COMPLETE ALL SECTIONS OF THIS FORM – AN INCOMPLETE FORM WILL BE RETURNED AND WILL DELAY REVIEW OF YOUR DOCUMENT.

Requestor's Name/Title: Robyn Ellis, Director of College Readiness and Community Outreach

Department: Academic Affairs, CARE Program   **School/College?Division** UDC Community College

Phone#: 202-274-5123   **E-mail:** robyn.ellis@udc.edu

Date Requested: 08/08/2014   **Date Due*:** ~~08/46/2014~~ 8/22/2014 sr

Title of Agreement: Educational Data Access and Use Agreement between DC Public Charter School Board and UDC-CC

Contracting Party:

To facilitate legal and technical sufficiency review, all University employees are advised to review the University's Contract Administration and Review Guidelines and are advised of the following approval flow procedures. Depending upon the nature and scope of the agreement, other departments may need to be involved or contacted. It is the obligation of the requesting department to obtain the appropriate approvals prior to submission to the Office of the General Counsel. Use this form only for MOU, MOA, affiliation, partnership, inter/intra agency and other academic agreements.

Submit only the final and unsigned version of the agreement with this completed form to Smruti Radkar (Assistant General Counsel), Administration Building (39-Third Floor, 301Q) or electronically to sradkar@udc.edu for review. *Permit at least five (5) days for review.

1. Identify the UDC Signatory: (UDC official who will execute the agreement): Dr. Rachel M. Petty

2. UDC Staff Member responsible for monitoring the agreement: Dr. Calvin Woodland ·
    ONCE EXECUTED YOU ARE REQUESTED TO RETURN A COPY OF THE AGREEMENT (CONTAINING ALL REQUIRED SIGNATURES) TO OGC WITHIN 5 DAYS OF EXECUTION.

3. Origin of Agreement: ☐University dept.   ☐Other DC Public Charter School Board and UDC-CC

4. If there is an intra-District advance requirement, has that been pre-approved by the OCFO?
    ☐Yes. OCFO Signature_____(Required) ☐No.   ☐Not applicable

5. OSP or 6: Office of Academic Affairs   Signature_____☐Not applicable**

6. IT Requirement   Signature_____☑Not applicable**

7. Communication/Marketing Requirement   Signature_____☑Not applicable**

8. Facility Related Requirement   Signature_____☑Not applicable**

9. Risk Management (Insurance)   Signature_____☑Not applicable**

Please note that if OGC determines that another department or office needs to be consulted or made aware of any provision contained in the agreement, your document will be returned to you without review or approval and the process will need to start again.

Department Head _____ Date _____

For OGC use only

OGC Staff:

OGC Signature: RSSC   Date Received:
    Date Approval: 9/12/14

UNIVERSITY OF THE
DISTRICT OF
COLUMBIA

1. Explanations of items from page 1. Add continuation page if needed

2. Faculty release time: Provide the names and departments of any faculty members for whom release time is requested. Indicate the amount of release time per academic year. List the amount of funds ($) requested in this grant for release (salary and benefits) for the first year and the total grant.

FACULTY MEMBER'S NAME	DEPT	Release/YR	$ Requested for release salary yr 1	$ Requested for release benefits yr 1	$ Requested for release salary total	$ Requested for release benefits total
N/A						

If more than four faculty are involved, please check here and include a continuation page. ☐

As Department Chair/Dean, I approve the proposed release, and agree to support any committed release not funded through the grant, using resources of my department/school/college.

Department_____ Chairperson:_____ Signature_____ Date_____
Department_____ Chairperson:_____ Signature_____ Date_____
Department_____ Chairperson:_____ Signature_____ Date_____
Department_____ Chairperson:_____ Signature_____ Date_____
College/School_____ Dean/CEO_____ Signature_____ Date_____
College/School_____ Dean/CEO_____ Signature_____ Date_____
College/School_____ Dean/CEO_____ Signature_____ Date_____

3. Complete this section, if in-kind or cash matching is requested:
Is matching required by the sponsor? Yes ☐ No ☒ If yes, how much is required?_____
How do you know? No funds attached to this agreement_____
How much cash match is requested? NA_____ From what budget(s) will the match be provided? NA_____

Approval of person responsible for the budget? Name:_____ Signature_____

How much in-kind match is requested (describe) None / NA_____

Availability and commitment of in-kind and cash match has been verified.
Provost/VP of Academic Affaairs:_____ Date:_____

4. If "Yes" to Question 10, please describe outyear commitment and plan to fulfill it.

EDUCATIONAL DATA ACCESS AND USE AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

University of the District of Columbia/Community College AS AUTHORIZED REPRESENTATIVES

This **EDUCATIONAL DATA ACCESS AND USE AGREEMENT** (hereinafter "Agreement") is entered into between the **DISTRICT OF COLUMBIA, PUBLIC CHARTER SCHOOL BOARD** (hereinafter "PCSB") and University of the District of Columbia/Community College (hereinafter "UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE" or "UDC-CC"), collectively referred to herein as the "Parties".

RECITALS

WHEREAS, PCSB is the authorizer for public charter schools in the District of Columbia;

WHEREAS, PCSB, as the authorizer, produces a detailed annual performance report for each public charter school it oversees, which shows a school's performance on the Performance Management Framework ("PMF");

WHEREAS, PCSB plans to revise the High School PMF to include dual enrollment as an indicator, and in so doing will need data on students who are dually enrolled in a public charter school and the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE;

WHEREAS, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE is a College Access Provider providing services to students of District of Columbia public charter schools;

WHEREAS, the UNIVERISTY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE collects student data necessary for PCSB to calculate the dual enrollment indicator; and

WHEREAS, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE has agreed to share the data elements defined in section 4.1 with PCSB in order for PCSB to calculate the dual enrollment indicator;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions.**

1.1. Unless otherwise defined in this Agreement, all terms shall have the meaning ascribed to such terms by the Family Educational and Rights and Privacy Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 20-1232g], the U.S. Department of Education's implementing regulations [34 C.F.R. § 99 *et seq.*], and the Omnibus Act.

1.2. As used in this Agreement, the following terms shall have the meanings ascribed:

1.2.1. Performance Management Framework ("PMF") means the annual school

performance report metrics that allow the Board to evaluate elementary, middle, and high school performance at public charter schools across common measures.

1.2.2 "Dual enrollment" means a student who is primarily enrolled in a District of Columbia public charter school, but is also receiving credit for courses taken at the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE.

1.2.3 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.2.4 The term "Technical Data," as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

1.2.5 The term "Computer Software," as used herein means computer programs and computer databases. "Computer Programs," as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

1.2.6 The term "computer databases," as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

2. **Purpose.** The purpose of this Agreement is to facilitate the exchange of data from educational records of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE that is necessary for PCSB to calculate the dual enrollment indicator of the high school PMF, which is used to evaluate the high school programs of public charter schools.

3. **Designation as Authorized Representative.** PCSB hereby designates UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE as its authorized representative to carry out data collection activities related to the calculation of the dual enrollment indicator in the high school PMF as described in Section 2 of this agreement.

4. **Data Disclosure.**

4.1. Through a secure method, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall disclose to PCSB the following data about UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE and the students who are dually enrolled in the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE and a public charter school:

4.1.1. Student's last name (Last).
4.1.2. Student's first name (First).
4.1.3. Student's middle initial (Initial).
4.1.4. Student's date of birth (DOB).
4.1.5. Term of Enrollment (Term).
4.1.6. Student's University of the District of Columbia/Community College Identification Number (ID#).
4.1.7. Public Charter School Student Attends (PCS).
4.1.8. Number Credits Student Earned Per Class (Credits).
4.1.9. Course Title (Class Name).
4.1.10. Course Number (Number).
4.1.11. Date range of the course.
4.1.12. Schedule Type of the course.
4.1.13 Instruction Method of the course.
4.1.14. Scheduled meeting dates of the course.
4.1.15. Meeting location of the course.
4.1.16. Course Instructor.
4.1.17. Final Grade per Class (Final).

4.2. PCSB shall use the data provided by UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE pursuant to Section 4.1 of this Agreement to match students served by UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE with students attending a public charter school and to calculate the dual enrollment indicator of the high school PMF for these students. If PCSB is unable to match a student served by UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE with a student attending a public charter school, PCSB shall provide written notice to UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE through a secure method. Such notice shall identify the students who could not be matched to a student attending a public charter school, recommend additional data elements that could assist PCSB with performing the match, and establish a reasonable timeframe for UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE to provide the additional data.

4.3. Through a secure method, PCSB shall provide to UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE the following data elements, if available, for each student receiving services from UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE that PCSB was able to match to a student attending a public charter school:

4.3.1. Student's last name (Last).
4.3.2. Student's first name (First).
4.3.3. Student's middle initial (initial).
4.3.4. Student's date of birth (DOB).
4.3.5. Academic year (AY).

4.3.6.   Public Charter School Attending (PCS).
4.3.7.   Public Charter School ID.
4.3.8.   Unique Student Identifier (USI).

4.4. Ownership of Data. Both Parties understand that this agreement does not convey ownership of data to either entity.

5.   **Timeframes for Data Disclosure.**

5.1.   Unless otherwise agreed to by the parties, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall provide to PCSB the data described in Section 4.1 not later than 30 days after the close of each semester.

5.2.   PCSB shall provide to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE the data described in Section 4.3 within a reasonable period of time, but no later than 30 days, after receipt of data necessary to identify students attending public charter schools.

6.   **Limitations on Use, Access, and Disclosure of Data.**

6.1.   The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall not use the data received from PCSB for any purpose other than the activities identified in Sections 2 and 3 of this Agreement.

6.2.   Without the prior written consent of PCSB, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall not re-disclose personally-identifiable student data received from PCSB to any other person or entity, except for those employees of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE who are authorized by the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE to perform the functions described in this Agreement on its behalf.

6.3.   The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall, as an authorized representative of PCSB, take all necessary precautions to preserve the confidentiality of all personally-identifiable information of students, as well as information about parents.

6.4.   The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE will promptly respond to PCSB's requests for any information, reports, or other assurances of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE's on-going compliance with this Agreement.

6.5.   The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE is authorized to publish data disclosed to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE by PCSB in aggregate form, after all personally-identifiable student information has been removed and/or de-identified. Prior to publicizing aggregate reports based on data received from PCSB, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall provide a copy of such aggregate report to PCSB. Upon receipt of an aggregate report from the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE, PCSB shall have ten (10) business days to review the aggregate report for compliance with this Agreement. If PCSB determines that the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE's

aggregate report contains personally-identifiable student information, PCSB shall notify the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE in writing about the potential breach.

7. **Destruction of Data.**

7.1. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall destroy all data received from PCSB pursuant to this Agreement when the data is no longer needed for the activities identified in paragraph 2 or five years after the data has been received, whichever occurs first.

7.2. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall confirm in writing to PCSB its compliance with the terms of paragraph 7.1 within five (5) business days of destroying the data.

7.3. Nothing in this agreement shall be construed to require the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE to destroy duplicative data or records that the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE has legitimately received from a source other than PCSB.

8. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia.

9. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall not impair the validity of any other provisions. Any provision of this Agreement determined by a court of competent jurisdiction to be unenforceable will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.

10. **Modification.** The terms and conditions of this Agreement may be modified only by prior agreement of the Parties. Such modification must be executed in writing and be signed by the duly authorized signatories of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE and PCSB. However, amendments to the PCSB High School PMF Guidelines by PCSB shall not be subject to the prior approval or consent of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE. Amendments to the PCSB High School PMF Guidelines shall become effective for the purposes of this Agreement beginning on the fifth (5th) business day after PCSB provides notice to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE of such amendments.

11. **Breach.** In the event of a breach of this Agreement in the form of a disclosure of data that is not otherwise permissible pursuant to this Agreement, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall notify PCSB of the breach within two (2) business days of the date on which the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE becomes aware of the breach. PCSB may take any actions authorized it by law to remediate the breach, including, without limitation, termination of this Agreement and exclusion of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE from future access to educational data.

12. **Termination.** Either of the Parties may terminate this Agreement prior to its expiration.

PCSB may terminate this Agreement by providing 30-day advance written notice to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE may terminate this Agreement by providing 30-day advance written notice to PCSB, which notice must include the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE's certification that the data has been destroyed pursuant to paragraph 7 of this Agreement. Termination by the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE prior to the expiration of this Agreement will not be effective until the data has been destroyed pursuant to paragraph 7.

13. **Applicable Laws.** The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

14. **Authority.**

14.1. PCSB warrants that it is the authorizer for public charter schools in the District of Columbia and is authorized to enter into data sharing agreements with college providers of public charter school students.

14.2. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE warrants that it is an organization in good standing, including as appropriate a corporation in good standing under the laws of and has its principal place of business in Washington, DC, that execution of this Agreement is within its corporate powers, and that all necessary approvals have been obtained prior to execution of this Agreement.

15. **Effective Date.** This Agreement becomes effective as of the date on which all duly authorized individuals have signed the Agreement.

16. **Duration.**

This Agreement shall automatically renew annually unless terminated by either party.

17. **Notice.** Notices required herein shall be deemed to have been given and received, (i) three (3) business days after having been sent to the appropriate party listed below, by regular and certified mail; (ii) one (1) business day after having been sent by a nationally recognized overnight courier service; (iii) on the date of delivery if by personal delivery; or (iv) on the date of email transmission, provided that any such transmission is made before 5:00 p.m. on a business day (and otherwise, on the next business day). The below addresses may be changed by written notice to the appropriate party.

NOTICE TO PCSB:
3333 14th St., NW, Suite 210 Floor Washington, D.C. 20010
Attn: Sareeta Schmitt
Email: sschmitt@dcpcsb.org

NOTICE TO UNIVERSITY OF THE DISTRICT OF COLUMBIA COMMUNITY COLLEGE:
801 North Capitol Street, NE Washington, DC 20002
Attn: Robyn Ellis
Email: robyn.ellis@udc.edu

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following duly authorized individuals.

PCSB

By: _____ Scott Pearson, Executive Director of PCSB

Date: ___9/19/14___

University of the District of Columbia/Community College

By: _____ Dr. Calvin Woodland, Interim CEO of UDC-CC

Date: ___9/16/14___

University of the District of Columbia

By: ___Rachel Petty___ Dr. Rachel Petty, Interim Provost, UDC

Date: ___9/15/2014___