

## DATA SHARING AGREEMENT

between

Graduation Alliance, Inc.

AND

[Educational Service Center of Central Ohio](#)

(hereinafter referred to as “District”)

(each identified individually as a “Party” and collectively as the “Parties”)

### A. PURPOSE

This Data Sharing Agreement (“DSA”) serves the following purposes:

1. Preserving the confidentiality of Student identities, including assurance that identifiable Student Data is not released to third parties;
2. Enhancing the ability of Graduation Alliance and the District to improve academic achievement for Students by allowing access to individual Student Records; and
3. Accurately measuring Graduation Alliance and the District’s progress toward improving Student outcomes and indicators, and meeting set targets and other goals using data shared between the Parties.

### B. DEFINITIONS

The following definitions apply to this document:

1. **“Student”** is defined as any individual who is or has been in attendance, whether in-person or online, with District, and regarding whom the District maintains education records.
2. **“Personally Identifiable Information”** (“PII”) is as defined in the Family Educational Rights and Privacy Act (“FERPA”), as set forth at 20 U.S.C. § 1232g, 34 CFR Part 99, and if applicable as defined in related state laws and regulations pertaining to the state in which the Student resides.
3. **“Education Records”** is as defined in FERPA and if applicable as defined in related state laws and regulations pertaining to the state in which the Student resides.
4. **“Student Data”** is the combination in any form of Personally Identifiable Information and Education Records.

### C. OBLIGATIONS OF GRADUATION ALLIANCE

Graduation Alliance, representing all members of the organization, shall ensure the confidentiality of Student Data through the following methods:

1. Graduation Alliance’s data custodian(s) shall have completed commercially-reasonable training in the handling and maintenance of Student Data.
2. Graduation Alliance shall strictly comply with all state and federal laws that apply to the use and release of the Student Data. When necessary to comply with these laws, Graduation Alliance shall procure the consent of parents or eligible Students, as required under applicable law, to the release and use of the Student Data, and shall maintain and make written proof of parent or Student (if Student is over the age of 18) consent available to Graduation Alliance.
3. Graduation Alliance shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
4. Graduation Alliance shall restrict access to the data only to (i) the person or persons who provide direct services to Students enrolled under the Master Agreement; or (ii) the person or persons within Graduation Alliance’s organization who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this DSA.
5. Graduation Alliance shall not release or otherwise reveal, directly or indirectly, the Student Data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order.
6. Graduation Alliance shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the Student Data without the express written consent of Graduation Alliance, and if necessary, based upon FERPA and its regulations, Students and/or their parents.
7. Graduation Alliance shall not use Student Data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize Graduation Alliance to have access to additional Student Data from Graduation Alliance that is not included in the scope of the DSA (or addenda). Graduation Alliance understands that the DSA does not convey ownership of the Student Data to Graduation Alliance.
8. Graduation Alliance shall take commercially-reasonable security precautions and protections to ensure that persons not authorized to view the Student Data do not gain access to the Student Data. Commercially-reasonable security precautions and protections include, but are not limited to:

- a. Creating, distributing, and implementing data governance policies and procedures which protect Student Data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
- b. Encrypting all Student Data carried on mobile computers/devices;
- c. Encrypting all Student Data stored in Graduation Alliance’s databases or other storage and access media;
- d. Encrypting Student Data before it is transmitted electronically;
- e. Requiring that users be uniquely identified and authenticated before accessing Student Data;
- f. Establishing and enforcing well-defined data privilege rights which restrict users’ access to the Student Data necessary for them to perform their job functions;
- g. Ensuring that all staff accessing Student Data sign a commercially-reasonable non-disclosure agreement;
- h. Securing access to any physical areas/electronic devices where Student Data are stored;
- i. Installing technology necessary to provide commercially-reasonable security for network transmissions involving Student Data;
- j. Installing commercially-reasonable anti-virus, network intrusion, logging and notification systems to protect the network and computers where Student Data is stored and accessed;
  - i. Graduation Alliance shall report all known or suspected breaches of Student Data, in any format, to District’s data reporting team within twenty-four (24) hours of confirming or reasonably suspecting such a breach. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.
  - ii. Graduation Alliance shall securely and permanently destroy the Student Data, and any and all hard and soft (electronic) copies thereof, upon the termination of this DSA or the Master Agreement. Graduation Alliance agrees to require all employees, contractors, or agents of any kind using Student Data to comply with this provision. Graduation Alliance agrees to document the methods used to destroy the Student Data, and upon request, provide written certification to Graduation Alliance that the Student Data has been destroyed.
  - iii. For purposes of this DSA and ensuring Graduation Alliance’s compliance with the terms of this DSA and all applicable state and Federal laws, Graduation Alliance will designate a custodian of the Student Data that Graduation Alliance shares with Graduation Alliance. Graduation Alliance will release all Student Data and information under this DSA to said named custodian (the “Data Custodian”) in Section VI of this DSA. The Data Custodian shall be responsible for transmitting all Student Data requests and maintaining a log or other record of all Student Data requested and received pursuant to the DSA, including confirmation of the return or destruction of Student Data as described below.
  - iv. Graduation Alliance or its agents may, upon request, review the records Graduation Alliance is required to keep under this DSA. Graduation Alliance designates its Chief Technology Officer (or an alternative designee specified in writing) as its liaison for all communications with Graduation Alliance regarding this DSA;
  - v. Graduation Alliance acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying state regulations related to the nondisclosure of protected Student information constitutes just cause for Graduation Alliance to immediately terminate this DSA and the Master Agreement.

**D. OBLIGATIONS OF DISTRICT**

During the term of this Agreement, District shall prepare and deliver to Graduation Alliance the Necessary Data and Additional Data as defined in Paragraph 2.b of the Attendance Recovery Agreement in a digital format mutually agreed on by Parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.

[Educational Service Center of Central Ohio](#)

Signature: 

Signature: *David Varda*

Name: Andy Cusimano

Name: David Varda

Title: CFO

Title: CFO/Treasurer

Date: March 18, 2021

Date: March 17, 2021

Address: 310 S. Main St. 12<sup>th</sup> Floor

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