

STATE OF TEXAS §

§

COUNTY OF DALLAS §

**INTER LOCAL AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS AT ARLINGTON AND
DALLAS INDEPENDENT SCHOOL DISTRICT RELATING TO CITY LAB HIGH
SCHOOL**

This agreement on dual credit courses by and between the **Dallas Independent School District**, on behalf of **City Lab High School**, a high school in the Dallas Independent School District (referred to herein as “**CITYLAB**”), and **The University of Texas at Arlington** a Texas institution of higher education (referred to herein as “**UNIVERSITY**”) on behalf of its **College of Architecture, Planning and Public Affairs** (referred to herein as “**CAPPA**”) and is effective as of the date the last signatory signs and dates this Agreement below (“**Effective Date**”). **CITYLAB AND UNIVERSITY** may be referred to herein individually as a "Party" or collectively as the "Parties."

PURPOSE

The purpose of this Agreement is to explore a pilot program to provide high school students the opportunity to earn both university semester credit hours and high school course credit for classes in Architecture while enrolled in a collaboratively (**CITYLAB AND UNIVERSITY**) designed **CAPPA Architecture Academy**. Through a dual credit program, the **UNIVERSITY** and **CITYLAB** will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the **CITYLAB** for high school graduation requirements and the **UNIVERSITY** for semester credit hours leading to a post-secondary degree.

RECITALS

In accordance with and under the authority of Texas Education Code Sections 28.009 and 54.216 and the Rules and Regulations of the Texas Higher Education Coordinating Board Coordinating Board, high school students may enroll in university courses and receive simultaneous academic credit from both the university and the high school.

Most important in this Agreement is the spirit of cooperation between **CITYLAB** and **UNIVERSITY**. Both parties endeavor to provide a positive collegiate-level experience for those high school students with the maturity and academic preparation to benefit from college-level courses.

In order to ensure the quality of dual credit courses and to facilitate communications and understanding between **CITYLAB** and **UNIVERSITY**, the Parties agree as follows:

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ELIGIBLE COURSES

The UNIVERSITY shall establish and conduct the courses included in **Attachment A**, attached hereto and incorporated herein.

LOCATION OF CLASS

All high school level courses will be offered at students' home high school campus. UNIVERSITY level dual credit courses, as referenced in Attachment A, will be offered at the CITYLAB Dallas location. All UNIVERSITY courses being offered will meet the standards of equivalent courses taught at the UNIVERSITY.

PROGRAM DETAILS

- (1) The UNIVERSITY and CITYLAB will adhere to all laws, rules and guidelines stipulated in 19 Texas Administrative Code (TAC) Chapter 74; Subchapter C and as delineated by the Texas Higher Education Coordinating Board's (THECB) Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges: Texas Administrative Code Chapter 4: Subchapter D.
- (2) In the event the TAC is amended or the THECB adopts new guidelines during the term of this Agreement, the new amendments and guidelines shall prevail and apply to this Agreement.
- (3) Students seeking enrollment for coursework enumerated in Attachment A, must meet eligibility requirements outlined in the next section under "Student Eligibility."
- (4) All courses referenced in this Agreement must be taught using the UNIVERSITY'S course syllabi.
- (5) High school students shall not be enrolled in more than two dual credit courses per semester for this specialized program. Exceptions to this requirement include students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators agreed upon between UNIVERSITY and SCHOOL DISTRICT) as approved by the principal of the high school and the chief academic officer or a designee of the UNIVERSITY. In no event may a student exceed a maximum of 15 semester credit hours as stipulated in TAC Rule §4.85.
- (6) Students that opt to stop-out during their participation in the CAPP Architecture Academy and pursue alternative degree or certification routes, will be academically advised by CITYLAB to ensure a successful transition. In such cases, however, students will lose program privileges set forth in this Agreement.
- (7) Student misconduct in the UNIVERSITY classes will be addressed in accordance with the CITYLAB code of conduct. The UNIVERSITY instructor shall report conduct problems to CITYLAB and CITYLAB and UNIVERSITY will work together to address them. UNIVERSITY instructor may remove a student temporarily from the course at any time. In addition, both UNIVERSITY and SCHOOL DISTRICT administration may refuse to admit students with disciplinary problems.

STUDENT ELIGIBILITY

High School juniors or seniors can participate in UNIVERSITY's Dual Credit Program ("Program") by demonstrating college readiness and direct admission by satisfying **one** the following requirements:

- (1) Rank in the top 20% of your current class; or
- (2) PSAT score of at least 480 on Evidenced-based Reading and Writing and 530 on Math; or
- (3) PLAN composite score of at least 23; or
- (4) 3.0 unweighted grade point average (4.0 scale); or
- (5) SAT score of at least 1070 Critical Reading + Math (test taken prior to March 2016); or
- (6) SAT score of at least 480 Evidenced-based Reading and Writing and 530 Math (test taken after March 2016); or
- (7) ACT composite score of at least 23

Students must also satisfy the Texas Success Initiative (TSI) requirement for college readiness by achieving the minimum passing standards on the TSI Assessment Test, or equivalent. Equivalent methods to satisfy the TSI requirement include:

- (1) Achieving an SAT score of at least 1070 in Critical Reading and Math (with a minimum score of 500 in Critical Reading and 500 in Math) if taken prior to March 2016, or and SAT score of at least 480 on the Evidenced-based Reading and 530 on the Math if taken after March 2016; or
- (2) An ACT composite score of at least 23 with scores of at least 19 in both Math and English; or
- (3) STAAR end-of-course (EOC) with a minimum Level 2 score of 4000 on the English III shall be exempt from the TSI Assessment required under this title for both reading and writing, and a minimum Level 2 score of 4000 on the Algebra II EOC shall be exempt from the TSI Assessment required under this title for the mathematics section.

Additionally, students must be in good academic standing at CITYLAB.

Students with less than junior year high school standing may be permitted to participate in the Program, but must meet the requirements below:

- (1) Meet student the same eligibility requirements outlined in this section for juniors and seniors;
- (2) Demonstrate outstanding academic performance and capability as evidenced by grade-point average, PSAT/TSI scores, or other assessment indicators;
- (3) Be approved by the principal of the high school and the chief academic officer or a designee of the UNIVERSITY.

High school students applying for admission to the Program must submit the following to UNIVERSITY:

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- (1) Application for admission and \$75 application fee (\$75 fee will be paid by CityLab High School for all students participating in the program at the time of application); and,
- (2) Official high school transcript indicating junior or senior standing; and,
- (3) Official SAT, ACT or other scores (listed above) to demonstrate college readiness; and,
- (4) Completed *Dual Credit Program Agreement* signed by the high school representative, the student, and the student's parent or guardian; and,
- (5) New students (or returning students who have not been enrolled for at least a fall or spring semester) that are under 22 years of age are required to provide proof they have been vaccinated against bacterial meningitis at least 10 days prior to the start of the semester and within the last five years.¹

Students enrolling in certain dual credit courses must meet university course prerequisites unless prior prerequisite waivers have been obtained. For instance, students enrolling in English 1302 must have completed or been awarded credit for English 1301.

COURSE CURRICULUM, INSTRUCTION, FACULTY QUALIFICATIONS, AND GRADING

Course content and scheduled contact hours will adhere to all standards set by the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught, and grades assessed according to standard UNIVERSITY practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to UNIVERSITY students in general.

CITYLAB shall provide an instructor who meets CAPPAs' credentialed professor teaching requirements (i.e., meeting Southern Association of Colleges and Schools [SACSCOC] requirements to teach courses in the CAPPAs Architecture Academy.)

At the end of each semester, UNIVERSITY will provide the CITYLAB principal with a grade roster containing a letter and numeric grade for each Program student.

Letter grades are assigned in accordance with UNIVERSITY academic policies, which can be found in UNIVERSITY's University Catalog.² Assigned grades will be included on the Program student's UNIVERSITY transcript. Students may request an official UNIVERSITY transcript by following the transcript request procedures that apply to all UNIVERSITY students.

It is the responsibility of CITYLAB to record the student's official grade on the student's CITYLAB report card and in the student's Academic Achievement Record.

CONFIDENTIALITY OF STUDENT INFORMATION

In accordance with **Family Educational Rights and Privacy Act (FERPA)**, CITYLAB and

¹ For more information about this requirement, see <http://www.uta.edu/records/services/meningitis-requirement.php>.

² UTA's University Catalog can be found at <http://catalog.uta.edu/>.

UNIVERSITY shall be deemed a “school official” with “legitimate educational interest” (as such term and phrase is defined in the Texas Education Code and FERPA) regarding access to any educational records hereunder. Under these guidelines, it is understood and agreed that in order to perform all services as stipulated in this instructional agreement, it will be necessary for CITYLAB and UNIVERSITY to review and be provided access to the “educational records” of students for whom CITYLAB and UNIVERSITY provides educational services. CITYLAB and UNIVERSITY agree to maintain the confidentiality of any and all educational records of students enrolled in the pilot program that are disclosed to, or reviewed by, the SCHOOL DISTRICT, CITYLAB or UNIVERSITY in accordance with federal and state laws.

AWARDING OF CREDIT

The UNIVERSITY will award credit for completed courses that have been approved and appear in the CAPP Architecture Academy Dual Credit Course Articulation Matrix (Attachment A). These courses shall have been evaluated and approved through the official UNIVERSITY curriculum approval process in accordance with THECB requirements and TEA requirements for high school credit for college courses (19 TAC § 74.25) and shall be at a more advanced level than courses taught at the high school level.

COURSE CROSSWALK

Below is a course equivalency crosswalk method to equate high school courses with college courses, and identify the number of credits that may be earned for each course completed through the dual credit program:

College Course Title	College	College Credits	High School Course	High School Credit
Introduction to Architecture and Interior Design (ARCH 1301)	UTA	3	To be determined by the Dallas Independent School District	TBD
Design Communications I (ARCH 1341)	UTA	3	To be determined by the Dallas Independent School District	TBD

TUITION AND FEES

In consideration of participating in the pilot program under this Agreement, CAPP will cover the tuition associated with students enrolled in a three (3) credit hour course in the amount of \$150 (\$50 per semester hour) not to exceed a total of \$6,000 for the term of this Agreement. The UNIVERSITY will charge standard fees for admission applications (\$75) which will be paid by CITYLAB along with all textbook, transportation, and materials costs throughout the duration of this Agreement, unless there is a change to rates, an amendment to this Agreement is made, or a change in state regulations occur.

RECRUITMENT, SELECTION, AND ENROLLMENT OF STUDENTS

- (1) Student recruitment of CITYLAB eligible students will occur annually by CITYLAB.
- (2) The University will assist with enrollment and retention, as necessary, for all students who are
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qualified and wish to enroll in the CAPP Architecture Academy.

- (3) CITYLAB attendance policies will be followed as to high school and dual credit courses to meet TEA's average daily attendance (ADA) guidelines. UNIVERSITY attendance policies will be followed as to UNIVERSITY courses and instructor expectations.

INSTRUCTIONAL CALENDAR

- (1) The instruction of dual credit courses will be based on the CITYLAB ACADEMIC CALENDAR.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with the parties.

TRANSFERABILITY OF CREDIT

UNIVERSITY is a fully accredited institution and basic academic courses are transferable. However, since each university has its own policy regarding the transferability of courses, each student is strongly advised to check with the university to which he or she plans to attend if other than UNIVERSITY, to determine the transferability of the UNIVERSITY courses.

STUDENT SERVICES

Students enrolled in dual credit courses:

- (1) Will receive academic advising for course registration through the Program by CITYLAB.
- (2) High school students in dual credit courses will be provided the academic support services, including academic advising, library, and career planning available to UNIVERSITY students in general.
- (3) High School students in dual credit courses will have adequate library resources convenient for use at the site where the course is offered.
- (4) Students will be responsible for transportation to the location where dual credit courses are offered.

STATEWIDE DUAL CREDIT GOALS

In Accordance with and under the authority of Texas Education Agency House Bill 1638 as codified in Texas Education Code, Section 28.009 (b-1) and (b-2) the following are the goals of this dual credit agreement that align with the following statewide goals:

- (1) Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
 - (a) CITY LAB and CAPP Architecture Academy will disseminate to students and parents knowledge about the opportunities, benefits, and costs of this dual credit program through informational sessions.

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- (b) CITYLAB and CAPP A dual credit webpages will reflect the most current dual credit program information including enrollment and fee policies.
 - (c) Documentation summarizing collaboration and outreach efforts of CITYLAB and CAPP A will be readily available and posted.
- (2) Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
- (a) The CITYLAB and CAPP A dual credit program will enable qualified CITYLAB students to shorten their time to completion in CAPP A’s Bachelor of Science in Architecture and Bachelor of Science in Interior Design degree programs.
 - (b) Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
- (3) All dual credit students will receive academic and college readiness advising at CITYLAB with access to student support services to bridge them successfully into college course completion.
- (a) CITYLAB students enrolled in UNIVERSITY post-secondary education programs will be tracked through the UNIVERSITY’S data systems during their first year of enrollment.
- (4) The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
- (a) Course content and scheduled contact hours will adhere to all standards set by the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught, and grades assessed according to standard UNIVERSITY practices.
 - (b) CITYLAB shall provide instructor(s) who meet(s) CAPP A’s credentialed professor teaching requirements (i.e., meeting Southern Association of Colleges and Schools [SACSCOC] requirements to teach university level courses.
 - (c) Students enrolled in dual credit courses will be provided academic support services, including library resources, available to UNIVERSITY students in general.
 - (d) Student course performance and time to completion of CITYLAB students enrolled in CAPP A’s Bachelor of Science in Architecture and Bachelor of Science in Interior Design degree programs will be assessed and compared to other UNIVERSITY students in the same programs.

MEDIA AND PUBLIC RELATIONS

Media and public relations regarding the CAPP A Architecture Academy will be managed cooperatively, according to CITYLAB and UNIVERSITY protocols, and as appropriate under the particular circumstances.

JOINT PLANNING

The UNIVERSITY and CITYLAB will plan and schedule CAPP A Architecture Academy dual credit courses at least one semester in advance of offering the courses.

Each academic year, CITYLAB will submit a Letter of Continuation to the UNIVERSITY as confirmation to:

- (1) Continue with all terms listed in this Agreement, or
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- (2) Amend current terms of the Agreement prior to the start of the fall semester classes, which will require UNIVERSITY'S written agreement.

The UNIVERSITY and CITLAB will convene on a yearly basis to discuss and agree upon textbook selection and materials for courses delineated in Attachment A. The programs intent is to maintain adopted textbooks for a period of no less than three years.

The UNIVERSITY and CITYLAB will collaboratively design, implement, and assess the following program components:

- (1) Establishment of effective and efficient procedures to ensure state compliance with
 - (a) Attendance recording and reporting, and
 - (b) Student progress reports, and
 - (c) Dual credit add/drops, and
 - (d) Awarding of credit.

ROLES AND RESPONSIBILITIES

The UNIVERSITY and CITYLAB shall collaborate to ensure that the rigor, academic requirements and standards applicable to the Dual Credit Courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.

DUTIES OF THE UNIVERSITY

The UNIVERSITY'S duties shall include, but not be limited to, the following:

- (1) Provide CITYLAB with the curriculum for each of the dual credit classes,
- (2) Certify the CITYLAB instructor(s) meets academic and professional requirements to teach dual credit classes on the CITYLAB campus,
- (3) Provide CITYLAB grades and official transcripts after a student's completion of a UNIVERSITY course,
- (4) Assist students with the completion of admissions and registration procedures to the UNIVERSITY.

DUTIES OF THE SCHOOL DISTRICT

CITYLAB's duties shall include, but not be limited to, the following:

- (1) Provide a copy of CITYLAB's annual calendar and official grade reporting dates.
- (2) Collaborate with the UNIVERSITY to evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills (TEKS).
- (3) Coordinate and provide assistance to students regarding UNIVERSITY admissions, testing, advisement, and registration procedures.

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- (4) Provide documentation that students have demonstrated college readiness (TSI).
- (5) Screen students for supplementary requirements as established by CITYLAB.
- (6) Assign a district or campus contact person to assist with the coordination of duties related to this Agreement in matters such as:
 - (a) Student Texas Success Initiative (TSI) exemption records;
 - (b) Advising of students with completion of all required UNIVERSITY admissions documents;
 - (c) Assisting the UNIVERSITY with student orientation;
 - (d) Coordinating with the UNIVERSITY timely submissions of all required student documentation; and
 - (e) Serving as liaison to students, parents, high school personnel and UNIVERSITY personnel.

OTHER EXPENSES

CITYLAB is responsible for costs associated with instruction of the CAPP Architecture Academy curriculum, including costs of providing instruction, and any costs associated with the teaching location. The UNIVERSITY is responsible for costs arising from managing the CAPP Architecture Academy to ensure SACS compliance and that it meets SACSCOC requirements.

AGREEMENT

This document sets forth the entire instructional agreement with respect to the CAPP Architecture Academy dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by either party.

IMMUNITY AND LIMITS OF LIABILITY

The parties acknowledge that they are governmental entities subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of this Agreement. The parties agree that neither party will be responsible for the other party's acts of negligence that may arise in connection with this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

RIGHTS OF REVOCATION

Either party may terminate this Agreement by providing one hundred twenty (120) days' written notice to the other party. In the event that either party believes that another party has materially breached this Agreement, the non-breaching party shall give written notice of the alleged breach to the breaching party. The breaching party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching party. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their

coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the UNIVERSITY or CITYLAB, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

All notices and communications related to this agreement shall be addressed to the respective education administrators listed below:

Usamah Muhammad-Rodgers
Assistant Superintendent
Post-Secondary Partnerships and Programs
Dallas Independent School District
9400 North Central Expressway
Dallas, Texas 75231
(972) 925-4588
UMUHAMMAD-RODGERS@dallasisd.org

Dean Adrian Parr
College of Architecture, Planning & Public Affairs
The University of Texas at Arlington
Dallas, TX 76019-0108
(817) 272-9343
adrian.parr@uta.edu

TERM

This Agreement shall be in effect for a period of one (1) year beginning on July 1, 2020 and ending on June 30, 2021. Sixty (60) days before the end of the term, the parties may renew this Agreement for up to four (4) subsequent one (1) year terms as evidenced by a fully executed amendment including responsibility for continued payment of tuition and fees.

In witness thereof the Dallas Independent School District and The University of Texas at Arlington have executed this Agreement.

*****SIGNATURE PAGE FOLLOWS*****

THE UNIVERSITY TEXAS AT ARLINGTON

By: Teik C. Lim Teik C. Lim 5-11-2020
President, Ad Interim Date

DALLAS INDEPENDENT SCHOOL DISTRICT

By: Justin Henry 7/15/2020
Board President Date

ATTEST:

By: Karla Garcia 7/15/2020
Board Secretary Date

By: mcgowan, LETICIA D 5/13/2020
DALLAS ISD Attorney Date

Approved as to Form

APPROVED AS TO FORM BY
Shelby
SHELBY L. BOSEMAN
UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON

Shelby Boseman Digitally signed by
Shelby Boseman
Date: 2020.05.11
10:49:12 -05'00'



VENDOR DATA SHARING AGREEMENT

THIS AGREEMENT is entered into on this the ___ day of _____, ___ by and between The University of Texas at Arlington herein called "The University of Texas at Arlington" and the **Dallas Independent School District**, herein called "District" or "Dallas ISD" for the period _____ through _____. **The parties hereto agree as follows:**

1. The University of Texas at Arlington has entered into an Agreement with the District to provide the following services

explore a pilot program to provide high school students the opportunity to earn both university semester credit hours and high school course credit for classes in architecture while enrolled in a collaboratively (CITYLAB AND UNIVERSITY) designed CAPP Architecture Academy.

The Agreement is attached as Exhibit A. To complete the work required under the Agreement, The University of Texas at Arlington will require access to District data.

2. The release of District employee information must be in compliance with all applicable laws and regulations, including but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, 552.117.
3. The release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).
4. FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students' education records. The term "school official" includes contractors, consultants, volunteers, or other parties to whom an educational agency or institution has outsourced institutional services or provided that the outside party—
 - (1) Performs a District service or function for which the District would otherwise use employees;
 - (2) Is under the direct control of the District with respect to the use and maintenance of education records; and
 - (3) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).
5. Student Confidentiality. The Dallas ISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and

regulations, specifically the Family Educational Rights and Privacy Act (FERPA). The University of Texas at Arlington and its authorized representatives may only receive student information in compliance with the requirements and exceptions outlined in FERPA. The University of Texas at Arlington and its authorized representatives acknowledge that they must comply with said law and regulations and safeguard student information. The University of Texas at Arlington and its authorized representatives may not re-disclose the information to a third party without prior written consent from the Dallas ISD, the parent or eligible student. The University of Texas at Arlington and its authorized representatives must destroy any student information received from the Dallas Independent School District when no longer needed for the purposes listed in this Agreement or upon expiration of the term of the Agreement. Any extended use of the data must be specifically authorized in writing in advance of the expiration of the underlying Agreement and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which The University of Texas at Arlington protects its own confidential information.

6. Dallas ISD will provide the following information to the The University of Texas at Arlington :

High school course enrollment, test results, student GPA info, assessment data e.g. EOC, ACT, SAT, AP, TSIA. Also the student's name, date of birth, address, email, phone, and social security number.

6.1 Mitigation Required

Sensitive data that requires 128-bit AES encryption at REST and TLS 1.2 during transport	Non-sensitive data that does not require special encryption and are allowed to be stored and transported as Clear Text
High school course enrollment, test results, student GPA info, assessment data e.g. EOC, ACT, SAT, AP, TSIA. Also the student's name, date of birth, address, email, phone, and social security number.	

7. The University of Texas at Arlington acknowledges that the educational records and personally identifiable information from education records provided by the Dallas ISD may only be used to meet the purpose stated in this Agreement. If The University of Texas at Arlington desires to use the records or data obtained from the Dallas ISD to conduct further research not specifically authorized in the Agreement, the research proposal must be submitted to the District's Research Review Board for approval.

8. If The University of Texas at Arlington wants to conduct a survey of students, written permission must first be obtained from the District. The University of Texas at Arlington acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics:

1. Political affiliations
2. Mental and psychological problems potentially embarrassing to the student and his/her family;
3. Sex behavior and attitudes;
4. Illegal, anti-social, self-incriminating and demeaning behavior;
5. Critical appraisals of other individuals with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The protected categories may also be expanded by future amendments to the PPRA. Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

9. The University of Texas at Arlington must destroy all education records and any data derived from personally identifiable information or records when the information is no longer needed to fulfill the services being performed under the Agreement. The University of Texas at Arlington must provide the Dallas ISD with evidence of the destruction of the records in compliance with this Agreement. The destruction must occur within 30 days of the expiration of the underlying Agreement. The parties may agree to amend the Agreement to extend the time period if needed, but the Agreement must be in writing and include a time limit. The Dallas ISD will provide input on the specific time period for destruction based on the facts and circumstances surrounding the disclosure and Agreement. The destruction must be in accordance with the Dallas ISD's records retention policies and procedures. The Dallas ISD's records retention policy and procedures are located in Board Policy CPC (LOCAL) and CPC (REGULATION) located online at: <https://pol.tasb.org/Policy/Code/361?filter=CPC>. Dallas ISD policy does not mandate a specific methodology for destruction (overwriting, degaussing, or physical destruction), only that data must be rendered irrecoverable.
10. The University of Texas at Arlington designates the following individual or entity as an authorized representative: Teik C. Lim. The authorized representative has authority to bind the entity to the requirements of this agreement. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.

11. The University of Texas at Arlington must provide Dallas ISD with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the Dallas ISD) and unauthorized use, including limiting the use of personally identifiable information from education records to only authorized representatives with legitimate interests in the study. A copy of the The University of Texas at Arlington's confidentiality and privacy provisions are attached as "Exhibit B."

12. Approval to use the personally identifiable information from education records for one Agreement does not confer approval to use the data for another Agreement. The personally identifiable information from education records may only be used for the activities described in this Agreement.

13. The points of contact and data custodians (the individuals directly responsible for managing the data in question) are:

District: Jerome Kelanic, Chief Technology Officer, IT Administration

9400 N. Central Expy, Ste 1000, Dallas, TX 75231, (972) 925-5618

9400 N. Central Expy, Ste 1000, Dallas, TX 75231, (972) 925-5618

(NOTE: You will need to include name and contact information for both the District end-user department, District IT Department contact and Vendor)

Vendor: The University of Texas at Arlington

President, Ad Interim

14. The disclosure of personally identifiable information from education records to The University of Texas at Arlington is not an assignment of ownership of the personally identifiable information or records to The University of Texas at Arlington. The Dallas ISD retains ownership of all such records. Personally identifiable information from education records may only be redisclosed with the Dallas ISD's permission or in compliance with FERPA and its regulations.

15. The Dallas ISD maintains the right to conduct audits or otherwise monitor the The University of Texas at Arlington receiving personally identifiable information from education records to periodically affirm that the The University of Texas at Arlington has appropriate policies and procedures in place to protect the personally identifiable information from education records.

16. The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, The University of Texas at Arlington must alert Dr. Karmaveer Koonjbeary (kkoonjbeary@dallasisd.org), at Dallas ISD upon notification of the breach as soon as practical. In the event of a breach, The University of Texas at Arlington will follow the notification requirements outlined in Texas Business and Commercial Code, Section 521.053.

17. The University of Texas at Arlington shall defend and hold District harmless from all claims, indemnify, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, which arise as a result of The University of Texas at Arlington's failure to meet any of its obligations under this agreement.

18. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

By signing, I certify that I have read and agree with the terms of the Data Sharing Agreement and I am authorized to sign and execute on behalf of my institution.

Data Owner Department:

By: _____

Title: _____

Date: _____

Vendor :

The University of Texas at Arlington

[Vendor Name]

By: /s/ Teik C. Lim Teik C. Lim

Title: President, ad interim

Date: 5-11-2020

Technology Department:

Title: Chief Technology Officer, Dallas ISD

Date: _____

Information Security Department:

Reviewed :

Title : Executive Director
Information Security,
Dallas ISD

APPROVED AS TO FORM BY

[Signature]

SHELBY L. BOSEMAN
UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON

APPROVAL AS TO FORM FOR DALLAS ISD:

Leticia D. McGowan

Dallas ISD Legal Counsel

Date: _____

5/13/2020

**Shelby
Boseman**

Digitally signed by
Shelby Boseman
Date: 2020.05.11
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OFFICE OF LEGAL AFFAIRS

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Office of Legal Affairs » **UTA Legal and Privacy Notice**

UTA Legal and Privacy Notice

PURPOSE

The University of Texas at Arlington (UTA) is committed to ensuring the privacy and accuracy of your confidential information. This notice provides information regarding use of UTA's website and rights under the European Union General Data Protection Regulation ("GDPR").

SCOPE

UTA by and through its academic, research and administrative units and programs, owns, controls, operates and/or maintains websites under a number of domains (collectively, "UTA Web"). This Notice applies to all domains within the UTA Web.

REQUIRED LINK

Each Web application or site must contain a link for "Legal and Privacy Notice" that links to this Notice.

EXCEPTIONS

The UTA Web consists of hundreds of Web servers. Some servers hosted by UTA may adopt different privacy statements as their specific needs require. If a UTA department has a privacy statement that is different from this statement, that policy must be approved by the [Information Security Office](#) and [University Compliance Services](#). However, those sites cannot adopt a privacy statement that in any way supersedes federal or state regulations.

The UTA Web contains links to hundreds of external websites. The university is not responsible for the privacy practices or the content of the external websites we link to.

Information Gathered by UTA

UTA Web servers generate logs that may contain the following information:

- Internet address (IP address) of computer being used
- Web pages requested
- Referring Web page
- Browser used
- Date and Time
- Other web data collectively known as “web headers” or “http headers”
- UIN (unique person identifier for NetID-based services only)

The data is used in aggregate by IT custodians to tune the Web site for its efficiency and is not ordinarily associated with specific individuals. Raw data from the Web server logs is only shared with the custodian of each Web site. Summary reports produced from the logs help Web publishers determine what Web browsers and pages are most popular. For example, if the aggregate reports show a particular Web page is very popular or used more by freshmen than by seniors, publishers might use this information to customize the content of that page and make it easier to find.

THIRD-PARTY CONTENT

Some pages within the *uta.edu* domain may contain content that is served from external third parties. For example, a *uta.edu* Web site might include a graphic logo or a script from a third party.

Third party content in *uta.edu* is not limited to graphics, but this is the most frequent use. Examples of these third parties include social media sites like Facebook, Twitter, LinkedIn, YouTube, Flickr, etc. UTA does not transmit any information to these third parties as part of such requests. However, when you visit *uta.edu* pages that contain third party content, information such as your IP address, date, browser, and requested page are transmitted from your computer to that third party. UTA is not responsible for the privacy practices of these external third parties.

COOKIES

Cookies are small pieces of data stored by the Web browser. Cookies are often used to remember information about preferences and pages you have visited. For example, when you visit some sites on the Web you might see a "Welcome Back" message. The first time you visited the site a cookie was probably set on your computer; when you return, the cookie is read again. You can configure your Web browser to refuse to accept cookies, to disable cookies, and to remove cookies from your hard drive as needed.

UTA Web servers use cookies in the centralized authentication system called NetID that utilize Shibboleth or Active Directory Federated Services (ADFS). These cookies are used so you will not have to repeatedly enter user names and passwords when you go to different parts of the Web site. You are normally required to enter a UTA NetID or email address

when you request data about yourself or to ensure that you are a member of the University community. For example prospective students who want to check their admission status, or employees who want to look at their paystubs, must enter their UTA NetID so the system knows who is requesting the data. This login process uses Transport Layer Security (TLS) so the user name and password are encrypted between the Web browser and our Web server.

Some Web servers within UTA may also use cookies to retain user preference information. It is against university policy to share this information with external third parties.

WEB ANALYTICS

Some UTA websites use Web Analytics Services provided by various vendors like Google, Inc. Such vendors use cookies to collect information such as URLs, Internet domain and host names, browser software, and the date and time that the site is visited. This information is used to monitor the effectiveness of the website and to consider potential improvements to the website. The information is non-personal and is transmitted to and stored by vendors on their servers. UTA does not share any specific information about a particular user.

Please visit the following pages for more information on Google Analytics [terms of use](#) and Google's [privacy practices](#). To opt out of Google's data collection, read more about the [Google Analytics opt-out browser add-on](#).

SECURITY AND ACCURACY OF CONFIDENTIAL INFORMATION

UTA does its best to ensure that the personal information it collects is accurate. Users with a UTA NetID can check and update personal information such as their address and email address on UT Share (employees and certain affiliates) or MyMav (students).

Although no computer system is 100% secure, UTA has deployed extensive security measures to protect against the loss, misuse, or alteration of the information under our control.

E-COMMERCE

Several sites within UTA enable you to pay for products or services online with a credit card. Unless otherwise noted, these transactions are encrypted. It is university policy that confidential information you enter in the transaction is used only for the purposes described in that transaction, unless an additional use is specifically stated on that site.

SHARING OF INFORMATION

UTA does not share your personal information with third parties except:

- As required/permitted by law;
- As necessary to protect University interests; and/or

- With service providers acting on UTA's behalf who have agreed to protect the confidentiality of the data;
- As necessary to further UTA research efforts pursuant to approvals from appropriate data stewards and the IRB.

PUBLIC FORUMS

UTA makes some public chat rooms, forums, message boards, and news groups available to its users. The University does not ordinarily log public chat sessions, however, any information that is disclosed in these areas becomes public information and you should therefore exercise caution when deciding to disclose your confidential information in such places. Academic chat sessions and discussion forums, such as those in Blackboard, may be logged. However, these educational records are protected from disclosure by FERPA.

TEXAS PUBLIC INFORMATION ACT

Except for educational records governed by FERPA, all information collected from the UTA Web, including the summary server log information, emails sent to the Web site, and information collected from Web-based forms, may be subject to the Texas Public Information Act. The [Texas Public Information Act](#), with a few exceptions, gives you the right to be informed about the information that UTA collects about you. It also gives you the right to request a copy of that information, and to have the university correct any of that information that is wrong. You may request to receive and review any of that information, or request corrections to it, by contacting the University's Public Information Officer, Office of University Compliance and Legal Affairs, 701 S. Nedderman Drive, Arlington, TX 76019-0145 (email: publicrecords@uta.edu).

LEGAL NOTICE

Notwithstanding any language to the contrary, nothing contained herein constitutes nor is intended to constitute an offer, inducement, promise, or contract of any kind. The data contained herein is for informational purposes only and is not represented to be error free. Any links to non-UTA information are provided as a courtesy. They are not intended to nor do they constitute an endorsement by UTA of the linked materials.

COPYRIGHT

Pursuant to 17 U.S.C. Sec 512(c)(2), notice of claims of copyright infringement should be directed to publicrecords@uta.edu.

QUESTIONS

If you have questions about this Notice or you believe that your personal information has been released without your consent send email to security@uta.edu.

EUROPEAN UNION GENERAL DATA PROTECTION REGULATIONS

The University of Texas at Arlington ("UTA") is committed to safeguarding the privacy of personal data. This Privacy Notice outlines the collection, use, and disclosure of personal information provided to the University by prospective students, students, employee applicants, employees, alumni, and research subjects. When information is submitted to UTA, or you use the University's websites and other services, you consent to the collection, use, and disclosure of that information as described in this Privacy Notice.

1. University Use of Information

In General

UTA uses Information and Sensitive Information to conduct general demographic and statistical research to improve University programs. Sensitive Information is collected, processed and shared internally and externally, as necessary, applicable and appropriate, to identify appropriate support services or activities, provide reasonable accommodations, enforce University policies or comply with applicable laws. Finally, Information and Sensitive Information may be shared by UTA with third parties who have entered into contracts with the University to perform functions on behalf of the University, subject to the obligation of confidentiality and safeguarding from unauthorized disclosure.

Employee Applicants

UTA collects and processes Information and Sensitive Information from individuals who are applying to UTA for employment only as necessary in the exercise of the University's legitimate interests, functions and responsibilities as a public research higher education institution and employer under Texas and federal laws. UTA will use the details you provide on your application form, together with the supporting documents requested, additional details provided by any references. Information and Sensitive Information is collected from applicants and shared with internal and external parties to identify you; process your application; verify information, employment suitability and eligibility; communications with you; regulatory reporting; auditing; and other related University processes and functions.

Student Applicants and Students

UTA collects and processes Information and Sensitive Information from individuals who are applying for admission to UTA or are admitted students only as necessary in the exercise of the University's legitimate interests, functions and responsibilities as a public research higher education institution. Information is collected from students and shared with internal and external parties to register or enroll persons in the University, provide and administer housing to students, manage a student account, provide academic advising, develop and deliver education programs, track academic progress, analyze and improve education programs, recruitment, regulatory reporting, auditing, communicating, maintenance of accreditation, and other related University processes and functions.

Employees

UTA collects and processes Information and Sensitive Information from employees only as necessary in the exercise of the University's legitimate interests, functions and responsibilities as a public research higher education institution and employer under Texas and federal laws. The University will keep a record of the details employees provided on their application form, any supporting documents requested and additional details provided by any references and recorded following any interview process. We will maintain various administrative and financial records about their employment at UTA and use of the academic and non-academic facilities and services that UTA offers. Information and Sensitive Information is collected to assess suitability for a particular role or task; to support in implementing any accommodations; where relevant, to monitor, evaluate and support research and commercialization activity; to administer remuneration, payroll, pension and other standard employment functions; to administer HR-related processes, including those relating to performance/absence management, disciplinary issues and complaints/grievances; to provide access to facilities, services and staff benefits, and where appropriate to monitor use of such in accordance with University policies; for communications; to support training, health, safety, welfare and religious requirements; to compile statistics and conduct surveys and research for internal and statutory reporting purposes; to fulfil and monitor UTA responsibilities under equal access, right to work and public safety legislation; and to enable us to contact others in the event of an emergency.

Research Subjects

UTA also collects and processes Information and Sensitive Information from individuals who are research subjects in the exercise of scientific, historical research, or statistical purposes.

Retirees, Alumni, and Supporters

UTA collects and processes Information and Sensitive Information from individuals who are UTA alumni, its past, current and future supporters, whether donors, volunteers, participants in UTA membership groups, or attendees at UTA events only as necessary in the exercise of the University's legitimate interests, functions and responsibilities as a public research higher education institution under Texas and federal laws. Information and Sensitive Information is collected and shared with internal and external parties for communication purposes, surveys, providing services, solicitations, research, internal record keeping, and administrative purposes.

2. Definitions

Sensitive Information: For purposes of this Privacy Notice is defined as race, ethnic origin, religious or philosophical beliefs, health data, and sexual orientation.

Information: For purposes of this Privacy Notice is defined as any other information concerning a natural person that is created by or provided to UTA from or concerning prospective students, students, employee applicants, employees, and research subjects.

3. Third Party Use of Sensitive Information

In General

UTA may disclose your Sensitive Information and other Information as follows:

- **Archiving:** UTA may share your Information and Sensitive Information for archiving purposes in the public interest, and for historical research, and statistical purposes.
- **Consent:** UTA may disclose Sensitive Information and other Information if we have your consent to do so.
- **Emergency Circumstances:** UTA may share your Information, and Sensitive Information when necessary to protect your interests and you are physically or legally incapable of providing consent.
- **Employment Necessity:** UTA may share your Sensitive Information when necessary for administering employment or social security benefits in accordance with applicable law, subject to the imposition of appropriate safeguards to prevent further unauthorized disclosure.
- **Legal Obligation:** UTA may share your Information and Sensitive Information when the disclosure is required or permitted by international, federal, and state laws and regulations.
- **Performance of a Contract:** UTA may share your Information when necessary to administer a contract you have with the University.
- **Public Information:** UTA may share your Information and Sensitive Information if you have manifestly made it public.
- **Service Providers:** UTA uses third parties who have entered into a contract with the University to support the administration of University operations and policies. In such cases, UTA shares your Information with such third parties subject to the imposition of appropriate safeguards to prevent further unauthorized disclosure.
- **State and Federal Agencies:** UTA may share your Information and Sensitive Information with federal and state agencies and departments, police and law enforcement agencies, and accrediting agencies.
- **University Affiliated Programs:** UTA may share your Information with parties that are affiliated with the University for the purpose of contacting you about goods, services, academic experiences, charitable giving or experiences that may be of interest to you.
- **The University of Texas System:** UTA may share Information and Sensitive Information with the UT System as reasonably requested and necessary to comply with Regents Rules, System Policies, System Initiatives, investigations, and inquiries.
- **De-Identified and Aggregate Information:** UTA may use and disclose Information in de-identified or aggregate form without limitation.

Other than as set forth above, UTA will not normally publish or disclose any personal information about you to other external enquirers or organizations unless you have requested it or consented to it, or unless it is in your vital interests to do so (e.g. in an emergency situation).

4. Security

UTA implements appropriate technical and organizational security measures to protect your information when you transmit it to UTA and when UTA stores it on its information technology systems.

5. Cookies and Other Technology

The University's use of cookies and other data from information technology can be located above.

6. Retention and Destruction of Your Information

Your information will be retained by the University in accordance with applicable federal laws, and the applicable retention periods in the Record Retention Schedule adopted by UTA. Your information will be destroyed upon your request unless applicable law requires destruction after the expiration of an applicable retention period. The manner of destruction will be appropriate to preserve and ensure the confidentiality of your information given the level of sensitivity, value and criticality to the University.

7. Your Rights

You have the right to request access to, a copy of, rectification, restriction in the use of, or erasure of your information in accordance with all applicable laws. The erasure of your information will be subject to the retention periods of applicable federal and state law and UTA's Record Retention Schedule. If you have provided consent to the use of your information, you have the right to withdraw consent without affecting the lawfulness of the University's use of the information prior to receipt of your request.

Students may exercise these rights by accessing their student account on MyMav using their login credentials, or by contacting the University's Registrar, Nichole Mancone Fisher, at nichole.manconefisher@uta.edu. Applicants for employment and employees may exercise these rights by contacting the Office of Human Resources at Raymond.vigil@uta.edu.

Information created in the European Union will be transferred out of the European Union to the University. If you feel the University has not complied with applicable foreign laws regulating such information, you have the right to file a complaint with the appropriate supervisory authority in the European Union.

8. Updates to This Notice

This Notice was published May 25, 2018. UTA may update or change this notice at any time. Your continued use of the University's website and third party applications after any such change indicates your acceptance of these changes.

Davis Hall, Suite 241 • 701 S. Nedderman Dr. • Arlington, TX 76019
817-272-2142 (voice) • 817-272-3006 (fax)

RELATED LINKS

[About the General Data Protection Regulation \(GDPR\)](#)



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