

INTERLOCAL AGREEMENT

SOUTH TEXAS COLLEGE & PHARR SAN JUAN ALAMO

INDEPENDENT SCHOOL DISTRICT

DATA PRIVACY & CONFIDENTIALITY

This Inter-Local Governmental Agreement sets forth South Texas College's agreement to allow specified Pharr San Juan Alamo Independent School District employees access, use, and protection of confidential STC student data needed to carry out the objectives of the PSJA College Advising and Transition Program. The agreement is subject to specific conditions, the breach of which may result in termination of the District's limited right to access the College's data base. In addition, the Agreement is subject to the continuous warranties and representations by the District regarding procedures and standards under which data access by the College will be provided.

1. DEFINITIONS.

When used in this Inter-local Agreement, the following terms will have the meanings below:

1.1. **"Data"** means the observations and information which has been collected and stored for each student and which may be accessed by the District's counselors.

1.2. **"Education Records"** has the meaning set forth in the Family Educational Rights and Privacy Act ("FERPA," codified at 20 U.S.C. § 1232g, with regulations set forth at 34 C.F.R. §99, *et seq.*).

1.3. **"STC Network"** means the group of interconnected computers administered by STC (directly or through third parties), including the servers, routers, other hardware, and software necessary to maintain the connections, regardless of the method of connection, functional relationship, or topology of the connections.

1.4. **"Personally Identifiable Information"** has the meaning set forth in FERPA.

1.5 **"Services"** means exclusively personal counseling and advice provided by District College Advisors and College Transition Specialists to dual-enrolled students relating to their enrollment at College.

1.6. **"Sensitive Information"** means information provided by or at the direction of STC, that (i) is an Education Record or Personally Identifiable Information; (ii) identifies any

individual (by name, signature, address, telephone number, email address, or other unique identifier) (iii) can be used to authenticate any individual (including without limitation any employee identification number, Social Security number, driver's license number or other government-issued identification number, passwords or PINs, biometric or health Data, answers to security questions, or other personal identifiers); or (iv) includes credit card, debit card, or other financial information.

1.7. **"Security Breach"** means any actual, probable, or reasonably suspected misuse, compromise, or unauthorized access of Sensitive Information, including but not limited to (i) physical trespass on a secure facility; (ii) electronic systems intrusion or hacking; (iii) loss or theft of a notebook, desktop, or other electronic or mobile device, hard drive, or information storage device; (iv) loss or theft of printed materials; or (v) receipt of a complaint in relation to privacy practices;

1.8 **"Scope of Data Access"** means specifically identifiable data bases and/or limited information within a specific data base to which access is expressly provided and beyond which access is expressly prohibited.

1.9. **"Student"** has the meaning set forth in FERPA. References to individuals include Students.

1.8 **"STC" and "College"** means South Texas College.

1.9 **"STC Acceptable Use Guidelines"** means STC adopted guidelines to permit data access that are applicable to this Inter-local Agreement.

1.10 **"STC Data Protection Requirements"** means STC adopted condition and data use requirements applicable to the Inter-local Agreement.

2. Background and Objectives

South Texas College (the "College") and Pharr San Juan Alamo Independent School District (the "District" and jointly with the College, the "Parties") have cooperated in developing a dual enrollment program under the terms of which high school students at the District may enroll for college level courses at the College. For the current school year, some four thousand students enrolled in high school at the District are projected to enroll for college courses at the College under the Parties' dual enrollment program.

The District employs College Advisors and College Transition Specialists to perform a variety of services to enrolled students. District College Advisors located at various District campuses and College Transition Specialists located at the College campuses are required to track the District students' College course work to timely advise and counsel students with respect to transition to College, degree plans, attendance and other matters relating to the students' dual enrollment. In that regard, District College Advisors and College Transition Specialists counselors require access to the College's confidential information for the District's

students. Individual student data is used for degree planning, scheduling and monitoring individual student success. Aggregate data is used to generate reports and to analyze program effectiveness, long-term outcomes and longitudinal research. Longitudinal data includes college hour accumulation, aggregate GPAs, certificate and degree attainment, core complete status and analysis of courses needed by students for the various purposes, including planning, scheduling and textbook purchases.

3. Facilities; Conditional Access Provided by College

College will make available sufficient office space and office furniture reasonably necessary for the College Transition Specialists to perform their work. District will supply the necessary desktop computers, printers and fax machines and software necessary. Together, these facilities and technology will enable Advisors to perform their services. The work of the College Transition Specialists will be coordinated an extension of STC Student Affairs & Enrollment Management Division. The College Transition Specialists will report to the Director of Comprehensive Advising & Mentoring Services at South Texas College The College agrees to allow specified District employees access, use, and protection of confidential STC student data needed to carry out the objectives of the PSJA College Advising and Transition Program. The data access is provided under the terms of the Scope of Work of the College Advising and Transition Program; Specialists as detailed below and the Acknowledgements attached hereto as Attachments A, B, C and D.

The designated College Advisor/Counselor will complete the required forms for all the High School Counselors and Transition Specialists and submit to:

Nancy Garcia, Director
Comprehensive Advising
South Texas College
Pecan Campus, Bldg K, 1.500
McAllen, Texas
Office: 956-872-1689
Cell: 956-735-8338

4. College Transition Specialists

The District will assign a minimum of four College Transition Specialists (the "Specialists") to operate out of College facilities and under the direction of the Student Affairs & Enrollment Management Division. Generally, the objective of this endeavor is to assist and advise students with matriculation, academic success and program completion. College will make available sufficient office space and office furniture reasonably necessary for the Advisors to perform their work. District will supply the necessary desktop computers, printers and fax machines and software necessary. Together, these facilities and technology will enable Advisors to perform their services. Similarly, District will assign five College Counselors to District's campuses to perform similar services under the District's direction.

Specialists will be considered an extension of STC Student Affairs & Enrollment Management Division and will report to the Director of Comprehensive Advising & Mentoring Services at South Texas College. To perform their responsibilities, the advisors and specialists require access to student-level data including but not limited to application, TSI status and academic history.

College will provide access to student data as outlined in this Inter-local Agreement. In accordance with the Family Education Rights and Privacy Act (FERPA), College will share de-identified student data in the aggregate with District for programmatic evaluation and compliance.

5. Scope of Work of College Transition Specialists

The following generally describes the daily responsibilities of the College Transition Specialists and College Counselors.

- 5.1 Conduct process of advisement which includes: an interview, intake, assessment of academic and career goals, selection of a major, College entrance test (TSI) requirements and admission criteria, financial aid resources, report of assessment of basics skills.
- 5.2 Conduct process of advisement which further includes: selection of courses, degree planning information on transferring College credits to other colleges, and assistance with academic issues such as study skills, test taking, academic probation or academic suspension.
- 5.3 Review student records and meets with "at risk" students to provide services concerning academic probation or academic suspension.
- 5.4 Visit classrooms to promote College enrollment in proper career pathway.
- 5.5 Complete the College NACADA certification training program and assist with training for District faculty and staff
- 5.6 Coordinate with College Advising Department to develop and maintain brochures, handouts, and transfer guides to provide accurate information to students.
- 5.7 Create and maintain student education plan files.
- 5.8 Submit weekly reports to Director of Comprehensive Advising & Mentoring Services.
- 5.9 Attend departmental and divisional staff meetings.
- 5.10 Be knowledgeable in Degree Works, Jagnet, Blackboard, and other College student support systems
- 5.11 Conduct degree audits for students.
- 5.12 Serves as designated liaison between school district and College for Advising Services.

6. District Warranties & Representations

The District makes the following representations and warranties in connection with this Agreement

6.1 Access to College Information Resources

The District's College Advisors and Transition Specialists (five College Advisors and four Transition Specialists) will be provided network access to the Jag Net Advisor Menus and will be issued a College email address to be used to fulfill their professional responsibilities. College Advisors and Transition Specialists must complete the following:

- a. Read and comply with the College's Acceptable Use Guidelines, a copy of which may be reference at <http://isp.southtexascollege.edu/information-security>.
- b. Complete the College's Data Privacy Agreement.
- c. Complete Information Security Compliance Training, which can be accomplished by reading and becoming familiar with the presentation stored as a .pdf document listed on the web site provided above in section a.

6.2 Access Restriction

College Advisors and Transition Specialists shall restrict themselves to accessing student data on Jag Net solely for District current and former students. College email shall exclusively be used for work related communication befitting of professional/ethical behavior and in compliance with College Acceptable Use Guidelines and FERPA. Any violation of this will immediately revoke all provisioned access and may result in further corrective action. District agrees to promptly notify College of changes to the employment status of any designated District staff so that persons data access to College data can be de-provisioned accordingly.

6.3. Confidentiality

District will maintain the confidentiality of any and all exchanged student data. . The confidentiality requirements under this paragraph shall survive the termination or expiration of this agreement or any subsequent agreement intended to supersede this agreement. College Counselors College Transition Advisors at District with data access hereunder shall execute a data privacy agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

6.4. Security Safeguards

Should data covered by this agreement ever be processed, stored, or transmitted on District information resources the following shall apply:

District shall employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the data District shall establish a system of safeguards meeting the following requirements:

- a. Procedures and systems that ensure all student records provided by College are kept in secured facilities and access to such records is exclusively limited to authorized personnel.
- b. Procedures and systems that shall require the use of secured passwords to access the data.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the data.
- d. Procedures and systems that ensure that all data is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- e. The procedures and systems developed and implemented to access the data shall ensure that any disclosure of data made to third parties (as, for example, a disclosure mandated under the Texas Public Information Act) shall comply with all provisions of the "Family Educational Rights and Privacy Act" and Texas laws governing exceptions to disclosure of confidential, student and private matters.

6.5. Criminal Background Checks

All College Advisors and Transition Specialists with Data Access shall be subjected to a bona fide criminal background check and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by College.

6.6. Terms of the Data Sharing Agreement

a. Use of Data

Student data shared by College with the District shall only be used exclusively for the fulfilling the express objectives of District's Advising and Transition Programs. College student data accessible to District and data of current and prospective students, or of College employees or alumni, collected by District shall constitute the sole property of College. This data shall not be shared with third parties without the written permission of College. Data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this Inter-local Agreement without the express written permission of College.

a. Data Security

College maintains an Identity Theft Prevention Program and makes available Identity Theft Prevention Guidelines that defines sensitive information at College and describes data handling controls to prevent and mitigate identity theft. All College Advisors and Transition Specialists at District involved in the handling, transmittal, and/or processing of data provided by College shall read, understand, and certify compliance with these guidelines. A copy of the guidelines may be found at:

http://finance.southtexascollege.edu/businessoffice/forms/Red_Flag_Procedure.pdf

c. Data Destruction/Deletion

Any data no longer required for the District's Transition Program shall be destroyed no later than seventeen years from the date of its initial receipt. Upon cancellation, termination or non-renewal of this Inter-local Agreement, District shall destroy, securely wipe or delete, or transmit to College all data shared or collected in the course of this initiative.

d. Prohibition on Mobile Devices and Removable Media

Under no circumstances may College Advisors or Transition Specialists involved in the handling, transmittal, and/or processing of data shall not transfer or store unencrypted College-provided data on mobile devices (such as PDA's, smart phones, tablets, notebooks) or removable storage media.

e. Notification of Security Breaches

District agrees that in the event of any breach or compromise of the security, confidentiality or integrity of shared data where personal information of a College student, prospective student, employee, alum, or other College-affiliated person or entity was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, District shall immediately notify College of the breach of the security system containing such data within 24 hours, comply with all notification actions, and/or assist College will all notification actions required by College policy and the law. District will notify College of any security breaches by contacting the chief information security officer or chief information officer. If after hours District shall notify the College Security Dispatch available 24 hours per day at 956-872-2589.

f. Data Elements

FERPA allows schools to disclose records, without consent, to school officials with legitimate educational interests. College has designated the District's College Advisors and Transition Specialists as school officials with legitimate educational interests. As such, the College will provide the specialist with access to review education records in order to fulfill their professional responsibilities defined in the scope of work. Data shared with District shall be limited to the data elements specifically defined and authorized by College.

7. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

8. Modification and Amendments

This agreement may only be modified or amended only in writing, upon approval by each of the Parties.

9. Termination

In the event that a party to this Agreement fails to carry out or comply with any of the terms and conditions herein, the other party may terminate the Agreement by providing written notice to the defaulting party.

10. Term

The effective date of this agreement is September 1, 2014 to August 31, 2015.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this agreement to be executed by their duly authorized representatives.

South Texas College

Signed: Shirley A. Reed Date: 10/9/14

Dr. Shirley A. Reed
President, South Texas College

Pharr-San Juan-Alamo Independent School District

Signed: Daniel King Date: 10/9/14

Dr. Daniel King
Superintendent, Pharr-San Juan-Alamo Independent School District