial Last Name Date of Birth College Board Student ID Secondary School Student ID Address Street Number and Name Address City Address State US Zip or International Post Code Email Address	Data is sourced from District.

DATA FIELDS	DATA SOURCE
Highest SAT Scores in Math, Reading, and Writing/Language Sections Latest SAT Assessment Date Latest SAT Total Score Latest SAT Scores and Subscores from each Section Grade Level	
Advanced Placement Exams	
AP Number Last Name First Name Middle Initial Student Street Address Student State Student Zip Code Sex Date of Birth School ID Education Level Best Language Admin Year Exam Code Exam Grade Date of Last Student Update Date on which the student's record was last updated Date of this report	Data is pulled for each exam taken by a student in the specified school.
ACT Scores	
ACT ID First Name Middle Initial Last Name Date of Birth School Student ID High School Code Address Street Number and Name Address City Address State US Zip or International Post Code Email Address Highest ACT Scores in English/Writing, English, Math, reading, Science Highest Composite Score Latest SAT Assessment Date Latest SAT Total Score Latest SAT Scores and Subscores from each Section Grade Level	Data is sourced from District.

