

Memorandum of Understanding
By and Between the Texas Education Agency and SUL ROSS STATE UNIVERSITY

This agreement is entered into by the Texas Education Agency (TEA) and **SUL ROSS STATE UNIVERSITY** (Test Center) for the purpose of TEA granting Test Center access to Certificate of High School Equivalency test taker data. This data is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and shall only be used by Test Center staff under the limited circumstances described below.

I. TEST CENTER SHALL:

- a) Require all employees to comply with all applicable provisions of FERPA with respect to the data accessed under this agreement. Test Center agrees to require and maintain an appropriate confidentiality agreement from each employee with access to data pursuant to this agreement.
- b) Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce, or transmit this data except as necessary to fulfill the purpose of a TEA-approved request.
- c) Securely destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes Test Center to maintain data beyond the time period reasonably needed to complete the purpose of the request.
- d) Ensure that any student data in the custody of Test Center is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Test Center in accordance with this MOU. Test Center must maintain a record documenting the removal and completion of all sanitization procedures and provide to TEA documentation if requested that the sanitization has been completed.

II. DATA REQUESTS:

- a) All requests for access to test taker data shall include a statement of the purpose for which access is requested. See "Permissible Uses of Test Taker Data" below. Data requests must be submitted by electronic mail to txchse@tea.texas.gov.
- b) Under no circumstances may Test Center transfer test taker data to a third party without prior written consent from the test taker and TEA. Written consent must be kept on file by Test Center.
- c) The TEA may decline to comply with a request if it determines that providing the data in the manner requested would violate FERPA and/or would not be in the best interest of current or former test takers.

III. PERMISSIBLE USES OF TEST TAKER DATA:

- a) The Test Center may be granted access to TEA's database, and/or other applications provided by the exam vendor. With prior written consent of the test taker, the following are permissible uses of test taker data authorized by this agreement:
 - i) Researching test taker records that are not readily available at www.txchse.com at the direct written request of the test taker;

- ii) Creating contact lists of test takers that have earned their credential for invitations to graduation ceremonies;
 - iii) Creating contact lists of test takers that have earned their credential to offer additional educational services; and
 - iv) Creating contact lists of test takers that have not completed testing to offer additional preparation services.
- b) Test Center may create graphs and/or charts for evaluation of passing rates, demographics, etc. However, Test Center must comply with TEA's masked data policy for personally identifiable information and mask datasets representing fewer than five test takers.
 - c) The ability to access, use, or maintain data under this agreement shall not under any circumstances transfer from Test Center to any other department, institution, or entity, unless the test taker has provided the test center prior written consent for the specified use.

- IV. TERM: This agreement takes effect upon signature by the authorized representative of each party and will remain in effect until cancelled by either party. The parties further understand that the TEA may cancel this agreement at any time for reasonable cause. Notice of such cancellation shall be sent or otherwise delivered to the persons signing this agreement. The TEA specifically reserves the right to immediately cancel this agreement upon discovery of non-compliance with any applicable federal or state laws, rules or regulations. In the event of immediate cancellation, a notice specifying the reasons for cancellation shall be sent as soon as possible after the cancellation to the persons signing the agreement.
- V. ASSIGNMENT OF RIGHTS: Neither this agreement, nor any rights, duties, nor obligations described herein shall be assigned by Test Center.

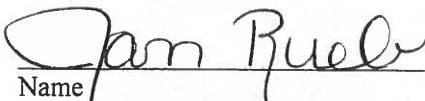
Entered into by

 Stacy Avery
 Texas Certificate of High School Equivalency State Administrator
 Texas Education Agency

 Date

 Shirley Beaulieu
 Chief Financial Officer
 Texas Education Agency

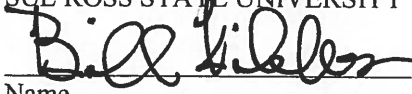
 Date



 Name
 Senior Test Administrator
 SUL ROSS STATE UNIVERSITY

12-9-16

 Date



 Name
 Chief Administrative Officer
 SUL ROSS STATE UNIVERSITY

12/12/16

 Date