

**FISCAL YEAR 2019 (July 1, 2018-June 30, 2019) COLLECTIVE IMPACT AGREEMENT**

This Fiscal Year 2019 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 «**OUTBOUND\_GRANT\_AWARDS\_AWARDEE\_NAME**» located at «**OUTBOUND\_GRANT\_AWARDS\_AWARDEE\_BILLING\_ST**», «**OUTBOUND\_GRANT\_AWARDS\_AWARDEE\_BILLING\_CI**», «**OUTBOUND\_GRANT\_AWARDS\_AWARDEE\_BILLING\_ST**» «**OUTBOUND\_GRANT\_AWARDS\_AWARDEE\_BILLING\_ZI**» (“**Partner**,” and together with UWSL, each a “**Party**” and collectively the “**Parties**”), and is effective from July 1, 2018 through June 30, 2019 (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 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**”). Relevant to FERPA laws, a “**Client**” includes students for whom a parent/guardian has legal authority (for students under 18 years of age) or students (18 years of age or older).

WHEREAS, Partner desires to become a partner in each of the following Promise Partnerships «**OUTBOUND\_GRANT\_PROMISE\_PARTNERSHIP**».

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 «OUTBOUND\_GRANT\_AWARDS\_TOTAL\_AMOUNT» (the “**Grant**”), to be used as detailed in the budget submitted to and approved by UWSL and attached in Appendix H.

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. If currently applicable or implemented within the Term, licenses and staff support for Efforts to Outcomes (“**ETO**”), a cloud-based shared measurement system to help schools and community partners exchange information that will assist them in coordinating services for students to help them achieve academic outcomes.

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 sufficient funds to fund the Grant, and (c) UWSL’s determination that the particular strategy(ies) supported by the Resources is resulting in adequate progress toward the specific performance-level and population-level outcome(s) at the specific level(s) of geography included in the Partner’s Performance Management Workbook (the “**Partnership Objectives**”).

## 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. UWSL will provide training and technical assistance for developing and tracking performance measures during the Term. Upon invitation from UWSL, partner agrees to identify staff members who will benefit from each event described below and to support the full participation of those staff members in each event:

3.1. ***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, including data access and programmatic decision-making, 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.

3.2. ***Workshop on Short-Cycle Continuous Improvement.*** Partner will appoint two to three members of their organization who have authority to make decisions about how Partner is aligning their services and strategies toward population-level goals and service providers to attend a 3.5 hour training on Short-Cycle Continuous Improvement and a 1 hour technical session with UWSL staff, as requested. 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. Partners who have already participated in short-cycle continuous improvement trainings will not be required to attend, but will have the option to participate. Participants will be able to choose from at least three date options.

3.3. 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.

#### 4. Collective Impact.

4.1. Collective Impact: The Parties will work together with and on behalf of the children and families in each relevant Promise Partnership to achieve the one or more population-level outcomes.

4.1.1. Partner, as applicable, will work directly with schools to coordinate services for the purposes of achieving shared outcomes and in accordance with the Budget Narrative (Appendix I). UWSL Community School Directors will provide support in connecting partners with the appropriate parties at UWSL community schools.

4.1.2. The Parties will collaborate to share and facilitate leadership team meetings to identify and implement promising practices, innovations, and evidence-based strategies, as determined by each relevant Promise Partnership.

#### 4.3. Shared Accountability, Data Collection and Reporting:

4.3.1. The Parties will collaborate with the partners in each Promise Partnership noted in the Recitals (the “**Partners**”) to store aggregate data in ETO and/or another appropriate data management system, enabling the Partners to target interventions and strategies and see changes to key performance measures over time.

4.3.2. The Partner will work with UWSL to:

4.3.2.1. Identify a geography and a set of population-level outcomes and indicators for which it can share accountability.

4.3.2.2. 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? These performance measures may be shared with other members of a Promise Partnership Network or may be established by Partner individually.

4.3.2.3. Track and report on the identified measures in Schedule I in a data system to be provided by UWSL bi-annually.

4.3.2.3. 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.

4.4. 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 the Recitals, 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.

## 5. FERPA Release Coordination

5.1. Partner shall include a FERPA Release all program registration materials in relevant Promise Partnerships that engage with student-level data. When applicable, partners will use other reasonable methods in distributing and collecting FERPA Release from Clients, using the FERPA Talking Points (Appendix A). Partner will deliver original copy of signed FERPA Release for each student the partner works with to the school secretary where student currently attends within ten (10) business days of receipt of FERPA Release. UWSL will conduct random audits to ensure FERPA Releases are in place. As part of these audits, Partner may be asked to provide copies of original signed FERPA Releases to UWSL. Partner will store a copy of the FERPA Release in a secure location on site in accordance with all relevant State and Federal student data privacy laws. Partner will submit to UWSL information on students for which they have secured FERPA Releases, including a copy of signed FERPA Release, within three (3) business days of any written request from UWSL.

5.2. If a FERPA release is revoked by a Client, no further personally identifiable information will be collected. However, prior data collected will be maintained, unless a written request for removal of information is provided by a Client.

6. Marketing, Fundraising and Volunteer Engagement.

6.1. 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:

6.1.1. 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.

6.1.2. 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 UWSL-branded t-shirts when they are provided by UWSL; writing content for UWSL communication materials; 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 I above.

6.2. Fundraising and Resource Development from Entities Other than UWSL. The Parties recognize that UWSL has limited financial resources and that UWSL’s primary value proposition is as adaptive process experts that convene and facilitate partnerships capable of achieving equitable, population-level change, rather than as a fund distributor. Given the limitations of UWSL’s financial resources, the Parties agree to work together where appropriate to secure financial resources apart from and in addition to UWSL Resources for the relevant Promise Partnerships, including:

6.2.1. **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:

6.2.1.1. Work together to seek funding opportunities, develop proposals, and secure new resources;

6.2.1.2. 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;

6.2.1.3. Present to the greatest extent possible funding opportunities that are directly or indirectly related to the Promise Partnerships to the Partners in each Promise Partnership listed in the recitals 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. Community School Directors and/or Network Directors will support these processes; and

6.2.1.4. 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.

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

6.2.3. Encourage individual employees to engage as volunteers and donors to the Promise Partnership work. UWSL workplace campaigns are not mandatory, but are recommended as a way of supporting and building shared ownership for the population-level results we jointly seek to improve, and for building a strong organizational culture of employee engagement and teamwork. Partners are encouraged to use UWSL's new digital engagement and giving platform (Salesforce Philanthropy Cloud) to facilitate employee giving and engagement year round. UWSL will provide engagement opportunities, compelling messaging/stories, payment processing, and more to assist Partners with UWSL workplace campaigns, regardless of Partner's utilization of the Philanthropy Cloud tool.

6.2.4. A federation or federated group is a term used in Resource Development to refer to a group of charities organized through common missions for purposes of participating in workplace employee giving campaigns or other collective fundraising efforts. As agreed upon by all local federations, the Partner is a member of United Way of Salt Lake's federation and shall not join another federation.

6.2.4.1. UWSL will honor an organization's request for exemption from the federation rule only with detailed reason(s) in a communication signed by Partner's Executive Director and Board Chair.

6.2.5. Partners involved in the homeless service system redesign and/or involved in the Shelter the Homeless (STH) Home4Change campaign agree to work collaboratively with UWSL and STH to maximize donations to that campaign and to the individual participating organizations through that campaign, while minimizing donor confusion. Partners recognize that the goal of that campaign is to increase overall resources available to provide services to those who are homeless. The campaign may shift resources that would have otherwise gone to UWSL to the Home4Change campaign. As such, UWSL reserves the right to adjust the amount of the grant made under this contract based on available resources. UWSL anticipates that in such cases the total amount received by the

partner through the Home4Change campaign would exceed the amount that would have been received from UWSL. UWSL will provide notification to Partner in writing prior to any reduction. Any reduction would require approval by UWSL's Board of Directors and would be provided with sixty (60) days notice.

**6.2.6. Nothing in this subsection 6 is intended to prevent Partner from seeking additional resources.**

6.3. Volunteer Engagement. The Parties agree to promote and support the mobilization of the community in supporting the relevant Promise Partnerships through volunteer engagement efforts, including identification and support of both one-time and ongoing group and individual volunteer opportunities. Partner agrees to:

6.3.4. Track the number of volunteers and volunteer hours associated with Promise Partnership work with the relevant Promise Partnerships during the grant term and submit this information to UWSL within 30 days of the end of the contract.

6.3.7. 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.

6.4. 2-1-1: Verify and update the information pertaining to organization housed with 2-1-1 on [211utah.org](http://211utah.org). Assistance on how to update the information using the web software can be obtained through the database team: [anna@uw.org](mailto:anna@uw.org) or [gloria@uw.org](mailto:gloria@uw.org).

**6.5. Inform UWSL in writing if the requirements set forth in this subsection 6 cannot reasonably be executed.**

7. Reporting Requirements.

7.1. Outcome Results. 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, using the identified performance measures. 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 I.

7.1.1. Performance Measure Reporting. Partner shall determine and provide anticipated performance measures annually by August 31, 2018 through a performance measure workbook to be provided by UWSL. Partner shall report on these performance measures within 30 days of the end of the grant, including all metrics as determined in the initial performance measure workbook. Performance measures may be aligned with a Promise

Partnership Network, or individual organizational goals, as related to achieving shared population level outcomes.

7.1.2. Direct Service Providers. Partner shall provide quarterly updates of all staff and volunteers in working in schools (Appendix B), including but not limited to: name, status of background check, and whether or not staff has unsupervised access to children. Partner shall be responsible for direct oversight of all staff and volunteers while working with students and families or on school district property. Partner shall ensure that all staff are adhering to relevant State and Federal regulations as well as all relevant District policies when communicating and interacting with students and families. If Partner does not employ staff and volunteers who spend time on school premises, they will confirm that in writing to UWSL in writing before execution of this contract and will inform UWSL in writing of any changes within five (5) business days.

7.2. Expense Reports. Partner shall provide an expense report in a format to be provided by UWSL (the “Expense Report”) within thirty (30) days of the end of the grant. Partners receiving pass-through grant funding shall provide an expense report quarterly, within thirty (30) days of the end of each quarter.

7.3. Notwithstanding that any personally identifiable student data obtained by UWSL from student education records shared pursuant to a FERPA Release is the property of the student, Partner agrees that all work product and analysis developed by UWSL from such student data shall be the property of UWSL subject to the requirements of FERPA, including the prohibition of further disclosure.

7.4. 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, Utah State Charitable Solicitations Permit, and organizational budget 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.

7.5. 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.

## 8. Operating Requirements



8.1. 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.

8.2. 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.

9. Term, Termination

9.1. 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.

9.2. 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.

9.3. UWSL may terminate this Agreement and/or Partner's affiliation with the relevant Promise Partnerships for the following reasons: Partner's default; Partner'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:

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

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

9.3.3. 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, “FERPA Talking Points”, “Direct Service Staff for Granite School District Providers”, “Granite School District - Direct Service Staff”, “UWSL Data Confidentiality Agreement”, “ETO End User Agreement”, “Privacy Notice”, and “Educational Records to be Imported into ETO with a FERPA Release”, may be amended by UWSL at any time without the consent of Partner. UWSL will give Partner amended agreements within 45 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 other Party for damages, losses, or injuries to other Party or another party other than if such is the result of the gross negligence or willful misconduct of said Party.

**United Way of Salt Lake**

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Bill Crim

Date

*President and CEO*

**«OUTBOUND\_GRANT\_AWARDS\_AWARDEE\_NAME»**

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**«OUTBOUND\_GRANT\_AWARDS\_EXECUTIVE\_DIRECTOR»**

Date

*Executive Director*

## SCHEDULE I

### Reporting Requirements

By January 31, 2019 (covering the period July 1, 2018-December 31, 2018) and July 31, 2019 (covering the period January 1, 2019-June 30, 2019), 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 7.1.1 of Article II of the Agreement, by August 31, 2018, 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 both Parties will share and use Personally Identifiable Information (PII) 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, (v) developing and improving student-individualized instruction, service plans, and predictive tests, and (vi) reporting non-identifiable aggregate data to secure funding and ensure compliance with funding agreements. 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 with 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 Personally Identifiable Information of any kind that is not collected directly by the Partner cannot be downloaded and/or stored on any external hard drive, cloud solution, or other media (i.e. USB drive, CD, DVD, or other method of storing data).** This includes, but not limited to, data taken from educational records.
    - 2.3.1. Any PII that has been printed must be retained in a secure manner in accordance with all relevant State and Federal student data privacy laws. 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, in accordance with all relevant State and Federal student data privacy laws.
    - 2.3.2. 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).

- 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 11 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 have a Partner signed Data Confidentiality Agreement (Appendix D), 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 interest in the information and are working in the Promise Partnership to achieve shared educational outcomes.
  - 2.8. That Personally Identifiable Information may not be shared with non-Partners. PII will only be disclosed to Partners who have a legitimate educational interest in the information and are working in the Promise Partnership to achieve shared educational outcomes.
  - 2.9. That Non-Personally Identifiable Information originated by any other Promise Partners may only be shared with non-Partners (i) to secure funding from potential funders and to ensure compliance with funding agreements, or (ii) with a legitimate educational interest in the information and are working to achieve shared Promise Partnership educational outcomes, and (iii) after receiving written permission from Partner(s) who originated the data. Written permission from Partner(s) must be granted by originating Partner with approved authority. 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 datasets for analysis, no guarantee 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 data or for any breaches of security. Partner shall report security breaches and/or inappropriate use and/or sharing of PII to UWSL 48 hours of discovery.
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 sign a FERPA Release prior to accessing, utilizing, storing, or Personally Identifiable Information collected

by with any Partners in the relevant Promise Partnerships, (ii) Create a copy of signed FERPA Release to keep on file, (iii) provide a copy of signed FERPA releases to UWSL upon request, and (iv) deliver original hard copy of FERPA releases to the student's school secretary.

#### 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) will be provided upon request and may be amended by UWSL at any time, in writing or by electronic means, without the consent of Partner.

4.2. Partner will only share Personally Identifiable Information through a Secure File Transfer Protocol (SFTP), unless they are using one of UWSL's data sharing systems of record. UWSL will provide a license to the SFTP that UWSL uses to Partners who do not have an SFTP.

4.3 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.

5.2 Notwithstanding paragraph 5.1, GRAMA Partners shall have sole discretion to apply their own policies and procedures regarding governmental records requests, to make legal determinations regarding records classifications pursuant to applicable law and policy, and to make decisions in records appeals, and GRAMA Partners shall have no obligation to involve UWSL in the same.

## 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 Data Sharing Agreement.

6.2. Partners are responsible for reporting known or suspected information or information technology security incidents. All security incidents at UWSL must be promptly reported to UWSL's Chief Operating Officer (Danya Pastuszek, 801-613-5567, danya@uw.org), who will review and assess the events. A security incident is any real or suspected event that may adversely affect the security of UWSL or the systems that process, store or transmit that information. An incident response will be handled appropriately based on the type and severity of the incident and could include investigation by **the Data Security Sub Committee of the UWSL Board of Directors, removal from the relevant Promise Partnerships, discontinuation of resources, and/or prosecution.**

## 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 cloud-based shared measurement system to help schools and community partners exchange information that will assist them in coordinating services for students to help them achieve academic outcomes. 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 (“**Authorized Users**”) in the relevant Promise Partnerships, who have been trained by UWSL, have signed an ETO End User Agreement (Appendix E) (an “End User Agreement”), and who have agreed to the Terms and Conditions set forth by ETO in the “End User License Agreement” provided by Social Solutions, 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. 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) will be provided upon request and may be amended by UWSL at any time, in writing or by electronic means, without the consent of Partner. 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 Release**"). The FERPA Release is (i) a release 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 Release 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 Release from each Client of Partner (or the Client's parent or guardian if the Client is under 18). The FERPA Release 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 Notice (Appendix F) (the "**Privacy Posting**") 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 in English and/or Spanish at locations where Clients and their parents are likely to be present. Videos are available upon request.
  - 2.4. Each Client who chooses not to sign a FERPA Release 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. Deliver the original copy of a signed FERPA Release to the student's school to be entered into the district's database by the school secretary within 5 business days.

2.5.2. Provide a copy of the FERPA Release to any Client who requests a copy of their Waiver.

2.5.3. Maintain original, signed copy of FERPA Release 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 of revocation of any client's FERPA Release.

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 the Educational Records to be Imported into ETO with a FERPA Release (Appendix G) 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 Release. Data shared shall be limited to the data elements specifically defined and authorized 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. 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. Partner acknowledges and agrees that, in order to continuously measure progress toward shared community-level goals, Partner must maintain the Personally Identifiable Information as outlined in the data plan created with UWSL. Partner must upload any client 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 Releases 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 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 login 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. Support Partner in the development of performance measures related to ETO for the purpose of short-cycle continuous improvement and to observe replicable strategies to scale in geographies outside of Promise Partnerships.
- 7.5. Offer additional trainings based on partner input and need.
- 7.6. 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 [etohelp@uw.org](mailto:etohelp@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. Log off 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.
  - 9.8. Users may be asked to use two-factor authentication to log into ETO (\*\*this is still under review with the budget- BS\*\*)
10. Misuse and restrictions
  - 10.1 ETO access will be disabled if an End User has more than 40% of invalid log offs within a 30 day period.

10.2 ETO access will be disabled if an End User does not log into ETO for more than 30 consecutive days.

10.3 ETO access can be restored after the End User meets with UWSL to review their responsibilities as outlined in the ETO End User Agreement and completes additional training provided by UWSL.

11. 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.

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[1] 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.

[2] The guidance above applies to data collected by organizations *other than your own*.

[3] 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](#).