

Data Sharing Agreement

Purpose

Brazosport College (BC) and the _____ Independent School District (XISD) have a shared interest in educating students. The purpose of this Data Sharing Agreement (the Agreement) is to advance our shared interest by establishing policies, in accordance with federal law¹, for the types of data to be shared, the acceptable uses of data, the ownership of data, data confidentiality, data security, methods of exchanging data, the cost of providing data, the time that is allowed to fulfill a request for data, and the means for ensuring these policies are being observed. All data requests shall be governed by this agreement.

Federal law does not permit general, open-ended data sharing agreements. Every time data are shared, it must be for a specific purpose and in a specific time frame. The purpose of this agreement is to establish the policies that will govern specific requests with specific time frames.

Types of Data

Under this agreement, BC and XISD agree to share individual student records on all of their students past and present within the limits established in this document. Individual student records are limited to data that are available and to the following:

- Identifiers: student name; date of birth; Texas Student Data System ID; Brazosport College ID.
- Contact Information: home address; email addresses; phone numbers.
- Demographics: race/ethnicity; gender; citizenship status.
- Academic Records: transcripts showing classes taken, the start and end dates of those classes and the grades in those classes; class attendance; grade point averages; scores on standardized tests; declarations of areas of study such as endorsements, majors and minors; awards representing the completion of educational programs such as diplomas, degrees, and certificates.
- Financial Information: participation in subsidized meal programs; family income; expected family contribution (from FAFSA).
- Family Information: number of siblings; educational level of parents; family structure.

In addition, BC and XISD agree to share information that is created by aggregating the data from individual student records within the limits established in this document.

Acceptable Uses of Data

Data shared under this agreement shall only be used to conduct studies for three purposes as allowed by law²:

- To improve instruction;
- To develop, validate, or administer predictive tests; and

¹ The Family Educational Rights and Privacy Act Guidance for Reasonable Methods and Written Agreements: https://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf accessed on 5/30/18

² Title 34 § 99 of the Code of Federal Regulations (FERPA), and Section 483(a)(3)(E) of the Higher Education Act (restrictions on FAFSA data).

- To improve the administration of student financial aid.

In order to comply with regulations, data will be shared only in response to written requests that specify the purpose, scope, and duration of a specific study and the information needed to conduct the study. Data that are provided in response to a request can only be used for the purpose described in the request.

When BC or XISD receive a data request from the other party, they have the right to refuse to provide the data if they believe the proposed study falls outside of the acceptable uses. Neither BC nor XISD can be forced by the other to provide data if they feel the justification is insufficient.

Data derived from the Federal Application for Student Aid (FAFSA) can only be used for the application, award, and administration of aid awarded under federal student aid programs, state aid, or aid awarded by Brazosport College. The “administration of aid” provision includes audits and program evaluations necessary for the efficient and effective administration of the student aid programs. Any request for data derived from the FAFSA must be accompanied by a written justification explaining how the request complies with this restriction.

BC and XISD will each designate one person who will coordinate data sharing and be responsible for ensuring that shared data are only used for acceptable purposes. This person will be informed of all data requests and the responses to all data requests. At BC, this person will be the Dean of Planning, Institutional Effectiveness and Research. At XISD, this person will be _____.

Data Ownership

Data that are shared under this agreement remain the property of the organization that provided the data. The data owner will be referenced as the source of the data in all reports, publications, tables, graphs, or other products produced from the data. Data that an organization has received but does not own cannot be shared outside of the organization without written permission from the owner of the data. An organization that has received data that it does not own must destroy the data and any copies of the data no more than 6 months after the date when the data are no longer needed for the purposes for which the study was conducted or when directed to do so in writing by the owner. If an organization wishes to preserve data for longer than 6 months, it must request an extension in writing. Products that were created using shared data that do not contain Personally Identifiable Information³ are the property of the organization that created them and do not have to be destroyed even if they were created from data that must be destroyed.

Data Confidentiality

Data that are shared under this agreement shall be treated as confidential and will not be released, disclosed, published or otherwise disseminated to any person inside the organization except those who need the data to fulfill the purpose of the study under which the data were requested, and shall not be released, disclosed, published or otherwise disseminated to any person outside the organization without written permission from the data owner. Data that are shared under this agreement shall be treated with the same protections and safeguards that the organization uses for its own confidential

³ See 34 CFR § 99.3 for a definition of personally identifiable information

data. Products that are created using shared data that do not contain Personally Identifiable Information do not have to be treated as confidential.

Data Security

Recipients of data under this agreement shall secure the data by securing its facilities, data centers, paper files, computers (including servers and back-up systems) and implementing authentication and access controls within media, software applications, operating systems and equipment.

Recipients of data under this agreement shall notify the data owner immediately upon any actual, potential or suspected breach of security of data. A "breach of security" shall mean the acquisition of, or access to, computerized data by an unauthorized person that compromises the security, confidentiality or integrity of such data.

Exchanging Data

BC and XISD agree that any electronic transfer of data between the organizations will take place using encrypted protocols such as SSL, step or scup. BC and XISD will use all reasonable practices and security procedures necessary to protect all electronic data that is transmitted between them under this Agreement by (but not limited to) electronic transmission or the physical delivery of electronically recorded data. Such protective measures shall include, but not be limited to, use of up-to-date anti-virus software to guard against viruses, worms, Trojan horses or other malware that may permit unauthorized access to data or may compromise the confidentiality, integrity or authorized accessibility of data or associated information systems of the other party. However, in no event shall the owner of data be responsible for any damages or loss caused by electronic data transmitted to a recipient.

The Cost of Providing Data

The cost of providing data shall generally be borne by the owner of the data; however, the owner of the data may require the recipient to share the cost if the cost is substantial and may refuse to provide the data if the recipient is unwilling to share the cost. If the owner of the data requires cost sharing, the specifics of cost sharing must be provided in writing.

The Time to Fulfill a Request for Data

If the fulfillment of a data request will take more than two weeks, the organization that is fulfilling the request must notify the requesting organization of the time that will be needed to fulfill the request.

Audits and Monitoring Activity

BC and XISD maintain the right to conduct audits or other monitoring activities to ensure the policies, procedures, and systems required by this agreement are properly implemented. The cost of audits or monitoring activities will be borne by the organization conducting the audits or activities.

Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

By signing below, the parties listed enter into this Agreement for a period of one year starting on the date this Agreement is fully executed.