

FISCAL YEAR 2016 (July 1, 2016-June 30, 2017) COLLECTIVE IMPACT AGREEMENT

This Fiscal Year 2016 Collective Impact Agreement (this “**Agreement**”) is by and between United Way of Salt Lake, located at 257 E 200 S, Suite 300, Salt Lake City, Utah 84111 (“**UWSL**”), and Granite School District located at 2500 S State Street, Salt Lake City, UT 84115 (“**Partner**,” and together with UWSL, each a “**Party**” and collectively the “**Parties**”), and is effective from July 1, 2016 through June 30, 2017 (the “**Term**”).

RECITALS

WHEREAS, UWSL has made a promise to change the odds so that all children and their families, regardless of their circumstances, have the same chance to succeed in school and in life..

WHEREAS, UWSL has joined with other “partners”, including educational and community groups, health care providers and religious, charitable and government organizations, to form seven Promise Partnerships in specific neighborhoods and communities in the State of Utah (each, a “**Promise Partnership**”) in order to combine efforts and offer services to participants within a Promise Partnership community, a “**Client**”).

WHEREAS, Partner desires to become a partner in each Promise Partnership set forth on Schedule I hereto.

WHEREAS, Partner desires to obtain certain resources from UWSL during the Term, in accordance with terms and conditions of this Agreement.

WHEREAS, UWSL desires to provide certain resources to Partner during the Term, in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I – RESOURCES

1. UWSL shall provide the following resources (collectively, the “**Resources**”) to Partner during the Term:

- 1.1. A Collective Impact Grant in the amount of \$207,400 (the “**Grant**”), to be used as detailed below:
  - 1.1.1. \$90,000 for Mental and Behavioral Health (Cambia program -Department of Social Work)
  - 1.1.2. \$5,000 for Parent Engagement at Lincoln Elementary
  - 1.1.3. \$5,000 for Parent Engagement at Oquirrh Hills
  - 1.1.4. \$21,000 for Preschool/Early Learning at Hser Ner Moo (Preschool Department)
  - 1.1.5. \$86,400 for Latinos in Action (College and Career Readiness Department)

The Grant, unless otherwise specified herein, is payable in twelve (12) monthly installments during the Term (each, a “**Grant Payment**”), with such Grant Payments to be paid to Partner on or near the 15th day of each month, based on the availability of funds.

- 1.2. A license for each individual identified by Partner on Schedule II hereto (each, an “**Authorized User**”) to use, and support for, a database driven web-based software solution designed for the uniform collection, entry, storage, transmission, management and use of data (“**ETO**”).
  - 1.3. A Community School Director (the “**CS Director**”) will be employed and remunerated by UWSL and will be under the direct supervision of UWSL and a Director of Community School Partnerships (the “**SP Director**”) with support, workspace located at Partner’s site, and guidance provided by Partner. The Community School Principal will co-lead with the SP Director in the recruitment, interviewing, selection, onboarding, and termination as needed of the CS Director.
  - 1.4. A Promise Partnership Data Analyst (the “**Data Analyst**”) will be hired and remunerated by UWSL and will be under the direct supervision of UWSL and the UWSL Data Operations Director (the “**Operations Director**”) with support and workspace located at Partner’s site.
2. The provision of the Resources during the Term are contingent on (a) Partner’s performance of its obligations under this Agreement; (b) UWSL’s ability to successfully raise additional monies to fund the Grant with the relevant Promise Partnerships, and (c) UWSL’s determination that the particular strategy supported by the Resources is resulting in adequate progress toward the specific objectives (the “**Partnership Objectives**”) set forth in each relevant (i) Common Agenda (each, a “**Common Agenda**”), (ii) School Improvement Plan, if applicable, and/or (iii) Partnership Continuous Improvement Plan.

## ARTICLE II - PERFORMANCE OBLIGATIONS

1. Use of Resources. Partner shall use the Resources for the sole purpose of implementing strategies to achieve the Partnership Objectives for each relevant Promise Partnership. Partner shall only use Grant funds awarded under this Agreement for the purposes described in a budget approved by UWSL for the Term (the “**Grant Budget**”), provided that Partner may alter the budget with UWSL’s written approval in their sole and absolute discretion.

2. Data Privacy. The Parties shall abide by and be fully bound by all of the terms, conditions and practices set forth in Appendix A attached hereto (the “**Data Sharing Terms and Conditions**”) and in Appendix B attached hereto (the “**ETO Partner Data Privacy Terms and Conditions**”).
3. Community School Director. The Parties shall abide by and be fully bound by all of the terms and conditions set forth in Appendix C attached hereto (the “**Community School Director Terms and Conditions**”).
4. Data Analyst. The Parties shall abide by and be fully bound by all of the terms and conditions set forth in Appendix D attached hereto (the “**Data Analyst Terms and Conditions**”).]
5. UWSL is prioritizing in a series of learning events during the Term. Upon invitation from UWSL, partner agrees to identify staff members who will benefit from each learning event described below and to support the full participation of those staff members in each event:
  - 5.1. **All Funded Partner Meetings**. Partner will appoint the leader of their organization to attend (1) all funded partner meetings hosted by UWSL, together with other members of their team who have roles to play around results accountability and (2) one-on-one funded partner meetings with UWSL. Partner will work with UWSL in these meetings to set realistic goals to be completed by the end of the Term related to results accountability.
  - 5.2. **Practicum on Results-Based Facilitation**. Participants will practice skills related to meeting facilitation. Coaches will provide real-time feedback. Partner will work with UWSL to identify which Partner staff members should attend and ensure that attendees complete specific assignments before and after the event. Participants will be able to choose from at least three date options.
  - 5.3. **Practicum on Plan-Do-Study-Act**. Participants will study a scenario from our partnership work and work with a team to design and test and improvement interventions. Partner will work with UWSL to identify which Partner staff members should attend and ensure that attendees complete specific assignments before and after the event. Participants will be able to choose from at least three date options.
  - 5.4. Partner will appoint the leader of their organization to attend other reasonable practicums and events coordinated by UWSL, together with other members of their team to work within the Collective Impact partnerships.
6. Collective Impact.
  - 6.1. Common Agenda, School Improvement Plan as applicable, and/or Partnership Continuous Improvement Plans and Goals: The Parties will work together with and on behalf of the children and families in each relevant Promise Partnership to achieve the relevant Partnership Objectives.
  - 6.2. Mutually Reinforcing Community-Level Strategies: The Parties will develop, implement and adapt plans (called “Continuous Improvement Plans” and/or “School Improvement Plans,” as

applicable) that align organizations, programs, community assets, volunteers and other resources into a comprehensive, mutually reinforcing strategy to advance toward measurable outcomes listed in each relevant Common Agenda. The Parties will collaborate in the identification of and implementation of promising practices, innovations, and evidence-based strategies, as determined by each relevant Promise Partnership.

6.3. Shared Accountability, Data Collection and Reporting:

6.3.1. The Parties will collaborate with the partners in each Promise Partnership noted in Schedule I (the “**Partners**”) in the implementation of ETO and/or another appropriate data management system, enabling the Partners to target interventions and strategies in a way that ensures maximum impact.

6.3.2. The Partner will, by December 31, 2016, work with UWSL to:

6.3.2.1. Identify a geography and a set of population-level outcomes and indicators for which it can share accountability. UWSL will provide summaries at least annually to Partner of the historical and current status of those outcomes and indicators.

6.3.2.2. Identify a set of performance measures for which it can capture data, share that data with UWSL, and use that data for continuous improvement purposes. The data will answer three questions: How much did we do? How well did we do it? Is anyone better off?

6.3.2.3. Establish a schedule for meeting with UWSL and/or with UWSL and other partners to review the status of the population-level outcomes and the program-level performance measures, for the purpose of using that data to improve outcomes.

6.4. Communication: The Parties agree to actively participate in the planning, coordination, and implementation of activities related to the Partnership Objectives of each Promise Partnership noted in Schedule I, including regular meetings, phone consultations, email communications, and utilization of online tools for sharing information. The Parties also agree to provide immediate and constructive feedback to UWSL and to the Partners related to challenges or concerns.

7. Annual Survey and FERPA Waiver Coordination.

7.1. If Partner is a school/school district, Partner shall include in the registration or back to school packet of each school in a Promise Partnership (i) an annual survey (an “**Annual Survey**”), provided by UWSL; and (ii) A FERPA Waiver (as defined in Appendix A and attached hereto as **Exhibit 1**).

7.2. If Partner is not a school/school district, Partner shall include a FERPA Waiver in program registration packets that they distribute in the relevant Promise Partnerships and use other

reasonable methods in distributing and collecting FERPA Waivers from Clients, using talking points and the process attached hereto in **Exhibit 2**. Partner will provide, as requested by UWSL, copies or originals of signed FERPA waivers to UWSL, for the purpose of auditing. Partner will store FERPA waivers in a secure location on site and regularly submit to UWSL information on students for which they have secured FERPA waivers

7.3. Partner will inform UWSL in writing if opportunities set forth in this subsection 7 cannot reasonably be executed.

8. Marketing, Fundraising and Volunteer Engagement.

8.1. Marketing/Branding. Partner shall identify partnership infrastructure and activities – including the Community School or Neighborhood Center and related programs and strategies – as part of the Promise Partnership network (with local identification by community) by using agreed upon “Promise” branding toolkit resources where appropriate. In addition, Partner shall:

8.1.1. Use consistent language and talking points when describing Promise Partnerships (including the backbone role of UWSL and the roles of the other Partners in the relevant Promise Partnerships) to parents, students, donors, the media, and other stakeholder groups.

8.1.2. When appropriate, increase the visibility of the relevant Promise Partnerships (including UWSL and the other Promise Partners) in order to enhance public awareness and to build broader donor, parent, volunteer, and advocacy engagement. Such strategies include displaying signage that acknowledges UWSL and other Promise Partners; acknowledging and identifying UWSL and other Promise Partners on Partner’s website, buildings, publications, and other places where partners are listed; wearing LIVE UNITED t-shirts when they are provided by UWSL; writing blogspots for the UWSL blog; and using UWSL’s logo and following UWSL’s branding guidelines in all appropriate materials related to the strategies supported by the resources included in Article 1 above.

8.2. Fundraising and Resource Development from Entities Other than UWSL. The Parties recognize that UWSL has limited financial resources and that its first obligations are to the Collective Impact grants that are given to partners annually and non-competitively. They also recognize that UWSL’s primary role is as a convener and problem solver, rather than a fund distributor. Given the limitations of UWSL’s financial resources, the Parties agree to work together to secure financial resources apart from and in addition to UWSL Resources for the relevant Promise Partnerships, including:

8.2.1. **Joint grant seeking, grant submission, and reporting coordination.** The parties recognize that, for conditions of well-being to change in Promise Partnerships, Partners must have adequate and sustainable resources. The parties recognize that resource development is a shared responsibility and agree to:

- 8.2.1.1. Work together to seek funding opportunities, develop proposals, and secure new resources;
- 8.2.1.2. Approach potential funding opportunities by asking “how can this opportunity be done as a Collective Impact effort?” and work to align the opportunity to Promise Partnership work;
- 8.2.1.3. Present to the greatest extent possible funding opportunities that are directly or indirectly related to the Promise Partnerships to the Partners listed in Schedule I for awareness and discussion of alignment. If a proposal being considered directly involves one or more other Partners in implementation of activities, such Partners will – to the extent possible – be given adequate opportunity to approve their participation and provide input to the proposal before submission. CS Directors and/or Partnership Directors will support these processes; and
- 8.2.1.4. Provide immediate and constructive input to other Partners in the relevant Promise Partnerships when collaborating on fundraising efforts and take full accountability over their portions of such projects.

8.2.2. Provide periodic site visits and/or donor presentations.

8.2.3. Conducting an annual workplace giving campaign unless doing so would result in a conflict of interest, undue hardship on the organization, or would be violation of the Partner’s own internal policies.

**8.2.4. Nothing in this subsection 8 is intended to prevent Partner from seeking additional resources.**

8.2.5. If volunteer screening or background checks are required, Partner is responsible for any costs that arise from failing to do so. UWSL does not provide volunteer screening for referred volunteers through UWSL volunteer opportunities database, phone/email referrals, or corporate volunteer groups.

8.3. 2-1-1: Annually, check relevancy of and update, if necessary, the information pertaining to organization housed with 2-1-1 on 211ut.org. Assistance on how to update the information using the web software can be obtained through the database team: anna@uw.org or gloria@uw.org.

8.4. Inform UWSL in writing if the requirements set forth in this subsection 8 cannot reasonably be executed.

8.5. Photo Releases. If UWSL has a request to secure photographs or videos of students, school personnel, or school volunteers (“**school parties**”), UWSL will express that need to the school principal. With his/her approval and the approval of any other school or district personnel that the principal deems necessary, UWSL will (1) schedule with all impacted school parties and (2)

obtain the names of students opted out of photos/videos by parent(s)/guardian(s) upon registration and ensure that their photo is not used. For more detailed interactions (e.g. if a school party is to be featured as a speaker in a video or interviewed), UWSL will secure express written permission from the school party, or, if the school party is a minor, the school party's legal guardian.

9. Reporting Requirements.

9.1. Academic Results. If Partner is a school/school district:

9.1.1. Provide to UWSL via secure file transfer when necessary (it being understood that any reference to "secure file transfer" in this agreement means a transfer using BrickFTP) current year School Improvement Plans, so as to build understanding among other partners in the Promise Partnership of these Plans and align Promise Partnership work with these Plans.

9.1.2. UWSL and Partner will work together to execute the annual data calendar included as Appendix E. The data plan will include but not be limited to the items below. Partner gives permission to use data to learn and to adapt partnership work, to align out-of-school time providers to school goals, and to update the community on the status of our partnership results.

9.2. Outcome Results. If Partner is not a school/school district, UWSL and Partner will work together to create and execute a data plan to support learning and improvements to Partner's service delivery and to update the community on the status of our partnership results. This plan will include data to be collected, frequency of collection, and a schedule for when to analyze and discuss the data. UWSL will provide software or templates as needed to capture the data. At minimum, partner will be prepared to collect and provide to UWSL the data listed in Schedule III.

9.3. Expense Reports. Partner will provide an expense report in a format to be provided by UWSL (the "Expense Report") by July 15, 2017 (covering the period July 1, 2016-June 30, 2017).

9.4. All data and stories provided to UWSL shall be the property of UWSL.

9.5. Financial Nonprofit Documentation. If Partner is a nonprofit organization, Partner shall provide UWSL with a copy of its most current independent audit and management letter, IRS Form 990, 501(c)3 status, and Utah State Charitable Solicitations Permit at the time of the execution of this Agreement. If Partner's operating budget during any fiscal year covered by the Term is less than \$250,000, Partner may submit to UWSL year-end financials certified by the Board Chair and Agency Executive in lieu of an independent audit and management letter. It is the responsibility of Partner to provide UWSL with current versions of each document as they are completed.

9.6. Compliance. If Partner is receiving grant funding, Partner must have all reports that are required by this Agreement completed by noon on the due date for such reports. Partner will have funding withheld for the month that such report is due if not completed on time. If the report is more than two weeks late, Partner will forfeit its grant for the month following the due date and Partner will continue to forfeit its monthly grant until UWSL has received such report. UWSL will terminate the partnership if Partner does not submit reports and/or meet requirements of the Grant after 60 days.

## 10. Operating Requirements

10.1. Policies and Procedures. Partner shall adopt and enforce (i) a non-discrimination policy that prohibits discrimination on the basis of race, color, sexual orientation, religion, sex, age, pregnancy/childbirth, disability or national origin, (ii) a policy that meets all federal grant requirements and (iii) a policy supporting the purposes and principles of the General Education Provisions Act, 20 U.S.C. § 1221 et seq, specifically, to provide equal opportunity and equal access to the educational, economic, health, and social service programs and opportunities offered by Partner.

10.2. USA Patriot Act Certificate of Compliance. Partner hereby certifies that the Grant and all other UWSL funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

## 11. Term, Termination

11.1. Either Party may terminate this Agreement and Partner may terminate its association with the relevant Promise Partnerships for any reason with sixty (60) days written notice.

11.2. UWSL may terminate this Agreement, and/or withhold or reduce future Grant payments under this Agreement if UWSL determines, in its sole discretion, that UWSL has insufficient funds to continue funding the Grant. UWSL will endeavor to provide written notice to Partner of such a decision at the earliest possible time.

11.3. UWSL may terminate this Agreement and/or Partner's affiliation with the relevant Promise Partnerships for the following reasons: Partner's default; Partners's lack of strategic or programmatic impact as determined by UWSL; a data breach by Partner that involves either the release of individual-level data without appropriate consent and/or the release of aggregate or individual level data to the media; failure of Partner to perform its obligations under this Agreement; Partner malfeasance, illegal conduct or unauthorized use of UWSL's name in any communication that undermines the trust or relationship of the relevant Promise Partnerships; and/or any action or practice by Partner that jeopardizes the ethical operation and implementation of this Agreement or the Promise Partnerships. In any of the above cases, UWSL will:



11.3.1. Notify Partner in writing of UWSL's intent to terminate and the causes for such a decision.

11.3.2. Allow seven (7) days for Partner to respond in writing.

11.3.3. Present the information to the UWSL Governance and Ethics Committee for review and recommendation to the UWSL Board of Directors.

### **ARTICLE III – MISCELLANEOUS**

1. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto. This Agreement overrides any oral agreements that may have been made between the Parties.
2. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
3. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
4. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
5. **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
6. **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.
7. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties, Notwithstanding the foregoing, Schedule I, Exhibit 5 and Exhibit 6 may be amended by UWSL at any time without the consent of Partner. UWSL will give Partner notice within 30 days of such amendment.
8. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any action to enforce this Agreement shall be brought in the Third Judicial District Court of Salt Lake County, Utah. This Agreement (and all related agreements and instruments) is the result of a collaborative negotiation and drafting effort between the parties

and their respective counsel; consequently, this Agreement (and all related agreements and instruments) shall be interpreted in an absolutely neutral manner without regard to whether one party or the other was the drafter of this Agreement (or any such related agreements or instruments).

9. Jury Waiver. The Parties to this Agreement hereby knowingly, voluntarily and intentionally waive their right to a trial by jury with respect to any litigation based hereon, or arising out of or in connection with this Agreement, or any course of conduct, course of dealing related in any manner to this Agreement, including any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable.
10. Attorneys' Fees. In the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.
11. Time Is of the Essence. Time is of the essence in the execution and performance of this Agreement and of each provision hereof.
12. Notice. All notices provided for herein shall be in writing, including electronic communication, and addressed to the parties at their respective addresses.
13. Non-Assignment. Neither Party may assign its rights, or delegate its duties, under this Agreement without the express written consent of the other Party.
14. Performance. If any performance requirement under this Agreement falls on a Saturday or Sunday, such performance will be due on the preceding Friday by 5:00 pm.
15. Electronic Execution and Delivery. This Agreement may be executed and delivered by facsimile transmission, by e-mail, or by similar electronic means, with the same legal effect as manual execution and physical delivery of this Agreement.
16. Authority. The Parties represent and warrant that they are duly authorized to enter into this Agreement.
17. Hold Harmless. . . Each Party makes no warranties, expressed or implied under this Agreement. Each Party, at all times, will indemnify and hold the other Party harmless from any damages, liabilities, claims, and expenses that may be claimed against the Party; or for injuries or damages to the Party or another party arising from any acts, omissions, neglect, or fault of the Party or its agents, employees, licensees, or clients; or arising from the other Party's failure to comply with this Agreement and laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. Each Party will also hold the other Party harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Party's or another party's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or other events out of its control. Each Party shall not be liable to the



**SCHEDULE I**

**PROMISE PARTNERSHIP(S)**

Promise South Salt Lake  
Promise Kearns  
Promise West Valley City

**SCHEDULE II**

**AUTHORIZED ETO USER(S)**

**Name**

TBD

### **SCHEDULE III**

#### **Reporting Requirements**

By July 31, 2016 (covering the period January 1, 2016-June 30, 2016) and January 31, 2017 (covering the period July 1, 2016-December 31, 2016), partner will submit Reports of aggregate data, which shall include, but not be limited to:

1. Number of individuals served (unduplicated)
2. Number of individuals served (duplicated)
3. Number served by ethnicity (Asian, Caucasian, Latino/Hispanic, African American/Black, Pacific Islander)
4. Number of refugees served
5. Number served by age, within the following age categories: 0-3; 4-5; 6-12; 13-18; 19-24; 25+
6. Number served by sex (male/female)
7. Number served by county of residence (Salt Lake, Davis, Summit, Tooele)
8. Number served by financial status (free/reduced lunch or below 200% of poverty line or below 80% AMI)
9. Number of volunteers engaged
10. Number of volunteer opportunities available
11. Number of volunteer hours completed
12. Number of families served
13. An expense report, consisting of a budget report of actual expenditures

As noted in subsection 6.3 of Article II of the Agreement, by December 31, 2016, Partner will also work with UWSL to establish a schedule for reporting performance measures that answer three questions: How much did we do? How well did we do it? What difference did it make?

## APPENDIX A

### Data Sharing Terms & Conditions

1. This Appendix outlines the ways in which Partner will share and use Personally Identifiable Information and Non-Personal Information, including but not limited to (i) educational records maintained by community schools and with appropriate written consent, (ii) data on programs, enrollments, and attendance maintained by the Partner and other Partners working in the relevant Promise Partnerships, and (iii) other information not available in the public domain (collectively, “Data”).
2. **Data Guidelines.** UWSL and Partner agree that any and all Data is intended for continuous improvement around shared community goals. Acceptable uses of Data include (i) recruiting students into initiatives, (ii) providing targeted support(s) to students, (iii) tracking in rapid-time student progress and outcomes, (iv) developing and improving interventions aimed at moving community-level indicators, and (v) developing and improving student individualized instruction, service plans, and predictive tests. In recognition of the foregoing, UWSL and the Partner agree:
  - 2.1. That students, community members, and data contributors have the right to expect that Data will only be used to bring resources and opportunities to promote their progress and well-being in ways that are strategically aligned behind existing Promise Partnership efforts;
  - 2.2. To treat Data as a reflection on the entire community, which shares accountability for current reality and future results, and that Data may not be used as evidence of the success or failure of one particular school, program, organization, sector, or population;
  - 2.3. **That no Personally Identifiable Information (PII) of any kind that is not collected by the Partner may be printed or downloaded from ETO to be stored on any physical hard drive or other media (i.e. USB drive, CD, DVD, or other method of storing data).** This includes data taken from educational records.
  - 2.4. That Non-Personally Identifiable Information that is downloaded or printed should be stored in locations that can only be accessed by organizational staff with a legitimate need to have access to such information.
  - 2.5. That only Non-Personally Identifiable Information may be used to communicate results (including to fundraise and report on outcomes) *provided* that any such communication be done in a manner that supports Collective Impact principles and does not create undue competition, communication barriers, or misalignment with other Partners in the relevant Promise Partnerships;

- 2.6. That, in order to avoid the possibility of any individual being identified, any Non-Personally Identifiable Information that is shared outside the relevant Promise Partnership must include at least 10 individuals;
  - 2.7. That any staff member, consultant, or volunteer of Partner who participates in a meeting, email exchange, document review, or other communication where Data is displayed or discussed (verbally or in writing) must sign a data confidentiality agreement in the form attached hereto as **Exhibit 5 (the “Confidentiality Agreement”)** before Data is displayed or discussed, and that Partner will only share Data with those staff members, consultants, or volunteers of Partner with a legitimate educational need to know;
  - 2.8. That Personally Identifiable Information may not be shared with non-Partners.
  - 2.9. That Non-Personally Identifiable Information originated by any other Promise Partners may only be shared with non-Partners (i) with a legitimate educational need to know; (ii) who have signed a Confidentiality Agreement; and (iii) after receiving written permission from the Partner(s) who originated the data. Once approved by the originating Partner(s), data shared with non-Partners must be cited in a format approved by the originating Partner(s) and UWSL.
  - 2.10. That both the accuracy and the use of Data for continuous improvement are dependent on the quality and consistency of the source Data. Although UWSL will use reasonable efforts to promote accurate Data and the creation of appropriate Data sets for analysis, no warranty is made as to the ultimate accuracy or utility of any Data contributed by the Partners in the relevant Promise Partnerships. Additionally, UWSL is not responsible for ensuring the internal or network security of Partner or for any breaches of security in ETO.
3. **Partner will secure written consent from Clients prior to sharing Personally Identifiable Information.** According to provisions of this Agreement, Partner (i) must have each Client (or his/her parent or guardian if the Client is under 18) sign a FERPA Waiver prior to sharing Personally Identifiable Information with any Partners in the relevant Promise Partnerships and (ii) make note of such consent in ETO.
  4. **Sharing Data within the Promise Partnership(s).**
    - 4.1. Subject to this Agreement, Partner agrees to **share** Data that the Partner collects within and across the Partners working within the Partner’s Promise Partnership(s) for the purpose of continuous improvement around shared goals. The current list of Partners in the relevant Promise Partnerships (along with the contact person for each Partner in charge of the management, processing, and distribution of Data for such Partner) is included in **Schedule 1**, which Schedule 1 may be amended by UWSL at any time, in writing or by electronic means, without the consent of Partner.
    - 4.2. Partner acknowledges that a cause of unintentional data breaches is human error (e.g. transmitting Data electronically to unintended recipients or via unsecure methods, discussing Data in locations where passers-by can listen in, or handling documents too casually).



Accordingly, Partner will refrain from discussing Clients in public areas; will not leave Data in printers, on desktop surfaces, or in public areas; and will shred (or place in a secure shred bin) Data that is no longer needed. Partner will use discretion when discussing Clients over email, particularly if Partner does not have policy to mitigate mobile risk (e.g. the use of personal handheld devices and tablets as an access point for agency information).

5. Utah Government Records Access and Management Act.

5.1. Partner acknowledges that the Partners in the relevant Promise Partnerships may be government entities which are subject to the Utah Government Records Access and Management Act (“GRAMA”) (each, a “GRAMA Partner”), and further acknowledges that records which are created, maintained or received by a GRAMA Partner are potentially subject to disclosure to interested parties. Partner agrees to govern responses to records requests to government entities pursuant to this section, as applicable:

5.1.1. Information stored on ETO servers is not a record for GRAMA purposes, pursuant to Utah Code Ann. § 63G-2-103(22)(b)(iv) and (v);

5.1.2. As it relates to Personally Identifiable Information, Partner agrees that each GRAMA Partner will designate such information as both protected and private, pursuant to Utah Code Ann. § 63G-2-302(1)(b), -302(2)(c), -302(2)(d), -305(11) (Supp. 2012), as appropriate;

5.1.3. Non-Personal Information may be publicly accessible or made public by the Partners in the relevant Promise Partnerships through publication; and

5.1.4. Partner agrees to respect the records designation put into place by the Partners who collected the information. See Utah Code Ann. § 63G-2-206(2)(a) & (b). Nothing in this Agreement shall be deemed to waive or avoid restrictions on record disclosure which may exist independent of GRAMA.

6. Auditing Data Accuracy and Security Compliance

6.1. Partner understands that UWSL may conduct periodic audits to determine (a) data accuracy, completeness and the correction of errors and (b) compliance with this Agreement and any applicable Sharing Agreement. **Any and all violations of such agreements will be brought to the Governance Committee of the UWSL Board of Directors, which will determine if Partner should be removed from the relevant Promise Partnerships and/or if Resources should be discontinued.**

## APPENDIX B

### **ETO Partner Data Privacy Terms and Conditions (Only Applicable if Partner Accesses and Uses Efforts to Outcomes)**

1. **ETO Data.** Efforts to Outcomes (“ETO”), a product of Social Solutions, is a web-based relational database software solution designed for multiple users to access, store, and share information. UWSL has purchased ETO for use by Partners. Partner may use ETO (i) as a direct user, inputting data into ETO via such Partner’s Authorized Users set forth on Schedule I, who have been trained by UWSL, have signed an end user agreement in the form as attached hereto as **Exhibit 3** (an “End User Agreement”) (“**Authorized Users**”), and who have agreed to the Terms and Conditions set forth by ETO in the “End User License Agreement” provided by ETO, or (ii) as a bridge user, supplying data via such Partner’s Authorized Users via secure file transfer to UWSL’s Data Integration Manager, who will transfer such data into ETO. UWSL and the Partner will define the fields of data to be entered into ETO. ETO contains Personally Identifiable Information (as defined below) and Non-Personal Information (as defined below) related to Clients receiving services from all Partners within all Promise Partnership communities. Clients may be students, parents or other individuals accessing services offered by one or more of the Partners in the Promise Partnerships.
  - 1.1. The Parties recognize that collection, storage, use, and sharing of data may be subject to certain federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (“**FERPA**”), a federal law designed to protect the confidential information of individuals related to education, the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), a federal law designed to protect the confidential information of individuals related to their medical care and history and the Utah Government Records Access and Management Act (“**GRAMA**”). If and to the extent such laws apply to such Party, each Party agrees to comply with all applicable federal and state laws when uploading Client information to ETO and when allowing other Partners in each relevant Promise Partnership to access and use such Client information in ETO.
  - 1.2. For purposes of this Agreement, “**Personally Identifiable Information**” is defined as data, information, or records (including educational records) that contain protected or personally identifiable data, information, and records (“**PII**”) and/or protected health information as defined by HIPAA (“**PHI**”), and “**Non-Personal Information**” is defined as data, information or records that do not contain Personally Identifiable Information, because such data, information or records (a) do not contain PHI (for information subject to HIPAA), (b) have been rendered anonymous or non-identifying, (c) have been aggregated or (d) are statistical in nature so as to protect the privacy and safety of Clients.
  - 1.3. **ETO will serve as the sole data system for non-school partners to have real-time access to educational records. Any other data systems that contain educational records will be for review and analysis in specified meetings only, and only for the duration of such meetings.**

2. Partner is Responsible to Obtain Appropriate Consents, Waivers or Authorizations.
  - 2.1. **If Partner is subject to FERPA, Partner must obtain authorization from each Client (or the Client's parent or guardian if the Client is under 18) of Partner to disclose and share in ETO such PII with the other Partners in each relevant Promise Partnership by obtaining a written, signed waiver in compliance with FERPA (a "FERPA Waiver").** The FERPA Waiver is (i) a waiver by the Client (or the Client's parent or guardian if the Client is under 18) of certain protections under FERPA, (ii) a consent for the Client's PII to be entered into ETO, and (iii) a consent to the sharing of the Client's PII with the other Partners in each relevant Promise Partnership, provided that such Partners have entered into a substantially similar agreement to this Agreement, and (iv) a further consent to the sharing of PII gathered by the Partner and the relevant Promise Partners to other Promise Partners and to school officials. The FERPA Waiver will remain in effect until and unless it is revoked by the parent, guardian or adult 18 years or older who signed it, or if signed by a parent or guardian, at the time the student turns 18.
  - 2.2. **If Partner is not subject to FERPA,** Partner must obtain a FERPA Waiver from each Client of Partner (or the Client's parent or guardian if the Client is under 18). The FERPA Waiver will remain in effect until and unless it is revoked by the parent, guardian or adult 18 years or older who signed it, or if signed by a parent or guardian, at the time the student turns 18.
  - 2.3. In addition, a staff member employed by Partner shall inform each Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) about the purposes for which information is being obtained and about how it may be shared and used by the relevant Promise Partnerships. If Partner is not subject to FERPA, Partner shall supply such information through each of the following methods:
    - 2.3.1. Posting the privacy posting (the "**Privacy Posting**") in the form attached hereto as **Exhibit 4** or a substantially similar posting at all locations where Partner has Client interaction. The Privacy Posting must be posted in the most common languages of population groups in Promise Partnerships (Arabic, Burmese, English, French, Karen, Nepali, Persian, Somali, Spanish, and Swahili). UWSL will provide Privacy Postings in these languages. It is Partner's responsibility to translate the posting into any languages not provided by UWSL that it feels necessary.
    - 2.3.2. Screening the Promise Partnership Data Sharing Video ([www.uw.org/FERPA](http://www.uw.org/FERPA)) in English and/or Spanish at locations where Clients and their parents are likely to be present.
  - 2.4. Each Client who chooses not to sign a FERPA Waiver cannot be denied services for which they would otherwise be eligible or given a different quality of service.
  - 2.5. Partner shall:
    - 2.5.1. Enter information from any FERPA Waivers within 5 business days of collecting such FERPA Waiver (or supervise a staff member employed by Partner to do the same).

- 2.5.2. Provide a copy of the FERPA Waiver to any Client who requests a copy of their Waiver.
- 2.5.3. Maintain original, signed copy of FERPA waiver in a secure location and provide a copy of the same upon request.
- 2.5.4. Immediately inform UWSL Data Analyst, Data Operations Director, or Manager of Data Integration upon the expiration or revocation of any client's FERPA Waiver.
- 2.5.5. Make reasonable efforts to review with and explain to each Client (or the Client's parent, guardian or Personal Representative as necessary and as allowed by applicable law for each Client under the age of 18) data that is being collected on the Client and trends in that data.

### 3. **Personally Identifiable Information Requirements.**

- 3.1. Partner acknowledges that **Exhibit 6** contains the information from the educational record for each Client that will be shared with relevant Promise Partnerships, provided that each Client (or the Client's parent or guardian if the Client is under 18) has provided a signed FERPA Waiver. Data shared shall be limited to the data elements specifically defined and authorized in Exhibit 8 in accordance with the requirements of FERPA, 20 USC 1232g. Specifically, the data will be shared under provision 20 U.S.C. § 1232g; 34 CFR Part 99 of FERPA which allows schools to disclose records if a "parent or eligible student shall provide a signed and dated written consent before an educational agency or institution discloses personally identifiable information from the student's education records."
  - 3.2. Certain reports and queries will be built by UWSL to help facilitate and advance continuous improvement around shared community goals. Such stock reports may be accessed, used, and disclosed only in accordance with this Appendix B.
  - 3.3. Partner acknowledges and agrees that, in order to continuously measure progress toward shared community-level goals, Partner must maintain the Personally Identifiable Information outlined in **Exhibit 7** for each Client and must upload such Personally Identifiable Information to ETO within 5 business days of collecting such Personally Identifiable Information or providing the relevant intake/service; provided, that Partner should take reasonable steps to ensure such Personally Identifiable Information is entered within 24 hours of collecting such Personally Identifiable Information, when possible. Partner further agrees to provide appropriate staff support to perform Partner's duties and responsibilities set forth in this subsection 3.3 and as otherwise set forth in this Appendix.
4. Gathering, Entering, and Transferring Accurate and Secure Data. Partner shall:
- 4.1. Only use ETO (i) in accordance with applicable law and (ii) in accordance with this Agreement and any other applicable license agreement or terms of use.

- 4.2. Ensure that data entry is done only by Authorized Users.
- 4.3. Appoint one Authorized User who will (i) monitor/audit data for accuracy, completeness, correctness and for compliance with the terms of this Agreement
- 4.4. Store data collection tools (i.e. intake forms, attendance sheets, FERPA Waivers that are onsite temporarily before being transferred to the CS Director, and other documentation) in secure, locked locations.
- 4.5. Authorized Users shall:
  - 4.5.1. If using ETO as a direct user, gather and enter any new data into ETO as promptly as practicable, but in any event no later than 10 business days, after collecting such new data or providing the relevant intake/service. If using ETO as a bridge user, provide to UWSL on a schedule to be established by UWSL and the Partner and via secure file transfer, of mutually agreed-upon data points for upload to ETO.
  - 4.5.2. Not alter or modify data that is gathered and/or stored in ETO, unless doing so is for the purposes of making factual updates.
  - 4.5.3. Not intentionally omit or augment data.
  - 4.5.4. Ensure that any transfers of Personally Identifiable Information or other sensitive information happen via secure transfer methods. Files themselves must be password protected. No Personally Identifiable Information (with the exception of student names that have no other identifiers) will be transferred within Partner or between Partner and UWSL or the other Partners via any other format than secure file transfer.
5. Resolving Complaints/Consumer Protections. Partner shall:
  - 5.1. Resolve complaints from each Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) of improper disclosure of information in violation of this Agreement and/or applicable laws.
  - 5.2. Provide reasonable access to each Client (or the Client's parent, guardian or Personal Representative if the Client is under 18 (unless Partner has been advised that such parent, guardian or Personal Representative does not have the authority under applicable law governing such matters to access such records and or information) who wishes to see his/her records and information. When providing a Client with access to his/her records, Partner should provide either a screen visual (without allowing direct access to input devices) or a hard copy printout, to protect the confidentiality of all other records.
  - 5.3. Respond to any reasonable requests from a Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) for amendments to information that the Client (or the

Client's parent, guardian or Personal Representative if the Client is under 18) believes is inaccurate, misleading, or in violation of the privacy or other rights of the Client.

5.4. If a Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) requests in writing that such Client's information be removed from ETO, contact UWSL to request that the data be removed (subject to UWSL's right to keep archival copies of such information without Personally Identifiable Information). Partner will inform the Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) that (i) the data fields that could be used to identify the Client will be altered to obscure that identity and that (ii) only data entered directly or bridged into ETO can be removed and that to remove the Client's data from the other Partners in the relevant Promise Partnership, they must contact the entity that manages ETO.

6. Changes to ETO. Partner shall:

6.1. Notify the UWSL Manager, Data Integration if any Partner Authorized User terminates his/her employment with Partner or poses a threat to the security of the system or its data, so that UWSL can withdraw access to ETO immediately.

6.2. Notify the UWSL Manager, [Data Integration.org](http://DataIntegration.org) of any staffing changes/new hire's within 1 week of the change and arrange any new hire's schedule so that he/she can attend one ETO training.

7. UWSL's Responsibility for Building ETO Capacity. UWSL will:

7.1. Provide Partner a finite number of licenses to the Authorized Users, with each license being permission-based and providing access only to the information that the Authorized User requires to perform job functions; provided that Partner may assign or transfer a license or obtain an additional license upon the written consent of UWSL. UWSL will assign permissions to these licenses.

7.2. Coordinate initial end-user training (including confidentiality training that reviews the procedures in this document) on the use of ETO for each Authorized User. Until such a training and until each Authorized User signs an End User Agreement, such Authorized User will neither receive log in credentials/system access nor be able to input data into ETO.

7.3. Maintain reports, queries, dashboards, or forms in ETO that (a) help partners recruit students into initiatives, (b) provide them with targeted supports, (c) track their progress and outcomes in rapid-time, and (d) support the development of individualized instruction, service plans, and otherwise support their academic, health and family financial stability outcomes.

7.4. Offer additional trainings based on partner input and need.

7.5. Provide notification of any planned changes to subsequent agreements that will replace this Agreement.

8. Partner's Responsibility for Building ETO Capacity. Partner staff will:
  - 8.1. In regular meetings with the other Partners in relevant Promise Partnerships, discuss evolving issues and critical components of this Agreement.
  - 8.2. Report in rapid-time all relevant information (i.e. software glitches, potential database breaches, training needs, etc.) to [helpdesk@uw.org](mailto:helpdesk@uw.org).
  - 8.3. Attend introductory, refresher, and special trainings on topics chosen by UWSL and Partners.
9. Maintaining Security of ETO Usernames/Passwords. Authorized Users will:
  - 9.1. Choose a password that is different from all other passwords and meets ETO's specifications.
  - 9.2. Change their password anytime they feel it has been compromised.
  - 9.3. Maintain their username and password in a secure, discreet location.
  - 9.4. Lock their computer and/or sign out of ETO if circumstances require them to leave their computer terminal while logged into ETO.
  - 9.5. Use a monitor privacy screen or other reasonable methods to prevent passers-by from viewing information stored in ETO.
  - 9.6. Refrain from sharing user identification and passwords with any other partner, business, or individual.
  - 9.7. Not intentionally cause any manner of corruption to ETO.
10. UWSL may make the following information from an educational record of a student visible to all ETO users, to reduce duplication of record creation: student's first, middle, and last name; school name; birthdate; and gender, provided that the Client's school district has given public notice to such Client (or his/her parent or guardian if the Client is under 18) in an Annual Notification according as described in 34 CFR Part 99.37. No other data elements will be available globally to ETO users.

**APPENDIX C**  
**COMMUNITY SCHOOL DIRECTOR TERMS AND CONDITIONS**

1. UWSL will:
  - 1.1. Negotiate terms of hire, manage payroll and benefits, conduct performance reviews at least semi-annually, and provide check-ins and ongoing support to the CS Director.
  - 1.2. Provide workspace for the CS Director at UWSL, when the CS Director has occasion to work on UWSL premises.
  - 1.3. Maintain regular communication with Partner through the CS Director and through other communication or meetings as necessary.
  - 1.4. Provide CS Director with meeting invitations for off-site meetings and trainings in a timely manner, making best efforts to convene meetings remotely if possible.
  - 1.5. Provide the CS Director a computer with necessary software and technical support, an email address, and access to UWSL files and documents.
  - 1.6. Provide training for the CS Director to the extent necessary for the CS Director to perform job functions, including training on UWSL policies related to the privacy and sharing of data on an individual-level and in the aggregate.
  
2. Partner will:
  - 2.1. Identify one senior staff member of Partner to be the key point of contact and support for the CS Director.
  - 2.2. Communicate at least weekly with the CS Director and make best efforts to attend all leadership team, partner, and other relevant meetings, and to identify school-led meetings that the CS Director should attend, for the purposes described in Section 1.5 above.
  - 2.3. Provide dedicated work space, office supplies, and materials to the CS Director, including internet connectivity, photocopying and scanning capabilities, appropriate building access, and a designated phone.
  - 2.4. Meet at least bi-weekly with the CS Director and facilitate his/her access to appropriate training, professional development, staff meetings, and other school-based conversations, as if the CS Director were a member of Partner's staff.
  - 2.5. Provide the CS Director with access to individual-level and aggregated data maintained by Partner and by Partner's school district necessary for the CS Director to complete his/her job functions and as allowed by 34 CFR Part 99 §§ 31 and 33.
  
3. CS Director will:
  - 3.1. Complete the tasks and deliverables outlined in the Promise Partnership CS Director Job Description (a copy of which will be provided by UWSL upon request).
  - 3.2. Adhere to all terms outlined above that apply to Licensed Users listed in Schedule I. This includes maintenance of original, signed FERPA Waivers for Clients attending the School Director's school in secure, locked locations at the School.
  - 3.3. Sign a Data Confidentiality Agreement (included hereto in as **Exhibit 5**) at the time of hire and annually thereafter.



**APPENDIX D**  
**PROMISE PARTNERSHIP DATA ANALYST TERMS & CONDITIONS**

1. UWSL will:
  - 1.1. Negotiate terms of hire, manage payroll and benefits, conduct performance reviews at least annually, and provide ongoing support to the Data Analyst.
  - 1.2. Task the Operations Director with (i) direct supervision for the Data Analyst and (ii) liaising with Partner with regards to the Data Analyst.
  - 1.3. Provide workspace for the Data Analyst at UWSL, when the Data Analyst has occasion to work at UWSL premises.
  - 1.4. If requested, provide Partner and the Data Analyst with a schedule of regular off site meetings and additional meetings/trainings in a timely manner.
  - 1.5. Provide a laptop computer to the Data Analyst with necessary software, software licenses, and technical support, email address and access to UWSL files and documents.
  - 1.6. Provide training for the Data Analyst to the extent necessary for the Data Analyst to perform job functions, including training on UWSL policies related to the privacy and sharing of data on an individual-level and in the aggregate.
  
2. Partner will:
  - 1.1. Identify one staff member (“Supervisor, Information Systems”) of Partner to be the key point of contact and technical support for the Data Analyst.
  - 1.2. Communicate regularly with the CI Director and inform UWSL in a timely manner of any concerns related to the Data Analysts performance.
  - 1.3. Provide dedicated work space, office supplies, and materials to the Analyst, including internet connectivity, photocopying and scanning capabilities, appropriate building access, and a designated phone.
  - 1.4. Meet at least twice monthly with the Analyst for the purpose of aligning resources and supporting the Analyst’s work.
  - 1.5. Facilitate the Analyst’s access to appropriate training, professional development, staff meetings, and other school-based conversations, as if the Data Analyst were a member of Partner’s staff.
  - 1.6. Provide the Data Analyst with access to individual-level and aggregated data maintained by Partner and by Partner’s school district – and the mechanisms (i.e. databases) to access this data (i) necessary for the Data Analyst to complete his/her job functions and (ii) in compliance with 34 CFR Part 99 §§ 31 and 33.
  
3. Data Analyst will:
  - 1.1. Complete the tasks and deliverables outlined in the Promise Partnership Data Analyst Job Description (a copy of which will be provided to Partner by UWSL upon request)
  - 1.2. Adhere to all terms outlined above that apply to ETO Licensed Users listed in Schedule II and
  - 1.3. Sign a confidentiality agreement at the time of hire and annually thereafter.

**Appendix E  
Data Calendar**

Item	Disaggregations	Date Needed By
Kindergarten Readiness	By school – age, gender, race	Mid September
Social Impact Loan		
Pre-K Enrollment	By school – age, gender, race	Jan, Apr, July, Oct – mid month
FERPA Counts	By school	Jan, Apr, July, Oct – mid month
Parent Engagement	By school	Jan, Apr, July, Oct – mid month
Attendance	By school – age, gender, race	Jan, Apr, July, Oct – mid month

**Exhibit 1. FERPA Waiver (English)**  
**SAMPLE ONLY – NOT FOR DISTRIBUTION TO CLIENTS**

Parent/Guardian Consent Form  
Request for Release of Student Records

You, or your student, \_\_\_\_\_, receives education support services from one or more organizations that are part of a Promise Partnership, which has been organized to promote the success and academic achievement of students in Granite School District. These Promise Partners include the school district, local schools, health care providers, governmental agencies, and community organizations that work in Promise <<INSERT HERE>> (i.e. <<INSERT EXAMPLE PARTNERS HERE>>) at the request of the leadership of your school or your student's school.

In order to implement effective strategies and programs that help youth and adults achieve academic goals, one or more of the Promise Partners will likely require access to personally identifiable academic student data including grades, test scores, progress reports, attendance records, discipline records, graduation records, student ID number, race, ethnicity, gender, primary language, income status, refugee status, and school registration records. Indeed, it may be necessary to share records, information, or data gathered or learned by Promise Partners with school officials such as teachers, principals, and guidance counselors.

The Family Education Rights and Privacy Act (FERPA) protects students and parents by prohibiting third parties, including the Promise Partners identified above, from accessing student records, information, or data without express authorization from the student, or from a parent or guardian if the student is under 18. Exceptions to this general rule exist in cases where information is being requested by school officials with legitimate educational interests, in health and safety emergencies, pursuant to a lawfully issued subpoena, and in some other cases.

The purpose for accessing or sharing records, information, or data related to you or your student is to better provide supplemental education services. Accessing or sharing records, information, or data will be done with the express purpose of promoting your own, or your student's, academic success and achievement and to increase the effectiveness of the services being offered by Promise Partnerships. No records, information, or data will be used for any other purpose.

By signing below, you provide express written consent and authorization for the disclosure of education records, information, or data from your educational institution or data regarding your student from the school district to any of the Promise Partners. You also consent to and authorize the disclosure of records, information, and data about you or your student gathered by Promise Partner programs to other Promise Partners and to school officials.

Records and information from records will not be disclosed or released to anyone other than Promise Partners.

This consent will remain in effect until and unless it is revoked by the parent, guardian or adult 18 years or older who signed it, or if signed by a parent or guardian, at the time the student turns 18. Parents, guardians, and adults 18 years or older have the right to revoke this consent and authorization at any time if said individuals do not want records, information, or data shared with a particular entity, or if the individuals believe the sharing of records, information, or data is not in their best interest or that of their student. They also have the right to obtain copies of any information about said individual that is disclosed under this consent form.

**I have read the above and consent to all Promise Partners serving students residing in the Granite School District area to have to access my records, information, or data or that of my child/student.**

**Parent or Guardian**

_____	_____
Parent/Guardian Name ( <b>print</b> )	Today's Date
_____	_____
Parent/Guardian Signature	Student's First and Last Name ( <b>print</b> )
_____	_____
Parent/Guardian Email Address ( <b>print</b> )	Student ID
_____	_____
	Student Date of Birth ( <b>print</b> )

**Adult Student (complete only if you are completing this Waiver for yourself and are an adult student)**

_____	_____
Adult Student First and Last Name (print)	Today's Date
_____	_____
Adult Student Signature	
_____	_____
Adult Student Email Address	Adult Student's Date of Birth

**If you worked with an Interpreter on this waiver, please put the Interpreter's Name Above**

**Exhibit 2. FERPA Talking Points**

- Your child attends a Community School, which means that – with education – the school offers opportunities for health care, afterschool, tutoring, mentoring, English and citizenship classes, and other services.
- If the organizations offering these services can share select information about your child, they can better support your child and connect him or her to resources.
- A federal law called the Family Educational Rights and Privacy Act (FERPA) protects our kids' educational information. It says that, if you give written permission, organizations that help your students can share select educational information.

- By choosing to sign A FERPA Waiver, you allow information about your child's demographics, grades, GPA, attendance, enrollments, and test scores to be shared with the organizations that work in your school at the request of the principal. This sharing helps the organizations give you and your child access to what you need.
- If you choose not to sign, your child can still receive services. Also, your signature will in no way affect any kind of immigration status. If you sign, please write very clearly, and please fill in each line (if you know the answer).

**Exhibit 3. ETO End User Agreement**

**ETO END USER AGREEMENT**

Printed Name: \_\_\_\_\_ Partner: \_\_\_\_\_  
 \_\_\_\_\_  
 Job Title: \_\_\_\_\_ E-mail & Phone: \_\_\_\_\_  
 \_\_\_\_\_  
 Promise Partnership(s): \_\_\_\_\_ Program: \_\_\_\_\_  
 \_\_\_\_\_

**User Policy:** Partner staff shall only use the client information in ETO to target services to the Client’s needs. This user policy must be signed by every End User, annually and before access to ETO is granted.

**User Responsibility**

I will take all reasonable means to keep my <b>password secure</b> , knowing that my User ID and password are for my use only and must not be shared with anyone. I will reset my password if I feel it has been compromised.
I will take all reasonable methods to ensure that the only individuals who view information in ETO are authorized users - and the clients to whom the information pertains.
I will only access ETO while connected to a secure internet connection. I will only connect to ETO using WiFi Internet that is secured with security encryption technologies (I.e. WPA). Public, unsecured connections including, but not limited to, those found in libraries, retail shops, and hotels should not be used to access ETO.
I will transfer personal information via <b>secure file transfer</b> only, to reduce the risk of unauthorized interception of sensitive information.
I will <b>not download data that was not collected by my agency</b> from ETO to be stored on any physical hard drive or other media (i.e. USB drive, CD, DVD, or other method of storing data).
I will only view, obtain, disclose, or use information stored in ETO that is necessary to perform my job, and that complies with clients’ signed permission to release information.
If I am logged into ETO and must leave the work area where the computer is located, I will <b>log off</b> of the software before leaving the work area. I will not leave a computer unattended that has ETO “open and running.”
I will keep copies of completed client forms in secure places. I will <b>shred or place in a secure shred bin documents</b> that are no longer needed to maintain confidentiality.
If I notice or suspect a security breach, I will immediately

notify UWSL.
I will not knowingly enter false or misleading client information into ETO.
I will ensure that I am making the best effort to collect any and all necessary <b>back up documentation</b> .
I will obtain authorization from each Client to disclose and share personal information by obtaining a FERPA waiver. I will provide a copy of the FERPA Waiver if a Client requests one.
I will enter information from any FERPA Waiver I receive into a secure document within 5 business days of collecting the waiver. I will then provide the original, signed copy of each FERPA waiver to the CS Director for the school that the Client attends, so that the Coordinator can maintain all FERPA waivers in secure, locked locations at the school.
I will use ETO as the sole data system to collect and store educational records.
<b>I have reviewed the Data Privacy Terms and Conditions and the Data Sharing Agreement adopted by UWSL and my organization and agree to abide by and comply with all terms and conditions set forth therein.</b>

**User Code of Ethics:** Each ETO user must (1) treat partner agencies with respect, fairness and good faith; (2) maintain high standards of professional conduct in the capacity as a user; (3) assume primary responsibility for his/her client(s); and (4) assume responsibility to relate to the clients of other partner agencies with full professional consideration.

**I understand and agree to comply with all the statements listed above.**

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner Director

\_\_\_\_\_  
Date

**Exhibit 4. Privacy Posting**

**PRIVACY NOTICE**

**\*\*PLEASE READ CAREFULLY\*\***

**THIS PRIVACY NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED**

This organization asks for and gathers information about individuals who receive our services. We use the information to personalize our services and to make them better for everyone in the community. Some of the information we collect about individuals may be considered by some individuals to be personal.

When we obtain information about you and your family, we enter it into a computer database called ETO. ETO helps us keep track of your information and keep it private and safe.

It is our duty to protect your personal information. We are required to follow the privacy practices in this Notice. You may request a copy of the notice from us.

#### **HOW WE MAY USE AND DISCLOSE YOUR INFORMATION**

We only collect the information from individuals that is necessary to provide our services. We do not reveal individual-level information we get to third parties without written consent, except when required by our funders or by law, or for specific administrative or research purposes.

We may use this information for reports that are shared with organizations that help our community so that each organization can do its jobs better. Information that could identify an individual will never be included in these reports.

If you have questions about the use of your personal information or about your privacy, contact our staff. You may ask for a copy and/or an explanation of this Privacy Policy.

Before we share your personal information with other organizations that help our community, you must sign a Consent Form. You do not need to sign the Consent to get services, with some exceptions.

#### **You Have the Right To:**

- Give Written Consent that lets the organizations that help you and/or your child share information about your child, in order to provide services.
- Get services even if you choose **NOT** to give consent to share your personal data.
- Know who has seen your personal information.
- See your information, request changes if it's not correct, and see documentation that the changes have been made.
- If you sign a Consent Form to have the organizations that help your child share data to do their jobs better, you can change your mind and withdraw Consent in writing.



## Exhibit 5. Data Confidentiality Agreement

### SAMPLE ONLY – NOT FOR DISTRIBUTION

*To be signed by any staff member, consultant, volunteer, or individual who participates in a meeting, email exchange, document review, or other communication where data related to partnerships formed in specific neighborhoods and communities in the state of Utah (each a "Promise Partnership") is displayed or discussed (verbally or in writing), provided that those individuals are not members of the institution that provided the data.*

#### Agreement

1. The data that (i) accompanies this confidentiality agreement and that (ii) that I subsequently encounter from time to time in the course of my exposure to Promise Partnership work (collectively, the "Data") is intended for continuous improvement around shared community goals. The purpose of the data is to track progress and outcomes and to develop, align and implement interventions aimed at moving community-level indicators.

The Data is a reflection on the entire community, which shares accountability for current reality and for future results. It is not, and cannot be, used as evidence of the success or failure of one particular program, organization, sector, or population. It cannot be used in communications with media, funders, or the general public without the written permission of the Data provider(s) and without complete context and clear acknowledgement of the shared accountability for results.

The guiding principle in sharing the Data is the protection of clients' information. By informing students, families, and data contributors about how information about them will be used and by protecting it when it is provided, we will develop more trust in our communities. This agreement is part of a practice developed to maintain this trust.

2. The Data (and additional data that I encounter from time to time in the course of my Promise Partnership work):<sup>1 2</sup>
  - a. Was compiled to drive continuous improvement around shared community goals in one or more Promise Partnerships; is a reflection on our entire community, which shares accountability for current reality and future results; and is not and cannot be used to indicate the success or failure of any one program, school, organization, partnership, or population
  - b. May not be shared with any other party, unless such party has been approved by the relevant Promise Partnership to see the data and has signed a data confidentiality agreement substantially similar to this one
3. Data compiled and presented by an institution about its own programs, initiatives, etc. may be used according to the policies and practices of that

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<sup>1</sup> While we recognize that the data we discuss may be available in the public domain, such public data is often difficult to find and interpret. Because we have *formatted* this data in ways not previously done, we consider it Promise Partnership data. As such, it should not be shared outside of this meeting/project/communication.

<sup>2</sup> The guidance above applies to data collected by organizations *other than your own*.

institution without restriction. UWSL is not held accountable for data use presented by a specific institution about its own programs.

4. I will immediately notify UWSL if I become aware of any actual or potential unauthorized data disclosure.
5. **In no cases may the Data be shared with media, funders, and/or the general public without written permission of the agency that provided the Data.**

Note that sharing - verbally or in writing - any or all of this data could result in dismissal from the relevant Promise Partnership and/or a termination of funding and other supports provided by UWSL and/or legal action.

Recognizing that we all have occasion to invite support of Promise Partnership work, UWSL maintains a list of data that staff, Board members, and partners are encouraged to use to described needs and successes.<sup>3</sup>

**Signatures**

I will not share nor discuss the Data - verbally or in writing - with any other party (unless that party has signed a data confidentiality agreement substantially similar to this one). I agree that, in explaining our Collective Impact work, I will use information that is widely available to the general public. Finally, I understand that even if UWSL does not distribute this Form at a convening where data is discussed, UWSL does not waive the above requirements for confidentiality.

Name (*print*): \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 6. Educational Records to be Imported into ETO with a FERPA Waiver**

<b>Demographic &amp; Enrollment Data</b>	
Student ID	
Race	A (Asian), B (Black), C (White), I (American Indian/Alaskan Native), P (Pacific Islander), U (Unknown)
Ethnicity	H (Hispanic/Latino), N (Non-Hispanic/Latino)
ELL (English Language Learner)	Y/N
Gender	F/M
Date of Birth	MM/DD/YYYY
Primary Language	Language Name
Country of Origin	Country Name
Refugee Status	Y/N
Anticipated Graduation Date	MM/DD/YYYY

<sup>3</sup> Data on proficiency, growth, school grades, and demographics (including mobility and low-income rates), and more is available in the Utah State Office of Education (USOE)'s PSD Gateway. Reports on graduation rates by school and by certain sub-categories and other education outcomes are also available on USOE's website. Census data is available on the [Utah Community Data Project](#)'s website, and at [census.gov](#). Data on health insurance, health access, healthy system factors, risk and resiliency factors, and community health indicators and other health outcomes are available on the Utah Department of Health's website. Reference in particular [IBIS-PH Indicator-Based Information System for Public Health](#) and [Utah Behavioral Risk Factor Surveillance System](#).

Current school year	Year
Current educational institution	School Name
School enrollment date	MM/DD/YYYY
Current grade in school	Grade
Past educational institutions	School Name(s)
Credits Earned and Credits for Current Grading Period	# of Credits
Real Graduation Date	MM/DD/YYYY
<b>Courses &amp; Grades</b>	
Course Name and ID	Course Name
Term	1 <sup>st</sup> or 2 <sup>nd</sup> Term
Grading Period	1 <sup>st</sup> or 2 <sup>nd</sup> Grading Period
Period Number	Class Period #
School Year	Year
CPA and GPA	On 4.0 Scale
Grade	Letter Grade
Test Name	(e.g. SAGE, DIBELS, UALPA, ACUITY, SRI, ACT, DWA, IPT, PPVT)
Test Date	MM/DD/YYYY
Category	(e.g. Math, Composite Score)
Sub Category	(e.g. 4th Grade, Need for Support)
Score	(e.g. 2, 0.85)
Score Type	(e.g. Mastery score, percentage)
Proficiency	Y/N
<b>Attendance</b>	
Attendance Code	(e.g. A (absent), D (discipline/in school suspension), E (excused by parents), F (funeral), M (medical), P (pre-school), R (release/school activity), S (suspended), T (tardy), U (unexcused), V (family long-term vacation), DT (treatment facility))
Date	MM/DD/YYYY
Attending and Absent Days	# of Days Absent

**Exhibit 7. SAMPLE Data to be Maintained by Partner in ETO,**

At the time that UWSL and Partner work to implement Partner into ETO, the parties will create a plan as to which data Partner will maintain in ETO.