

## Attachment E: Sample Data Sharing Agreement

### **Data Sharing Agreement between the Wilson Sheehan Lab for Economic Opportunities, Community College, Service Provider, and Catholic Charities Fort Worth**

The University of Notre Dame's Wilson Sheehan Lab for Economic Opportunities (LEO) will conduct a research study of the *Stay the Course*<sup>TM</sup> program at Community College, and the program will be implemented by Service Provider. The research study will employ a randomized control trial (RCT) to analyze outcomes among students who participated in *Stay the Course*<sup>TM</sup>. The study will provide evidence regarding the effects of *Stay the Course*<sup>TM</sup> on student retention and completion rates.

To assist LEO in conducting the study, Community College will provide LEO and Service provider with data as specified in this Agreement, herein so called. This Agreement describes the data that Community College will provide to LEO and Service Provider, when and how frequently Community College will provide it, how Community College will securely transfer the data to LEO and Service Provider, and how LEO and Service Provider will keep the data secure and confidential once it is received.

### **Data Sharing between Community College and LEO**

#### **Students Included in Data**

When sending data to LEO, Community College will provide data on students who meet the following eligibility criteria:

- Pursuing a degree or transfer
- Non dual credit
- Non early high school

The college will exclude data on students who are co-enrolled in high school and Community College during the period covered by the data. Community College will also exclude data on students who are under the 18 years if age at the time of data collection. Community College will not include data for students who fall into one or both of the excluded groups.<sup>1</sup>

#### **Data Provided to LEO**

##### *Enrollment and Recruiting*

Following the end of each semester's class registration and census day, Community College will provide LEO with a limited dataset on students who meet the eligibility criteria described above. LEO will use the data to screen for additional eligibility criteria and run balancing tests on observable characteristics. The following variables will be included in this dataset:

- Student ID
- Age/Birth Date
- First Name
- Last Name
- Address (Street, City, State, Zip)
- Home Phone
- Term
- Email Address

---

<sup>1</sup> FERPA allows Community College to disclose student data to research organization such as LEO that are conducting research on behalf of the college. Separately, FERPA also requires colleges to provide students with the opportunity to "opt-out" of the disclosure of their directory information to third parties. The ability of colleges to disclose student data to research organizations under FERPA is separate from and unaffected by individual student's decision to opt out of the disclosure of their directory information. Therefore, Community College will disclose the student data described in the preceding section to LEO regardless of whether students have requested that their directory information not be disclosed.

## Attachment E: Sample Data Sharing Agreement

- Ethnicity
- Campus Name
- Student Intent
- Gender
- GPA
- Hours completed at Community College
- Transfer Hours
- Hours enrolled for the upcoming semester
- High school exit assessments passed
- Total credit hours completed

In addition to using these variables as baseline indicators, LEO will filter students in accordance with remaining eligibility criteria. Students must enter with a GPA above 2.0 or be new to Community College, be enrolled in at least 6 credit-hours for the upcoming semester, have passed at least one high school exit assessment (if there exists a high school exit exam in the state), have accumulated 30 or fewer hours at Community College and 100 or fewer lifetime credit hours.

### *Income Eligibility Requirements*

Additionally, students will need to meet the following income requirements in order to be considered eligible for the *Stay the Course*<sup>™</sup> program:

- Pell eligible or fall below 200% of the poverty line (based on reported family income and family size)

Community College will provide the following data flags to help Service Provider determine income eligibility.

- Flag (yes/no) whether student is Pell-eligible
- Flag (yes/no) whether student is at or below 200% of the federal poverty line (based on reported family income and family size)

### *Community College Outcomes*

Following the completion of each semester, Community College will provide LEO with semester outcomes for all students enrolled in the study. The following variables will be included in this dataset:

- Student ID
- Term GPA
- Cumulative GPA
- Grade
- Campus Name
- Credit Type
- Semester Hours
- Enrollment Status

### *National Student Clearing House Outcomes*

At the start of each semester, Community College will put in a request on LEO's behalf to the National Student Clearing House for additional outcomes. The following variables will be included in this dataset:

- Student ID (Requester Return Field)
- Record Found Y/N
- College Name
- 2-year/4-year
- Public/Private
- Enrollment Begin
- Enrollment End
- Graduated?
- Graduation Date
- Degree Title
- Degree Major
- College Sequence

### **Data File Structure and Format**

Community College will upload data files to the established Dropbox account shared with LEO in a comma delimited .csv format. Files will be password protected. When uploading data, Community College will include all data fields, formats and column headings previously sent to LEO.

## Attachment E: Sample Data Sharing Agreement

Community College will link all data files shared with LEO to one or more academic terms. This can be accomplished by creating separate files and naming them according to their terms.

### **Data Transfer Schedule**

Community College will provide eligibility data and outcomes data to LEO four times throughout each semester. The first data transfer will include the enrollment variables described above and will occur just after the class registration deadline. The second data transfer will include the updated version of the same enrollment variables and will occur just after the semester's census date. The third data transfer will include the National Student Clearing House variables described above and will occur after colleges nationwide have had substantial time to submit their data to the clearinghouse. The fourth data transfer will include the Community College outcome variables described above and will occur after final grades have been recorded.

The table below lays out approximate dates around which Community College will provide these data to LEO. LEO will make a new request to Community College in advance of each date. The exact transfer date will depend on the date of LEO's request and the work schedule of the Office of Institutional Intelligence and Research (IIR).

<b>Data Type</b>	<b>Approximate Date of Transfer to LEO</b>	
	<b>Fall Data</b>	<b>Spring Data</b>
<i>Enrollment and Recruiting Eligibility after Registration Deadline</i>	August XX	January XX
<i>Enrollment and Recruiting Eligibility after Census Date</i>	September XX	February XX
<i>Community College Outcomes</i>	January XX	May XX
<i>National Student Clearing House Outcomes</i>	December XX	May XX

### *Time Period Covered by Agreement*

Community College will provide the above data to LEO upon request through the end of 20XX. LEO and Community College may agree to extend the duration of this Agreement to cover additional data deliveries.

### **Data Transfer Procedures**

To ensure that data files are transferred securely, files will be password protected and uploaded to a secure Dropbox account.

### **LEO Data Security**

All data related to the Project will be encrypted at rest and in transit on University of Notre Dame information technology systems. LEO shall protect the Participant Data, and all derivative or successor compilations or datasets of the Data that LEO derives, prepares, or assembles from the Data, by utilizing encryption practices no less effective than the encryption practices used to protect similar information in its possession.

All data LEO receives from Community College will be stored in an encrypted drive mounted on LEO's cloud storage system. Files stored on this encrypted drive are protected by AES-256 and RSA encryption algorithms, and may only be accessed by an authenticated user armed with the correct username and password. Only members of the research team will be granted access to the Participant Data. Access to the Data will be restricted to authorized personnel for the express purpose of performing official duties in connection with the intended use of the Data as defined in this DSA. All other employees of LEO, or contractors of LEO who will use or will have access to the data set, acknowledge their agreement to abide by

## Attachment E: Sample Data Sharing Agreement

the terms of this DSA. The Principal Investigator is responsible for making research staff aware of any data security protocols specified by this DSA regarding use of Participant Data.

Within one year of the conclusion of LEO's study, LEO will destroy all personally-identifiable student information received from Community College. LEO will retain the de-identified data files to conduct additional analyses if appropriate.

### **FERPA**

All parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. While in possession of FERPA records and data, only persons authorized to access the student data for the study will be granted access as required by FERPA.

Furthermore, data will be stored in a secure area as required by FERPA. All person authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

SAMPLE

## Attachment E: Sample Data Sharing Agreement

### Data Sharing Between LEO and Service Provider

LEO will conduct a research study of the *Stay the Course™* program at Community College. The research study will employ a randomized control trial (RCT) to analyze outcomes among students who participated in *Stay the Course™*. The study will provide evidence regarding the effects of *Stay the Course™* on student retention and completion rates.

To assist LEO in conducting the study, Service Provider will send invitations to students at Community College who may be eligible for the *Stay the Course™* program. In order to obtain contact information for eligible students, LEO will send Service provider the conditional list of students eligible for *Stay the Course™*, based on the list of student names and contact information that LEO receives from Community College. LEO will provide Service Provider with data as specified in this Agreement, herein so called. This Agreement describes the data that LEO will provide to Service Provider, when and how frequently LEO will provide it, how LEO will securely transfer the data to Service Provider and how Service Provider will keep the data secure and confidential once it is received.

#### **Data Provided to Service Provider**

##### *Enrollment and Recruiting*

Following receipt of the dataset from Community College of students that may be eligible for *Stay the Course™* and screening on additional available eligibility criteria, LEO will provide Service Provider with a dataset of contact information for students who meet the baseline eligibility criteria for the *Stay the Course™* program. The following variables will be included in this dataset:

- Student Name
- Student ID
- Student Address
- Student Phone
- Student E-mail

Service Provider will utilize the dataset to distribute invitations to potential eligible students that direct students to learn more about the program and express interest in *Stay the Course™* through the *Stay the Course™* enrollment website.

#### **Data File Structure and Format**

LEO will upload data files to the established Dropbox account shared with Service Provider in a comma delimited .csv format. Files will be password protected.

LEO will link all data files shared with Service Provider to one or more academic terms. This can be accomplished by creating separate files and naming them according to their terms.

#### **Data Transfer Schedule**

LEO will provide this data to Service Provider once at the beginning of each semester, after LEO receives the dataset from Community College and screens it based on additional eligibility criteria.

##### *Time Period Covered by Agreement*

## Attachment E: Sample Data Sharing Agreement

LEO will provide the above data to Service Provider through the end of 20XX. LEO and Service Provider may agree to extend the duration of this Agreement to cover additional data deliveries.

### **Data Transfer Procedures**

To ensure that data files are transferred securely, files will be password protected and uploaded to a secure Dropbox account.

### **Service Provider Data Security**

Insert Service Provider Data Security Procedures

### **FERPA**

All parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. While in possession of FERPA records and data, only persons authorized to access the student data for the study will be granted access as required by FERPA. Furthermore, data will be stored in a secure area as required by FERPA. All person authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

## Attachment E: Sample Data Sharing Agreement

### Data Sharing Agreement between LEO and Catholic Charities Fort Worth

To assist Service Provider in the enrollment process, Catholic Charities Fort Worth (CCFW) will have access to the master eligibility list provided by Community College to LEO. This data is described in Exhibit B under *Enrollment and Recruiting*, and contains the following variables:

- Student ID
- Age/Birth Date
- First Name
- Last Name
- Address (Street, City, State, Zip)
- Home Phone
- Term
- Email Address
- Ethnicity
- Campus Name
- Student Intent
- Gender
- GPA
- Hours completed at Community College
- Transfer Hours
- Hours enrolled for the upcoming semester
- High school exit assessments passed
- Total credit hours completed

Access to this data is necessary in order for CCFW to provide technical support to Service Provider and to confirm correct enrollment information for students who express interest in *Stay the Course™* via the program website.

#### **Data File Structure and Format**

LEO will upload data files to an established Dropbox account shared with CCFW in a comma delimited .csv format. Files will be password protected.

#### **CCFW Data Security**

Any data related to the Project that is stored on CCFW file share servers will be stored in an encrypted folder. Access to the data will be restricted to authorized personnel for the express purpose of performing official duties in connection with the intended use of the data as defined in this DSA. All other employees of CCFW, or contractors of CCFW who will use or will have access to the data set, acknowledge their agreement to

## Attachment E: Sample Data Sharing Agreement

abide by the terms of this DSA. The Program Manager and Director of Data Services are responsible for making *Stay the Course*<sup>™</sup> staff aware of any data security protocols specified by this DSA regarding use of Participant Data.

**Signature Blocks on Next Page**

SAMPLE