

## DATA SHARING AGREEMENT

Agreement between the DeKalb County School District and College AIM, Inc.

WHEREAS, the DeKalb County School District, located at 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083, and College AIM, Inc., located at 342 South McDonough Street, Decatur, GA 30030, individually or collectively known as the "Party" or "Parties;"

WHEREAS, each Party collects and maintains educational data relating to various aspects of student academic performance and achievement;

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the Parties hereby agree as follows:

1. This Agreement governs the sharing of Confidential Information by the Parties, and the Parties agree to safeguard the confidentiality of the Confidential Information, including as required by the Federal Family Educational Rights and Privacy Act ("FERPA") and other applicable laws and regulations. The sharing of Confidential Information for the purposes of this Agreement is pursuant to 20 U.S.C. § 1232g, and 34 C.F.R. Part 99; however, some Parties may also have access to personally identifiable education records in connection with an audit or evaluation of federal or state supported education programs under 34 C.F.R. 99.31 (a)(3)(iv) and 34 C.F.R. 99.35, as school officials with a legitimate educational interests under 34 C.F.R. 99.31(a)(I), or other applicable provision of FERPA or its implementing regulations.
2. Wherever used in this Agreement, unless specifically stated otherwise, the following terms will have their respective meanings as ascribed as follows:
  - a. **"Confidential Information"** means information shared under this Agreement that is personally identifiable student information derived from education records as determined under the Family Educational rights and Privacy Act ("FERPA"), and any other information shared pursuant to this Agreement. Confidential Information does not include information that is generally available in the public domain, or information that is required to be released by a Party to comply with a law, or court order.
  - b. **"Purposes"** means the specific purposes of this Agreement as described in paragraph three (3) of this Agreement.
  - c. **"Third Party/Parties"** means any person, group, corporation or entity that is not a Party to this Agreement.
  - d. **"Researcher"** means any individual identified by either Party who will have access to the Confidential Information of the other Party for the purposes of research and reporting.
  - e. **"Report"** means reports, presentations, publications utilizing Data that is accessible to Third Parties in accordance with the Use Policy.

- f. **"Personally Identifiable Information (PII)"** is a subset of Confidential Information and refers to the personally identifiable student information derived from education records as determined under FERPA 34 CFR 99.3 defines PU to include: (i) a student's name, (ii) the name of the student's parent or other family member; (iii) the address of the student or student's family; (iv) a personal identifier, such as the student's Social Security Number or student number; (v) a list of personal characteristics (including demographic information) that would make the student's identity easily traceable; (vi) other information that would make the student's identity easily traceable.
  - g. **"Student academic performance"** includes all information related to the academic performance of students or would have an effect on academic performance, including but not limited to: course grades, attendance, grade point average, English as a Second Language status, scores on standardized tests, disciplinary records, Special Education Status.
  - h. **"Faculty Directory Information"** includes general directory information regarding school faculty, such as: name of faculty, address of school, course(s) taught, grade(s) taught, and highest degree earned.
- 3. The Parties understand that the Purposes of this Agreement are to allow Parties to share, between each other, data both personally identifiable and aggregate, those Parties collect in order to:
  - a. Gather baseline academic data on students participating in the College AIM, Inc. programming;
  - b. Collect academic, demographic, and directory data on students participating in college and financial aid counseling, college prep workshops, college visits, College AIM's College Admit Days and general College AIM, Inc. programming in the DeKalb County School District.
- 4. The Parties understand that federal and state laws and regulations that govern access to and use of the data and Confidential Information that are relevant to this Agreement require strict adherence, and the Parties must ensure that they do not re-disclose Confidential Information and that all actions under this Agreement are in accordance with such laws. Accordingly, the Parties specifically acknowledge that:
  - a. Any Party that provides Confidential Information under this Agreement will retain all property rights associated with such Confidential Information in all instances when such Confidential Information is not used under the terms of this Agreement.
  - b. Each Party may only use Confidential Information acquired through this Agreement for the Purposes of this Agreement.
  - c. Each Party shall maintain the confidentiality of all Confidential Information received from each other. The recipient of Confidential Information shall not directly or indirectly use or disclose such Confidential Information unless

specifically permitted to do so pursuant to the terms of the Agreement and in a manner that complies with FERPA and any other applicable laws.

5. The Parties will adhere to generally acceptable policies on information security, access and employee controls in the handling and exchange of PII. Such policies will adhere to generally-accepted best practice standards related to information security. Parties will have a comprehensive control framework based upon generally accepted best practices.
6. The Parties will limit access to Confidential Information to those employees or contractors required to create, develop, exchange, maintain, analyze, and evaluate information or data for the Purposes of this Agreement. The Parties shall ensure that each such person is fully cognizant of the restrictions placed upon the use and disclosure of the Confidential Information by having the employees or contractors execute the Party's confidentiality agreement.
7. When the Confidential Information that is exchanged between the Parties is no longer needed to support the Purposes of this Agreement, the Party that received the Confidential Information shall destroy the Confidential Information and notify the other Party of its destruction.
8. Each printed copy of Confidential Information shall be stored in a secured location, such as a locked desk or file cabinet, except when in use for the purposes for which it was provided.
  - a. Electronic records containing Confidential Information shall be stored in secured computer facilities with strict automated data protection controls, protecting access to individual-identifiable data to those with access authorization.
  - b. Each party will continue to manage its respective preexisting records and Confidential Information in conformance with its practices and applicable statutes regarding nondisclosure, privacy, and confidentiality.
9. To further the Purposes of this Agreement, the Parties will meet at least once annually to promote collaboration between the Parties and ensure that all reports, products, articles, and exchanges of Confidential Information produced under this Agreement comply with this Agreement and the law. During the annual meeting, DCSD shall share data pertaining to student demographics, school site characteristics, high school graduation, college enrollment, college persistence, college graduation and other related outcomes specified by College AIM. DCSD shall also share student academic and disciplinary data, concerning College AIM programming as College AIM may specify. DCSD will also share information regarding students' documented learning and attention differences, including but not limited to 504 Plans, Individualized Education Programs (IEPs), or other formally documented accommodations, for the purpose of supporting students as they build college lists and secure accommodations as they enroll in postsecondary programs. Data regarding documented learning and attention differences will be shared no later than September 2026, to allow College AIM coaches to adequately differentiate

support, according to student needs. Data will be shared via a secure web portal, compliant with privacy protections specified in the Federal Family Educational Rights and Privacy Act (FERPA).

10. Each party shall obtain the advice and consent prior to dissemination of reports based on data provided by the other party.
11. The Parties understand that they are generally subject to Georgia law allowing personal inspection of public records, O.C.G.A. § 50-18-70 et. seq., sometimes known as the Georgia Open Records Act. To the extent a Party receives a request to inspect public records that would include Confidential Information, the Party shall take reasonable steps to notify the other Parties of the request and deny inspection of the records. The Parties will not permit the public inspection of data protected by FERPA that it received from the other Party under this Agreement except as required by a subpoena or court order.
12. College AIM will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by DCSD as “privileged” or “confidential” before DCSD delivers to College AIM.
13. DCSD reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. College AIM agrees not to use any of the data collected under this section in a manner that would violate, or cause DCSD to violate, any applicable provision of FERPA.
14. Neither Party will use the Party’s name or marks in any Report or public statement without prior written approval of the applicable Party. Each Party will retain all rights in all its information, materials and intellectual property, including information that is not Confidential Information, general skills, internal processes and trade secrets, that are developed by or on behalf of each Party prior to or during the term of this Agreement.
15. The Parties to this Agreement understand that each Party is a “data collector” within the meaning of O.C.G.A. § 10-1-910 et seq. in the event of breach of the security of its system that compromises the security, confidentiality, or integrity of personal information as defined by law. In addition, in the event Confidential Information is disclosed or otherwise released in an unauthorized manner, the Party that disclosed or released the information shall immediately notify the other Party.
16. This Agreement may be amended at any time by written mutual agreement of the Parties.

17. This Agreement shall be effective for eleven (11) years from the signature date unless the period is extended through an amendment; however, the agreement may be terminated at any time by either Party with thirty (30) days' notice.
18. The data and analyses will be shared with all Parties to this Agreement for the duration of this Agreement and for three (3) years after the conclusion of the Agreement.
19. The data and any analyses conducted will be held for a period of three (3) years after the conclusion of the Agreement; after three (3) years have passed, the data and analyses will be destroyed as dictated by law and best-practice.
20. This Agreement shall be governed by, construed, and applied in accordance with the laws of the State of Georgia.
21. This Agreement may be executed in counterparts which, when taken together, will constitute one Agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
22. The Parties have shown their acceptance of the terms of the Agreement by signing below:

---

Name

---

Title

---

DeKalb County School District

Date

---

---

Name

---

Title

---

College AIM, Inc.

Date

---