



Academic Committee Meeting  
Monday, October 6, 2025 at 12:00 p.m.  
Gorgas Board Room

Meeting ID: 840 3807 6336  
Passcode: 579194

## Agenda

Item	Description	Presenters
1	Consideration and possible action on approval of data sharing agreement for VIDA study with Economic Mobility Corporation	Mr. Oscar Hernandez

# Data Sharing Agreement for VIDA Study

1



## Texas Southmost College District BOARD AGENDA ITEM REQUEST FORM

<b>Division:</b> Instruction	<b>Board Meeting Date:</b> 10/16/2025
---------------------------------	--

**Presenters:**

Mr. Oscar Hernandez, Associate Vice President of Institutional Effectiveness and Educational Technologies
---

**Agenda Item:**

Consideration and possible action on approval of data sharing agreement for VIDA study with Economic Mobility Corporation
---

**Rationale/Background:**

Economic Mobility Corporation received a grant from the Laura and John Arnold Foundation to conduct an evaluation of the Valley Initiative for Development and Advancement (VIDA). Economic Mobility Corporation will assess VIDA's impact on students' post-secondary education and employment outcomes. This is a 10-year (2025-2034) data sharing agreement and has been reviewed by legal counsel.
--

**Recommended Action:**

To approve the data sharing agreement with Economic Mobility Corporation and authorize President Rodriguez to execute the agreement, as presented.
--

**Fiscal Implications:**

Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No    If no, explain:
--

**FOR OFFICE USE ONLY:**

Board Action: Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Informational) <input type="checkbox"/> Tabled for action on:
Certified by: _____ Title: _____ Date: _____

---

### Attachments

Data Sharing Agreement  
Study Consent Form

# **Data Sharing Agreement Between Texas Southmost College And Economic Mobility Corporation**

## **1. Introduction**

This Data Sharing Agreement (the “Agreement”) is made by and between Texas Southmost College, a public institution of higher education (the “College”) and Economic Mobility Corporation (“Mobility”), a nonprofit organization located in New York. The College and Mobility may be referred to individually as a “Party” and collectively as the “Parties.”

## **2. Background and Purpose**

2.1 Mobility has received a grant from the Laura and John Arnold Foundation to conduct an evaluation of Valley Initiative for Development and Advancement (VIDA), a workforce development program providing intensive counseling, support services, career guidance, and financial assistance to help adults with low incomes complete postsecondary education and access well-paying careers (the “Purpose”). VIDA supports students enrolled at area colleges, including Texas Southmost College, to help them complete degree, certificate, and industry-recognized credential programs.

2.2 Mobility will assess VIDA’s impacts on students’ postsecondary education and employment outcomes, using a randomized controlled trial design. VIDA will enroll a total of 800 individuals in the study over a three-year period, half of whom will be randomly assigned to the treatment group that will receive VIDA’s support and half to a control group that will not receive VIDA’s support but who may receive other supports at the colleges. Mobility will examine VIDA’s impacts on postsecondary credential attainment and earnings over the seven years after study enrollment. Specifically, the study will assess whether VIDA has positive impacts on the likelihood that students earn a college credential and on other education outcomes, including the likelihood that students enroll in college each semester, the cumulative number of credits earned, and the likelihood of earning one of the credentials that VIDA supports. The study will also examine whether impacts differ for subgroups of participants, including by gender, age, race, education level, developmental course needs, employment status, marital status, and parenting status. To measure VIDA’s education impacts, the study will rely on data from Texas Southmost College and VIDA’s other college partners for all study participants, including data on enrollment, course completion, credits earned, and completion of degree, certificate, and industry-recognized credential programs.

2.3 The purpose of this Agreement is to document the rights and obligations of the Parties pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99, in order to protect the privacy of students’ education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) the right to access student records.

## **3. Scope of Data to be Disclosed**

3.1 To accomplish the purpose contemplated in this Agreement, the College agrees to provide Mobility certain confidential, individual-level data (collectively known as the “Data”), described in Appendix A: Scope of Data, for all study participants who have signed a study consent form, including those assigned to the VIDA treatment group and those assigned to the control group, for purposes of conducting the evaluation of VIDA.

3.2 The College shall prepare the Data as defined in Appendix A: Scope of Data on a schedule and frequency mutually agreed upon by the Parties in order to carry out the purpose of this Agreement.

3.3 For the purpose of this Agreement, the definitions of “directory information,” “education records,” and “personally identifiable information” are set out in 34 C.F.R. § 99.3. The Parties agree and represent that the information shared under this Agreement is narrowly tailored to meet the applicable FERPA provisions set out below.

#### **4. Applicable FERPA Provisions**

4.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by the College, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 et seq.

4.2 The following FERPA exception applies to this Agreement:

##### **Studies Exception:**

The purpose of the study is to (check one or more):

- ☐ (1) develop, validate, or administer predictive tests;
- ☒ (2) administer student aid programs; or
- ☐ (3) improve instruction.

#### **5. FERPA Confidentiality and Data Governance Provisions**

5.1 Each Party agrees to protect, using reasonable data security procedures, any confidential student information it receives or accesses that could make a student’s identity traceable. Each Party agrees that the data shall be treated as FERPA-confidential and in accordance with applicable law, including Chapter 521 of the Texas Business and Commerce Code (to the extent applicable), and in accordance with this Agreement, regardless of which Party possesses the Data. This provision shall survive the termination of this Agreement.

5.2 Mobility shall allow access to the Data only to: (i) persons and contractors who have been tasked by Mobility with storage, accessing and manipulating the Data; and (ii) persons and authorized program partners of Mobility that have been tasked by Mobility with accessing the Data for the purposes outlined in this Agreement.

5.3 Mobility designates Anne Roder, Vice President for Research and Evaluation, as an authorized representative of Mobility tasked with storing, accessing, and/or manipulating the Data for the purposes of this Agreement, and who will comply with the terms of this Agreement. Mobility may designate additional authorized representatives for this purpose, and prior to any authorized representative performing work pursuant to this Agreement, each additional authorized representative will be required to review and sign a copy of this Agreement, agreeing to abide by this Agreement.

5.4 Mobility agrees to safeguard the Data according to all commercially reasonable administrative, physical, and technical standards, continually monitor its operations, and take any action necessary to assure that the Data is safeguarded in accordance with state law and the terms of this Agreement. Mobility also agrees to ensure the confidentiality, integrity, and availability of the information or information processing provided, including providing evidence that the stored Data is recoverable and contingency plans are in place. In the event of a data breach due to Mobility's failure to meet its security obligations under this Agreement or a failure by Mobility's designated representative to comply with its security obligations or the occurrence of some other event requiring notification under applicable law, Mobility agrees to comply with all notification requirements and to indemnify and hold harmless and defend College against any claims or damages arising out of any breach of Mobility's obligations or other duties under this Agreement.

## **6. School Official Provisions Governing Disclosure**

### **6.1 Use of Data:**

- (a) Mobility may use personally identifiable information ("PII") from education records provided by the College only to meet the purpose or purposes of the evaluation of VIDA as stated herein.
- (b) The Parties agree that Mobility may carryout the activities authorized by this Agreement in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in authorized activities.
- (c) Mobility understands and agrees that it may not publish any study, report, or other findings that contains any PII. Mobility agrees to publish any data or study in a way that protects the privacy and confidentiality of the individuals involved. When publishing tables, cell suppression and other methods of disclosure avoidance shall be used by Mobility to ensure students cannot be identified through small numbers displayed in table cells. Mobility must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Mobility agrees to mask data in such a way to avoid this risk.
- (d) The College retains an express right to review any data prior to publication by Mobility and to verify proper disclosure avoidance techniques have been used.

- (e) Access to Data: Mobility understands and agrees that it may allow internal access to PII from education records only to individuals with a need to know and that Mobility should take steps to maintain the confidentiality of the PII from education records at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.
- (f) Mobility agrees that each of its researchers, employees, and authorized persons with access to PII are required to review and sign a copy of this Agreement.

## **7. Ownership**

7.1 Except as expressly set out in this Agreement, the College or another party acting as an authorized representative of the College does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement.

## **8. Destruction**

8.1 Notwithstanding any other term of this Agreement, the College retains the right to terminate Mobility's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement.

8.2 Mobility must return, destroy, or obliterate all PII from education records obtained under this Agreement not later than one calendar month following receipt of instructions from the College or following the termination of this Agreement for any reason. This term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. § 99.31(a)(1)(i)(B).

8.3 Upon completion of the return, destruction, or obliteration of the applicable education records and PII, the Data Compliance Official and Data Custodian listed herein, shall provide to the College a written, sworn verification of the return, destruction, or obliteration of the data.

## **9. Term and Termination**

9.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall continue through December 31, 2035.

9.2 Either Party may terminate this Agreement for any reason by giving 15 days' written notice of termination to the other Party.

9.3 Any breach of this Agreement leading to unlawful disclosure of education records or PII that is covered under 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99 constitutes a material breach of this Agreement and constitutes cause for immediate termination by the College.

9.4 Upon termination, Mobility will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to the College that contain PII.

9.5 Any duty of confidentiality as to FERPA-protected information at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

## **10. General Terms Applicable to All Access**

10.1 The Parties each individually and collectively represent that under all terms of this Agreement, the disclosure of education records is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records only as essential to carry out the terms of the audit, evaluation, study, project, or program described herein.

10.2 Mobility agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits “unauthorized look-ups.”

10.3 The Parties each individually and collectively represent that Mobility will allow access to PII only to those individuals employed by Mobility or who are authorized representatives of Mobility with a need to know.

10.4 Mobility represents that it will ensure that each individual who is able to access PII is expressly informed of the limitations on the right to access and use the PII. Mobility represents that it will immediately terminate access to PII and has the right to discipline any authorized representative who fails to comply with this Agreement or otherwise violates FERPA.

10.5 Mobility represents that it will not redisclose any data or PII governed by this Agreement without express permission from the College.

10.6 Mobility represents it has a sound data security program, one that protects both data at rest and data in transmission.

10.7 Mobility represents that all employees who will participate in or are connected to the project and activities described in this Agreement have been trained to properly to handle education records and PII in accordance with this Agreement and FERPA.

10.8 To the maximum extent provided by law, the College expressly retains the right to audit Mobility’s compliance with this Agreement, including obtaining copies of documents from Mobility that demonstrate whether Mobility has breached this Agreement.



## 11. Notices

11.1 The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

**For the College:**

Name:

Title

Address

Email:

**For Mobility:**

Name: Anne Roder

Title: Vice President for Research and Evaluation

Address: 233 West 99<sup>th</sup> St, Suite 7B, New York, NY 10025

Email: aroder@economicmobilitycorp.org

## 12. Miscellaneous Terms

12.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

12.2 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

12.3 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

12.4 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

12.5 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

12.6 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall lie exclusively in Cameron County, Texas.

12.7 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

12.8 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the College and Mobility signify that each Party understands and will comply with the conditions stated above.

**Texas Southmost College**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mobility**

Signature: \_\_\_\_\_  
Name: Mark Elliott  
Title: President  
Date: \_\_\_\_\_

**Role of the Parties**

The College designates the following individual as the Point of Contact for Compliance and receipt of notification under this Agreement:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mobility designates the following individual as the Data Compliance Official and Data Custodian for the purpose of this Agreement:

Signature: \_\_\_\_\_  
Name: Anne Roder  
Title: Vice President for Research and  
Evaluation

## APPENDIX A: SCOPE OF DATA

The following table outlines the scope and source of all Data to be provided to Mobility by the College under this Agreement. This Appendix may be amended if Data requirements change.

	Element Name	Element Definition	Data Collection Period
For all courses in which study participants enrolled:			
1	Semester and year	Semester and year of course enrollment	Annually in September from 2025 to 2034
2	College-level or remedial	Whether the course is a college-level or remedial course	Annually in September from 2025 to 2034
3	Course number/area of study	Course number and area of study (e.g., BIOL, CIT, MATH)	Annually in September from 2025 to 2034
4	Course outcome	Outcome of course (e.g., completed, failed, withdrew, audited, incomplete)	Annually in September from 2025 to 2034
5	Credits earned	Number of credits earned	Annually in September from 2025 to 2034
6	Cumulative GPA		Annually in September from 2025 to 2034
For each credential study participants earn:			
7	Type of credential	Type of credential earned, such as certificate, industry-recognized credential, Associate's degree	Annually in September from 2025 to 2034
8	Course of study/major	Course of study or major in which credential was earned	Annually in September from 2025 to 2034
9	Date earned	Date the credential was earned	Annually in September from 2025 to 2034

## **Economic Mobility Corporation (Mobility) VIDA Evaluation Consent Form**

### **Description of the study**

Mobility is a nonprofit organization that develops and evaluates programs that help people obtain good jobs and increase their income. We are conducting a research study of Valley Initiative for Development and Advancement (VIDA). Arnold Ventures and Ascendium Education Group, both private foundations, are funding the study. The study's goals are to learn whether VIDA helps people to obtain college degrees, certificates, or other industry credentials, and increase their earnings. Mobility will write reports on the study's findings that we will share with VIDA, Arnold Ventures, Ascendium Education Group, public agencies, foundations, and other educational and workforce development agencies. The purpose of the reports will be to increase knowledge about how to help people complete education or training and increase their earnings and financial well-being.

### **Explanation of participation in the study**

If the VIDA staff determine that you are eligible for the program and you agree to participate in the VIDA study, the following things will happen.

1. You will be asked to complete an intake survey that will take about 20 minutes to complete and includes questions about your education, household, recent employment, and contact information.
2. A computer program will use a lottery-like process to assign you to one of two groups—either a group that will receive the VIDA services or a group that will not receive the VIDA services—as follows.
  - You will have a 50 percent chance of being assigned to the group that receives the VIDA services.
  - You will have a 50 percent chance of being assigned to the group that does not receive the VIDA services. If you are assigned to this group, you may receive services offered by colleges or training providers or apply for services offered by other agencies. You may reapply to VIDA after five years.
3. We will collect information about you from VIDA, including:
  - Your name, address, phone number, email, date of birth, Social Security Number, and other contact information. This information will **not** appear in any report or other public documents. We will **only** use this information to obtain your education or training records and your earnings and unemployment records, and to contact you for the follow-up surveys, as described below.
  - Program records on your intended program of study and, if you are selected to be in the VIDA group, your receipt of VIDA services (e.g., advisor meetings, financial benefits, tutoring, and other supports).
4. We will collect information from VIDA's education partners, including South Texas College, Texas State Technical College, Texas Southmost College, and the Rio Grande Valley-Laredo Joint Apprenticeship and Training Committee about your major or program of study, the courses in which you enroll, dates enrolled, course completion, credits earned, degree and other credential completion, and related academic records.
5. We will collect information about your enrollment in college or other postsecondary education and any degrees or diplomas you earn from the National Student Clearinghouse (NSC), which holds data from public and private postsecondary educational institutions across the country.
6. We will collect information from the Texas Workforce Commission (TWC) about your earnings and receipt of unemployment benefits during the two years before through the seven years after you enroll in the study. If funding is available to extend the study, we may collect data from TWC about your earnings and unemployment benefits for up to 10 years after you enroll in the study. Mobility is subcontracting with the Ray Marshall Center at the University of Texas-Austin to access and analyze the TWC data.
7. You will be asked to complete surveys about 4 years and 7 years after you enroll in the study. Mobility will subcontract with the RAND Corporation to conduct the surveys. The interviewer will ask about your participation in education, training, and employment services, your recent employment, income, and financial well-being. The surveys will last about 35 minutes each. You may choose not to do the survey or, if you do the survey, you do not have to answer any questions that make you uncomfortable.

8. If you are selected to be in the VIDA group, we may ask you to take part in a 90-minute small group discussion or individual interview to talk about your experiences with the VIDA program. You may choose not to take part in a small group discussion or individual interview or, if you do, you do not have to answer any questions that make you uncomfortable.

### **Your participation in this study is voluntary**

Participation in this study is voluntary. You will only be included in the study if you provide consent. If you choose not to participate in the study, you will not be eligible to take part in the VIDA program. If you agree to take part in the study and decide in the future that you no longer want to participate, you may drop out of the study. You may be withdrawn from the study by the researchers without your consent.

### **Confidentiality**

We will take all reasonable steps to protect any information we collect from you. Your name and other information that could be used to identify you will **not** appear in any report or other public documents. We will keep all information we collect about you in secure files on computers in secure locations at all times. Only research team members working on the study will have access to your confidential information. We will only use your name, address, phone number, and Social Security Number to contact you for the surveys and to obtain your education records from VIDA's education partners and the NSC, and your earnings and unemployment records from TWC. We will assign you a unique study ID number. Only this number will be stored in files containing your program, earnings, and survey data so that we can match data from different sources. The code list matching your study ID and your personal identifiers will be kept in a separate secure location. After we have finished collecting the study data, we will remove your name, date of birth, and Social Security Number from our files.

### **Risks**

Although we will take every step to protect your privacy, there is a very small chance your information could be unintentionally revealed. We have established policies and procedures to prevent this from happening.

### **Benefits**

We will use information we collect about you to help improve the services that VIDA and other organizations provide to help people earn college and industry credentials and increase their earnings. You may benefit in the future from improvements made to these services as a result of the study, but this cannot be guaranteed.

### **Compensation**

Whether you are assigned to the group that receives the VIDA services or to the group that does not receive the VIDA services, you will be asked to complete an intake survey at the time of enrollment and follow-up surveys four and seven years later. If you enroll in the study and complete the intake survey, you will receive a \$25 gift card. If you complete a follow-up survey four years from now, you will receive a \$35 check or money order. If you complete a follow-up survey seven years from now, you will receive a \$35 check or money order. A small number of people assigned to the VIDA group will be asked to take part in a small group discussion or individual interview about your experiences with VIDA. If you take part in a small group discussion, you will receive a \$30 gift card. If you take part in an individual interview, you will receive a \$75 gift card. No other compensation will be provided.

### **If you agree to be in the study and at any time you have questions, you may contact:**

Anne Roder, Vice President of Research, Economic Mobility Corporation, Toll-Free Telephone or Fax: (888) 426-7170; E-mail: [aroder@economicmobilitycorp.org](mailto:aroder@economicmobilitycorp.org).

This project has been reviewed and approved by the Heartland Institutional Review Board. Questions concerning your rights as a participant in this research may be addressed to the Executive Director at Heartland IRB. Office: (866) 618-HIRB [4472]; Fax: (866) 414-0517; or by emailing [director@heartlandirb.org](mailto:director@heartlandirb.org).

I have read this consent form, or it has been read to me, and I agree to participate in the VIDA study.

**Print First and Last Name:**

**Electronic Signature:**

**Date:**