



Data Sharing Agreement, Dual Credit and Scholarships Family Educational Rights and Privacy Act (FERPA) August 1, 2024 – July 31, 2025

Section 1.0 Parties

This Data Sharing Agreement for Dual Credit Partnership is entered into by and between McLennan Community College (“MCC”) and [XX] ISD (“ISD”). At times, MCC and the ISD are referred to individually as “Party” and collectively as “Parties.”

The Contact Information for MCC is: Dr. Londa Carriveau
Director, Educational Partnerships
1400 College Drive
Waco, TX 76708
lcarriveau@mclennan.edu

The Contact Information for the ISD is: Name
Title
Street Address
City, State Zip
email

Section 2.0 Term of Agreement

The term of this Agreement begins upon execution by the last party to sign and ends on July 31, 2024, unless terminated earlier by the Parties. The Parties may extend the term of this Agreement by an amendment signed by the Parties.

Section 3.0 Background and Purpose

The purpose of this Agreement is to document the rights and obligations of the Parties pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99, in order to protect the privacy of students’ education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) the right to access student records.

Section 4.0 Data

For the purpose of this Agreement, the definitions of “directory information,” “education records,” and “personally identifiable information” are set out in 34 C.F.R. § 99.3. The Parties agree and represent that the information shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5.0, below.

The Parties agree that MCC will share the following data with the ISD.

1. An unofficial transcript at the end of each semester for each dual credit student enrolled from the ISD.
2. A minimum of two progress reports per semester for dual credit students.
3. Attendance data for students from the ISD enrolled in dual credit-only sections, as requested by the ISD.

4. Enrollment data for students from the ISD, including course schedule, registration holds, or other impediments to successful registration in a dual credit course at MCC.
5. Identification of students identified as eligible for the Financial Aid for Swift Transfer (FAST) program by the state of Texas.
6. Notifications of student disciplinary or academic integrity issues that would interfere with participation in the dual credit program.

The Parties agree that the ISD will share the following data with MCC.

1. A current high school transcript for each dual credit student upon application for admission to the dual credit program and one updated transcript per academic year thereafter while the student remains active in the dual credit program.
2. SAT, ACT, PSAT, Plan, STAAR EOC, or other test scores that may exempt or waive students from the requirement to test as college ready on the TSI Assessment exam.
3. The TSDS number for each dual credit applicant and/or other student identifiers required by the state of Texas to verify student eligibility for the state FAST program.
4. Identification of dual credit applicants reported to TEA as economically disadvantaged, as indicated by free/reduced lunch status, within the four-year period prior to this agreement.
5. Current record of bacterial meningitis vaccination for students enrolling in courses on the MCC campus.
6. Notifications of student disciplinary actions or other issues that would prohibit the student from participating in an ongoing dual credit course.
7. At the end of each spring semester, names and contact information for the high school juniors in the top 20% of their class, who will be recognized with an MCC academic scholarship.
8. If free TSIA preparation is provided to students of the district by MCC, the district will provide to MCC de-identified data showing pre- and post-test results for participating students.

Section 5.0 Applicable FERPA Provisions

5.01 MCC obtained written consent to exchange student records with the ISD. (§99.30)

The Dual Credit Schedule Request form completed and signed by the student each semester includes a notice that the student signature authorizes exchange of educational records between MCC and the student's high school. Copies of completed Schedule Request forms are maintained in the student's MCC digital record.

5.02 The exchange of student education records between MCC and the ISD also falls under an exception to the FERPA written consent rule. (§99.31)

“The disclosure is to officials of another institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.” (AACRAO 2012 FERPA Guide, pp. 16-17).

Section 6.0 FERPA Confidentiality and Data Governance Provisions

The Parties agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data.

The Parties are authorized to use data obtained under this agreement for the purposes of student enrollment, transcription of college and/or high school course credit, and assessment of MCC high school GPA-based scholarship awards.

Section 7.0 General Terms Applicable to All Access

- a. The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records only as essential to carry out the terms of the dual credit and scholarship programs.
- b. Each Party agrees individually that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under the Agreement and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits “unauthorized look-ups.”
- c. Each Party individually agrees to allow access to PII only to those individuals employed by the ISD with a need to know.
- d. The Parties represent that they will ensure that each individual who is able to access PII is expressly informed of the limitations on the right to access and use the PII. The Parties represent that they will immediately terminate access to PII and have the right to discipline any authorized representative who fails to comply with this Agreement or otherwise violates FERPA.
- e. The Parties represent that they will not redisclose any data or PII governed by this agreement without express permission from the party that provided the original data.

Section 8.0 Breach

Any breach of this Agreement leading to unlawful disclosure of education records or PII that is covered under 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99 constitutes a material breach of this Agreement and constitutes cause for immediate termination by MCC.

Section 9.0 Termination

Either party may terminate this agreement without cause upon fifteen (15)-days written notice. Any unlawful disclosure of information covered by the Agreement, including by data security incident or breach, shall constitute a break of this Agreement and cause for any party to immediately terminate the Agreement, as set out in Section 9.0. Any duty of confidentiality as to FERPA-protected information at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 10.0 Amendment

This Agreement may be modified only by written amendment executed by the Parties hereto. No amendment shall be effective except upon final signature of all parties. This Agreement, and executed amendments hereto, constitutes the final and exclusive agreement of the Parties.