

Texas College Bridge: PARTICIPATION, DATA SHARING, &
REQUIREMENTS AGREEMENT
2020.21 Application for Texas College Bridge

Institution: _____

Date: _____

This Participation, Data Sharing and Requirements Agreement (“Agreement”) is entered into by the above named Institution, Commit and the Providers (each defined hereafter) in order for Institution to participate in the TEA’s Texas College Bridge program (“Program”) to aid and assist institutions supporting 2021 and 2022 high school graduates to demonstrate college readiness prior to enrolling in college for the Fall of 2021 and Fall of 2022. The Program is authorized by the Texas Education Agency, facilitated by Commit!2Dallas (“Commit”) in coordination with providers GreenLight Credentials, LLC and the NROC Project (GreenLight and NROC are hereinafter the “Providers”). Collectively, the Institution and the Providers are referred to as the “Parties.” This Agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher training, enrollment process, evaluation, and an academic records processing system that tracks and confers credits from coursework with the Providers. To complete the work required under the Agreement, the Program requires that the Providers have access to certain Institution student data and student education records. The Parties agree that these purposes serve a bona fide educational purpose and that Providers have a legitimate educational interest in the student information contemplated by this Agreement and in accordance with 34 C.F.R. § 99.31(a) and as further described below.

This Agreement is supplementary to any existing data sharing agreement or other related agreement between the Institution and entities described above. In the event of any conflict of provisions between this Agreement and any other existing data sharing agreement or related agreement between the Parties, this Agreement and its provisions shall control.

As part of the Program, students will set-up a Texas College Bridge eLocker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction. Students who did not test college ready in English and/or Math will be able to participate in and complete a personalized online program to demonstrate college readiness in the subject at issue.

Institution seeks to participate and agrees to the following terms and conditions for participation in the Program and entering into this Agreement:

- Section 1: Data Sharing
- Section 2: Program Requirements
- Section 3: NROC Terms of Use

By checking the above boxes and signing on this page, you are signing this Agreement and represent that you have authorization to do so on behalf of your Institution and agree to the terms in each of the sections above identified and detailed below.

Section 1: Data Sharing

1) Institution acknowledges that employee information must be shared in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.

2) Any release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations 34 C.F.R. § 99.1 et seq. and will be delivered to Providers solely to enable Institution's students and teachers to participate in the Texas College Bridge program.

3) 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 the institution has outsourced educational or institutional services, or where the outside party —

- (1) Performs an institution service or function for which the Institution would otherwise use employees;
- (2) Is under the direct control of the Institution 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).

The Institution designates the Providers, as well as the Texas Education Agency (and each of their respective authorized representatives) each as a "school official" with legitimate educational interests in students' education records provided pursuant to this Agreement and relating to participating in the Program.

4) Student Confidentiality. The Institution has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically FERPA. The Providers each acknowledge that they must comply with said law and regulations and safeguard student information. Other than to support the Texas College Bridge Program purposes and requirements, the Providers may not re-disclose the information to a third party without prior written consent from the Institution and/or the parent or eligible student.

5) Providers are expressly authorized to share aggregate Program data (not containing any personally identifiable information) with Commit, TEA, Texas Higher Education Coordinating Board (THECB), and Region 10 ESC. Accordingly, any publication or dissemination of Program data by Providers in this instance will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: (i) the student's name; (ii) the name of the student's parent or other family members; (iii) the address of the student or student's family; (iv) a personal identifier, such as the student's social security number, student number, or biometric record; (v) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (vii) information requested by a person who either Party reasonably believes knows the identity of the student to whom the education record relates. Providers are authorized to share all other student data with TEA.

6) Education records disclosed pursuant to this Agreement will be destroyed consistent with FERPA and the terms of this Agreement by permanently and irreversibly removing any personal identifiers from the records rendering the information no longer personally identifiable or usable. Providers must provide the Institution with evidence of the destruction of the records in compliance with this Agreement.

7) 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.

8) Data associated with students' accounts and subject to GreenLight's or NROC's separate Term of Use and Privacy agreements will be controlled by students consistent with FERPA and any applicable Texas consumer protection laws and other agreements between students and Providers

9) Providers may conduct survey of students within the context of the Program and acknowledge that all student surveys will be in compliance with the requirements of the Protection of Pupil rights Amendment (PPRA). Since Department of Education funding is used for the Summer Bridge program, written parental consent will be obtained before surveying a student in accordance with the PPRA.

10) The disclosure of personally identifiable information from education records under this Agreement is not an assignment of ownership of the personally identifiable information or records. The Institution retains custody and/or ownership of all such records. Personally identifiable information from education records may only be redisclosed pursuant to this Agreement, with the Institution's permission or otherwise in compliance with FERPA and its regulations. Institution is responsible for securing any parental or eligible student consent, as needed, but in releasing records to Providers, Institution represents that it has obtained any consent it has determined is necessary.

11) The Institution maintains the right to conduct audits or otherwise monitor Providers receiving student personally identifiable information from education records to periodically affirm that Providers have appropriate policies and procedures in place to protect the student personally identifiable information from education records.

12) The failure to comply with the requirements of FERPA will subject the responsible party to all allowable enforcement actions under state and federal law. If Providers become aware of a disclosure or security breach concerning any Institution data or student education records covered by this Agreement, Providers shall immediately notify the Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Providers shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the Institution's sole discretion, result in the Institution's immediately terminating this Agreement.

13) 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 electronically signing below, you are signing this Agreement electronically and represent that you have authorization to do so on behalf of the Institution. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and that you consent, on behalf of Institution, to be legally bound by this Agreement and any document referenced or linked herein as if actually signed by you in writing. You also represent that you are legally authorized to enter into this Agreement and that no certification authority or other third-party verification is necessary to validate your electronic signature.

Section 2: Program Requirements:

Commit2Dallas!, a Texas nonprofit corporation (Commit), is the lead organization, administrator and fiscal agent for the Texas Education Agency's (TEA) Texas College Bridge Project (TCB). In support of the TCB, is providing Institutions (statewide) with access to a platform to use in order to enable the secure, simple, instant sharing, and validation of aggregated student records associated with students participating in the TCB. It is expected that participating students will use their records for college admissions, internships, and job applications.

Institution desires to participate in the Texas College Bridge program. In order to support the Program, Institution acknowledges and commits to the following requirements and terms of service:

Institution Requirements

1. Eligible students from Institution will register for the program via GreenLight and will be seamlessly validated for NROC courses.
2. Institution will provide student roster data to GreenLight to facilitate and track student participation. Data will be sent to GreenLight in the specified CSV format. Academic data must be sent via TReX format. GreenLight will then generate unique enrollment codes for each student and send those codes back to the Institution to enable student registration in the TCB program. Students will be able to look up their own enrollment code on the GreenLightLocker.com website by providing identification attributes. Institution is responsible for and has a positive duty to review and validate data sent to GreenLight for accuracy and conformance to the schema prior to sending it to GreenLight. Nonconforming data will not be provisioned on the platform.
3. Institution will distribute and deliver enrollment codes to the students.
4. To satisfy admission, scholarship requirements and degree verification services, Institution shall appoint GreenLight as an authorized agent on behalf of the TCB project in order to send "official transcripts and academic records" to third parties authorized to receive such documents.
5. To the extent parental consent is required, Institution must collect parental consents prior to a student's participation the TCB project. It will be assumed that students identified by Institution to participate in the TCB project are eligible to do so. Institution must immediately notify Commit if any consents are revoked.
6. Institution will coordinate with Commit to enable student and teacher participation in the TCB project.
7. Institution authorizes Commit and its contractors to share and receive data with GreenLight, NROC, TEA, and other TCB service providers, subject to the goals and objectives associated the TCB project.
8. Greenlight Credentials' [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the GreenLight platform.

Institution and Student Benefits and Services:

1. Institution will receive proof of NROC course completion by their students and be able to access reports on students who have earned certificates or other forms of documentation illustrating course completion.
2. Students shall have control of their TCB records and those other official records associated with their GreenLight account.
3. Students records can be instantly verified and matched with educational and work-place opportunities such as scholarships, internships, certifications, and jobs.
4. Educational institutions may receive official program records and instantly verify them.
5. Participating educational institutions can work with scholarship providers and can connect with and enroll students that have the skills to attend their schools.
6. Employers can instantly verify program records and identify qualified candidates by matching skills and educational history to open positions.
7. All TCB academic program data will be stored on the GreenLight platform.
8. Institution will have access to a dashboard and analytics for reports of student course completion together with course registration with the program. The dashboard will also provide aggregate detail with which colleges and universities have received from students involved in the TCB project.
9. Institution will receive certificates earned by students in the TCB program.
10. Remote support will be provided to Institution to enable the secure transfer of school rosters, deploy enrollment codes, and provide operational and technical support.
11. Training will be provided to Institution and students through documentation and videos.
12. Technical support is available from 9am to 5pm Central Time.
13. Daily backup of system, daily backup of data, and 24/7 server monitoring in a dedicated data center environment.
14. Students will be enabled to store and share their program related data with third parties of their selection.

Section 3: Texas College Bridge NROC Terms of Use

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. Except where superseded by other terms of this agreement or Texas state law, NROC's [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the Texas College Bridge EdReady platform, as detailed below.

DEFINITION OF TERMS — THE NROC PROJECT

NROC: The NROC Project (Organization) is a California 501(c)3 organization providing educational content and tools to support education.

LICENSEE: An academic institution such as a public or private school, school system, district, state department of education, federal department of education, or non-profit educational institution (sometimes referred to in the Terms of Use as an Institutional Sponsor) who licenses or accesses the Texas College Bridge EdReady application for use with their students, staff and faculty. These institutions are obligated to protect User's privacy under the Family Educational Rights & Privacy Act of 1974 (FERPA), User data may only be used for legitimate educational and evaluation purposes.

USER: Any individual who accesses any NROC website whether via an institutional version or public version.

TEXAS COLLEGE BRIDGE EDREADY: An NROC-hosted application to assess student knowledge and provide access to educational resources.

NROC ASSETS: NROC LIBRARY: The NROC Library contains two types of collections which are hosted by NROC and may be available through the Texas College Bridge EdReady application.

The *NROC Permanent Collection* refers to all content that is copyrighted to The NROC Project (NROC), content that has been contributed for NROC distribution under a permanent license, and content made available under an "open license" (i.e. Creative Commons, GNU General Public License). Access to this content shall be available to licensee for the term defined in their agreement.

The *NROC Contributed Collection* refers to all content made available under a Content Distribution Agreement with the copyright owner for a defined period of time. Access to this content shall be available to licensee for the period defined in the Content Distribution Agreement, which may vary by content. Access to this content cannot be guaranteed past the end date of the Content Distribution Agreement. More information can be found at: <https://nrocnetwork.org/resources/downloads/nroc-collections/>.

TERMS OF USE

Texas College Bridge EdReady Grant of Rights: The NROC Project (the Organization) hereby grants to Licensee the non-exclusive right and license to make available the Texas College Bridge EdReady application to Licensee's enrolled students subject to the following restrictions: (a) Licensee agrees that they will access, store, and utilize all student data within the application according to institutional regulations and legal obligations. (b) Organization agrees to store these data on Licensee's behalf as long as the account remains active. (c) All data generated by the application shall be the property of the User but the User, via the EdReady application terms of use (<http://content.nroc.org/license/license.html#ERyourdata>), grants the Licensee (Institutional Sponsor) the right to access, store, and utilize those data according to institutional regulations and legal obligations.

Privacy. Organization believes that User data privacy rights are important. The complete NROC User Data Privacy Policy can be found at <http://content.nroc.org/license/license.html#privacy> and is incorporated herein by reference. The complete terms and conditions (<http://content.nroc.org/license/license.html>), together with the NROC Privacy Policy, Digital Millennium Copyright Act (DMCA) Statement, and such other documents referenced or incorporated therein, constitute the Terms of Use that govern a User's use of any NROC-owned sites.

NROC Asset Changes. Organization reserves the right to change, alter, revise, discontinue or add content to the NROC Assets at any time during the term of the Agreement.

NROC Asset Disclaimer. Licensee agrees that use of the NROC Assets is at Licensee's sole risk. Except for the express warranties set forth in the Warranty section of the Agreement, the NROC Assets are provided "AS IS" and "WITH ALL FAULTS" and without implied or express warranties or representations of any kind such as but not limited to uninterrupted use, accuracy, usefulness, fitness for the intended purpose, free of errors, or free of viruses or harmful components.

Intellectual Property. All ownership, copyrights, trademarks and other rights in the NROC Assets ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall

remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties shall belong to the Organization or its licensors. Licensee shall not in any way alter or remove copyright information from any NROC Asset. Licensee shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Assets or any reference to the NROC Assets. If Licensee's use of the Intellectual Property is improper, Licensee will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Licensee's products and services utilizing the Intellectual Property under this Agreement.

Warranty. The Organization warrants that it owns and/or has all the necessary rights to license the NROC Assets to Licensee in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Assets. Except for the foregoing, Licensee agrees that the NROC Assets are delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Licensee acknowledges that Organization does not own or control all content available at our websites and therefore cannot warrant or guarantee that any product, service, or materials offered on our websites will be suitable for Licensee or Licensee's enrolled students. Licensees access and use our websites entirely at their own risk. Licensee acknowledges and agrees that under no circumstances will Organization be responsible or liable in any way for any claims, losses, damages, or injuries of any kind incurred by Licensee as a result of Licensee's use of or reliance upon any product, service or materials offered on our websites. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Assets delivered to Licensee under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Licensee for the NROC Asset whose license, use, or other employment gives rise to the liability.