

**DATA SHARING AGREEMENT
FOR
OHIO 22+ ADULT HIGH
SCHOOL DIPLOMA
PROGRAM**

This Data Sharing Agreement (**DSA** or **Agreement**) is entered into between Graduation Alliance, Inc. (**Contractor**) and the school district accepting and entering into this DSA (**District**), as identified by its signature below. This DSA relates to the Ohio 22+ Adult High School Diploma Program described at <https://education.ohio.gov/Topics/Testing/Ohio-Options-for-Adult-Diploma/22-Adult-High-School-Diploma-Program> (**Program**).

WHEREAS Contractor has entered into agreements with authorized Program providers whereby Contractor provides Program services to eligible Program participants who, upon successful completion of the Program, will receive a high school diploma from the school district in which the participant currently resides, and

WHEREAS the Ohio Legislature has expanded Program eligibility, on a pilot basis, to individuals aged 18 to 21 years old who have not received a high school diploma or equivalent, and

WHEREAS in order to serve the population of potential Program participants by providing opportunities to enjoy the educational and career benefits attendant to earning a high school diploma, District is willing to share with Contractor information about current or former District students (**Student Data**) necessary for Contractor to identify, contact, and recruit potential Program participants, and

WHEREAS Contractor is willing to enter into this DSA with District in order to assure District that all Student Data provided to Contractor will be received, used, stored, and disposed of in a manner compliant with all federal and state laws and designed to afford the highest degree of confidentiality and security,

NOW, THEREFORE, CONTRACTOR AND DISTRICT AGREE AS FOLLOWS:

I. DEFINITIONS

The following definitions apply to this document:

- a. “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.
- b. “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 state laws and regulations of the state in which the Student resides.

- c. "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.
- d. "Student Data" is the combination in any form of Personally Identifiable Information and Education Records.

II. OBLIGATIONS OF CONTRACTOR

- a. Contractor shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
- b. Contractor shall restrict access to the Student Data only to (i) the person or persons who provide direct services to Students referred for the Program; or (ii) the person or persons within Contractor's organization who have been tasked with analyzing the Student Data and made aware of the terms of this DSA.
- c. Contractor 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.
- d. Contractor 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 District, and if necessary, based upon FERPA and its regulations, Students and/or their parents. Notwithstanding the foregoing or any other provision of this Agreement, Contractor reserves the right to use for its own research, analysis, and product development purposes, in a manner compliant with FERPA and any other relevant data privacy statutes or regulations, aggregated and de-identified or anonymized Student Data provided by Institution.
- e. Contractor shall not use Student Data shared under this DSA for any purpose other than the goals of the Program and as outlined in this DSA. Nothing in the DSA shall be construed to authorize Contractor to have access to additional Student Data from District that is not included in the scope of the DSA. Contractor understands that the DSA does not convey ownership of the Student Data to Contractor.
- f. Contractor 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:
 - 1. 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;
 - 2. Encrypting all Student Data carried on mobile computers/devices;

3. Encrypting all Student Data stored in Contractor's databases or other storage and access media;
 4. Encrypting Student Data before it is transmitted electronically;
 5. Requiring that users be uniquely identified and authenticated before accessing Student Data;
 6. Establishing and enforcing well-defined data privilege rights which restrict users' access to the Student Data necessary for them to perform their job functions;
 7. Ensuring that all staff accessing Student Data sign a commercially reasonable non-disclosure agreement;
 8. Securing access to any physical areas/electronic devices where Student Data are stored;
 9. Installing technology necessary to provide commercially reasonable security for network transmissions involving Student Data; and
 10. Installing commercially reasonable anti-virus, network intrusion, logging and notification systems to protect the network and computers where Student Data is stored and accessed.
- g. Contractor shall report all known or suspected unauthorized disclosures of or access Student Data, in any format, to the District within forty-eight (48) 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.
- h. Subject to Section II(d), Contractor 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 Program. Contractor agrees to require all employees, contractors, or agents of any kind using Student Data to comply with this provision. Contractor agrees to document the methods used to destroy the Student Data, and upon request, provide written certification to District that the Student Data has been destroyed.
- i. For purposes of this DSA and ensuring Contractor's compliance with the terms of this DSA and all applicable state and Federal laws, Contractor designates its Chief Technology Officer (or an alternative designee specified in writing) as custodian of the Student Data that District shares with the Contractor. District will release all Student Data and information under this DSA to said named custodian (the "Data Custodian"). 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.

- j. District or its agents may, upon request, review the records Contractor is required to keep under this DSA. Contractor designates its Chief Technology Officer (or an alternative designee specified in writing) as its liaison for all communications with the District regarding this DSA.
- k. Contractor 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 District to immediately terminate this DSA.

III. OBLIGATIONS OF DISTRICT

District shall timely provide Contractor with the Student Data described in Exhibit “A” in the manner and format described therein and provide such other support as Contractor may reasonably request in order to perform Program services and satisfy its obligations under this DSA.

IV. PAYMENT

No payments will be made under this DSA by either party.

V. INDEMNIFICATION

Contractor agrees that to the fullest extent permitted by law, Contractor will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys’ fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Contractor under this DSA. The terms of this section shall survive termination of this DSA.

VI. NOTICES

All notices contemplated or required under this DSA shall be in writing and delivered by email, with a copy sent via U.S. Mail as follows:

To Contractor: Graduation Alliance, Inc.
310 South Main Street 12th Floor
Salt Lake City, Utah 84101
contracts@graduationalliance.com

To District: Notices to District shall be sent to the email and physical address provided by District below.

VII. TERM

The Term of this DSA begins with District’s signature hereto and ends at the earlier of the termination of this DSA or the Program. Contractor’s obligations to maintain the

confidentiality of Student Data shall survive termination and continue for so long as required by governing statute or regulation. This DSA will allow for the District to provide Contractor with Student Data for the Term specified above. The DSA shall become effective on the date when the last party to sign has executed this DSA unless terminated under the terms of Paragraph VII below. This DSA may be extended upon mutual written agreement.

VIII. TERMINATION

Either party may terminate this DSA for good reason or no reason upon fifteen (15) days written notice to the other party. In addition, District may terminate this DSA with immediate effect if it determines such action is necessary for the health, safety or education of Students or staff.

IX. MISCELLANEOUS PROVISIONS

- a. Amendment. Modifications to this DSA must be in writing and be signed by each party.
- b. Governing Law. The terms of this DSA shall be interpreted according to and enforced under the laws of the state of District's residence. The parties agree that any judicial proceedings filed by the parties regarding this DSA will take place in the county of District's residence.
- c. Severability. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA shall continue in full force and effect.
- d. Survival. Sections II, V, and IX shall survive termination of this Agreement.
- e. Assignment. Neither party shall assign its rights or responsibilities under this DSA without contemporaneous written notice to the other party.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts. The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the DSA, and that facsimile signatures shall be as effective and binding as original signatures.
- h. Debarment. District, by executing this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency.

[signature page follows]

WHEREFORE, Contractor and District have entered into this DSA as evidenced by the signatures of their authorized representatives below.

Contractor:

District:

Graduation Alliance, Inc.
310 S. Main Street, 12th Floor
Salt Lake City, UT 84101

By: _____

By: _____

Title: _____

Title: _____

Email: contracts@graduationalliance.com

Email: _____

Date: _____

Date: _____

EXHIBIT "A"



Ohio 22+ Standard Student Referrals - File Instructions

Instructions

To ensure a seamless transition of student data, the following instructions will help guide districts on how to prepare student data files. This document is Exhibit A referenced in the Data Sharing Agreement (DSA).

Files provided to Graduation Alliance should be comma-delimited CSV files and would be uploaded to our secure file sharing site.

Your program manager will provide access to our secure file sharing site. We can create as many login accounts as necessary. Please be sure to share who needs a login account with your program manager.

Our secure file sharing site also supports most popular FTP clients. Actual volume over time and each party's technical capabilities will determine whether API or additional web service integration will be performed (*note this may require additional expense*).

There is an additional CSV template document that can be used as a starting point to provide data to Graduation Alliance. However, below is a listing of the data we are requesting that you provide.

Our data specification requires **one row per student, each designated by the student's unique State Student ID**. The ID may be in any alphanumeric format.

Please make sure items marked in **BLUE** are included in your file—in particular, missing State Student IDs and invalid phone numbers are the most common reasons for records being sent back for correction and causes subsequent delays in reaching students.

Additional Details:

1. Please use the following file naming convention: Ohio 22+ [Your Org] Student Referrals [YYYY-MM-DD].csv", where 'Your Org' is the name of your academic institution and [YYYY-MM-DD] indicates the snapshot date of the data.
2. To maintain the integrity of the data, the files should be text-qualified, comma-delimited CSV files (preferably UTF-8 encoded). Please use the double-quote character (") as the text qualifier and as the escape character, when necessary.
3. Please provide only a single file with ALL students combined; one record per student.
4. Please upload the file directly into your home folder on our SFTP site.
5. While Graduation Alliance will make commercially reasonable efforts to validate phone numbers and email addresses against Do Not Contact (DNC) databases, please do not include records which are known to your organization to be designated as DNC.

EXHIBIT “A”

FROM CUSTOMER (Mandatory fields in BLUE BOLD)***	Column	Example Data	Type	Definition
State_Student_ID	A	<i>A987564321</i>	Identity	The student's state-level unique identifier.
District_Student_ID	B	<i>A100234567</i>	Identity	The student's district-level unique identifier.
Last_Name	C	<i>Doe</i>	Identity	The student's surname or family name.
First_Name	D	<i>Jane</i>	Identity	The student's given name(s).
Home_Language_Preference	E	<i>English</i>	Demographic	The student's family home language preference. Text field—blank values are assumed to be "English". Textual descriptions are preferred over language codes (e.g., enter "English" rather than "EN" or "ENG").
District_Race	F	<i>Native American</i>	Demographic	Text field - if using non-obvious codes please provide a separate list of values
District_Ethnicity	G	<i>Not Hispanic</i>	Demographic	Text field - if using non-obvious codes please provide a separate list of values
Birthdate	H	<i>8/1/2006</i>	Demographic	The student's birthdate, formatted as mm/dd/yyyy.
Grade_Level	I	<i>9</i>	Demographic	The student's current grade level, formatted as a number. (e.g., enter "9" rather than "9th" or "Grade 9").
Primary_Phone	J	<i>801-333-4444</i>	Contact	The student's primary phone number for outreach (e.g., home phone number). Do Not Call/Contact numbers are not allowed. 10-Digit phone numbers are required (with the area code). Only include one phone number in this field—do NOT enter multiple phone numbers.
Secondary_Phone	K	<i>801-555-1234</i>	Contact	The student's secondary phone number for outreach (e.g., mobile phone number). Do Not Call/Contact numbers are not allowed. 10-Digit phone numbers are required (with the area code). Only include one phone number in this field.
Primary_Email	L	<i>jdoe@email.com</i>	Contact	The parent's primary email address (e.g., personal email address). Do Not Contact/Unsubscribed emails are not allowed. Only include one email address in this field.
Secondary_Email	M	<i>doejane1234@email.com</i>	Contact	The parent's secondary email address (e.g., institution email address). Do Not Contact/Unsubscribed emails are not allowed. Only include one email address in this field.
Mailing_Address_Street	N	<i>310 S Main St 12th Floor</i>	Contact	The street portion of the student's mailing address. Do Not include city, state and/or zip code data. Please include any applicable apartment numbers.
Mailing_Address_City	O	<i>Salt Lake City</i>	Contact	The city portion of the student's mailing address.
Mailing_Address_State	P	<i>UT</i>	Contact	The state portion of the student's mailing address. Two-character postal code is preferred (e.g., enter "UT" rather than "Utah").
Mailing_Address_Zip_Code	Q	<i>84101</i>	Contact	The zip code portion of the student's mailing address. ZIP+4 format is preferred; however ZIP is acceptable.
Parent_Guardian_Last_Name_(Contact_1)	R	<i>Smith</i>	Contact	The last name of the first additional contact for student outreach (e.g., the last name of a parent or legal guardian). Only include one contact in this field.
Parent_Guardian_First_Name_(Contact_1)	S	<i>John</i>	Contact	The first name of the first additional contact for student outreach (e.g., the first name of a parent or legal guardian). Only include one contact in this field.

EXHIBIT "A"

Parent_Guardian_Phone	T	801-333-4444	Contact	The primary phone number of the first additional contact for student outreach (e.g., the primary phone number of the specified parent or legal guardian). 10-Digit phone numbers are required (with the area code). Only include one phone number in this field—do NOT enter multiple phone numbers.
Parent_Guardian_Email	U	<i>jsmith@email.com</i>	Contact	The primary email address of the first additional contact for student outreach (e.g., the primary email address of the specified parent or legal guardian). Only include one email address in this field.
Contact_2_Last_Name	V	<i>Smith</i>	Contact	The last name of the second additional contact for student outreach (e.g., the last name of a second parent or legal guardian, or the last name of an emergency contact for the student). Only include one contact in this field.
Contact_2_First_Name	W	<i>Samantha</i>	Contact	The first name of the second additional contact for student outreach (e.g., the first name of a second parent or legal guardian, or the first name of an emergency contact for the student). Only include one contact in this field.
Contact_2_Phone	X	801-333-4444	Contact	The primary phone number of the second additional contact for student outreach (e.g., the primary phone number of a second parent or legal guardian, or the primary phone number of an emergency contact for the student). 10-Digit phone numbers are required (with the area code). Only include one phone number in this field—do NOT enter multiple phone numbers.
Contact_2_Email	Y	<i>ssmith@email.com</i>	Contact	The primary email address of the second additional contact for student outreach (e.g., the primary email address of a second parent or legal guardian, or the primary email address of an emergency contact for the student). Only include one email address in this field.
Disengaged	Z	Yes	Program	Yes/No field to determine if a student is classified as "disengaged" due to lack of attendance. If blank, assumed to be "no".
Student_Last_Attendance_Date	AA	<i>3/1/2021</i>	Program	The student's last known attendance date, formatted as mm/dd/yyyy
School_Name	AB	<i>East High School</i>	Program	Name of the school in the district in which the student is registered.
State_School_ID	AC	<i>AA203456</i>	Program	District and State ID number (combined) for the school within the district which student is registered to

*** Please do NOT change column order and do NOT exclude columns—if data is not available, leave the field blank while keeping the column header row intact.