



## Data Sharing Agreement

This Agreement is entered into by Concord University for the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Southern West Virginia Partnership program and \_\_\_\_\_ County Schools (hereafter referred to as the Local Education Agency, or “LEA”).

The parties to this Agreement desire to conduct educational research and related activities requiring sharing of student data and records consistent with the Family Educational Rights and Privacy Acts Statute of 1974 and its implementing regulations promulgated by the United States Department of Education (34 CFR 99.1, *et seq* collectively (“FERPA”) and with N.C. General Statutes 115C-401.1 and 402, NCGS 132-1.10, and other applicable state laws.

The following terms further specify the manner in which LEA agrees to share data, detailed in Exhibit A:

I. COMPLIANCE: To affect the transfer of data subject to FERPA, CONCORD UNIVERSITY agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this Agreement, “FERPA” includes any amendments or other relevant provisions of federal law and all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations as well as N.C. General Statute 115C-401.1 and 402. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulations.
2. Use the data shared under this Agreement for no purpose other than research and evaluation authorized under section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. Concord University agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of the GEAR UP partnership for purposes of completing authorized audits of the parties.
3. Require all employees, contractors and agents of any kind to comply with applicable provisions of FERPA and other state laws with respect to the data shared under this Agreement. Concord University agrees to require and maintain an appropriate confidentiality agreement from each employee with access to data pursuant to this Agreement. Nothing in this agreement authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
4. Maintain all data obtained pursuant to this Agreement in a secure electronic environment with an appropriate technology control plan, and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstance transfer from Concord University to any other institution or entity.

### 4.1 Data Security and Integrity

- a. All facilities used to store, and process Personal Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Concord University's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Concord University warrants that all Personal Data will be encrypted in transmission (including via web interface) and storage at no less than 128-bit level encryption, and that Concord University will comply with all other technical specifications as provided in writing to Concord University by the LEA from time to time.
- b. Concord University will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.
- c. Concord University will take commercially reasonable measures, including regular integrity audits of Personal Data, to protect Personal Data against deterioration or degradation of data quality and authenticity.
- d. Except as otherwise expressly prohibited by law, Concord University will:
  - i. immediately notify the LEA of any subpoenas, warrants, or other legal orders, demands or requests received by Concord University seeking Personal Data;
  - ii. consult with the LEA regarding its response;
  - iii. cooperate with the LEA's reasonable requests in connection with efforts by the LEA to intervene and quash or modify the legal order, demand or request; and
  - iv. upon the LEA's request, provide the LEA with a copy of its response.

#### 4.2 Security Incident and Security Breach

- a. Security Incident Evaluation. In the event of an Incident, Concord University shall follow industry practices to fully investigate and resolve the Incident and take steps to prevent developments that may result in the Incident becoming a Security Breach at Concord University's expense in accordance with applicable privacy laws.
- b. Response. Immediately upon becoming aware of a Security Breach, or a complaint of a Security Breach, Concord University shall notify the LEA in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the LEA's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Concord University's expense in accordance with applicable privacy laws. Except as otherwise required by law, Concord University shall not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to the LEA.
- c. Security Breach Report. If the LEA reasonably determines that Concord University has committed a Security Breach, then the LEA may request Concord University to submit, within ten (10) business days from discovery of such breach, a written report, and any supporting

documentation, identifying (i) the nature of the Security Breach, (ii) the steps Concord University has executed to investigate the Security Breach, (iii) what LEA Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Concord University has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Concord University has taken or shall take to prevent a future Incident or Security Breach.

d. Effect of Security Breach. Upon the occurrence of a Security Breach, the LEA may terminate this Agreement in accordance with LEA policies. The LEA may require Concord University to suspend all services, pending the investigation and successful resolution of any Security Breach.

e. Liability for Security Breach. In addition to any other remedies available to the LEA under law or equity, Concord University shall reimburse the LEA in full for all reasonable third-party costs, including but not limited to payment of legal fees, audit costs, fines, and other fees imposed that were actually incurred by the LEA and caused by Concord University or Concord University's Subcontractors for any Security Breach, if assessed by a court of competent jurisdiction to be the responsibility of that party. Concord University shall also provide notification to individuals on behalf of the LEA, pursuant with Student Data Transparency and Security Act, 22-16-108 (4), whose Personally Identifiable Information was compromised and to regulatory agencies and other entities, and to provide one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during any Security Breach could be used to commit financial identity theft.

f. Access to LEA Data. LEA shall have the right to access and retrieve any or all LEA Data stored by or in possession of Concord University upon written notice to Concord University Designated Representative. If another timeline for response is provided herein, then that, more specific, deadline shall control. Otherwise, Concord University shall make the LEA Data available to the LEA within seven (7) calendar days from the date of request.

5. Not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by this Agreement, but specifically agrees to abide by the "small numbers" policy of deleting all data items that include any group of students less than five (5), and to require all employees, contractors and agents of any kind of also abide by that policy.
6. Not to provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iii) of Title 34, Code of Federal Regulations.
7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained within 90 days. Nothing in this Agreement authorizes Concord University to maintain data beyond the time reasonably or returned to the LEA in compliance with 34 CFR Section 99.35(b)(2). Concord University agrees to require all employees, contractors, or agents of any kind to comply with this provision.

7.1 With the exception of any LEA Data for which Concord University has specifically obtained consent from the parent, legal guardian or student to keep, within thirty (30) calendar days after termination or expiration of this Agreement, Concord University shall ensure that all LEA Data



and PII that Concord University collected or generated by Concord University is securely returned or Securely Destroyed, as directed by the LEA. In the event that the LEA requests destruction, CONCORD UNIVERSITY agrees to Securely Destroy all LEA Data that is in its possession and cause its contractors to Securely Destroy all LEA Data that is in the possession of any Subcontractor. If the LEA requests return, Concord University shall securely return all LEA Data to the authorized person specified by the LEA, using the methods requested by the LEA, in its discretion.

8. Liability

Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses, or liabilities, including reasonable attorney fees arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party. This clause shall survive termination or expiration of this Agreement.

9. Concord University shall designate in writing a list of authorized representatives able to request data under this Agreement at the start of each school year. These representatives will be responsible for transmitting all data requests.

II. PARTIES. This Agreement takes effect only upon written acceptance by authorized representatives of LEA and CONCORD UNIVERSITY, by which that entity agrees to abide by these terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with Concord University.

III. TERM. This Agreement takes effect when fully executed and will remain in effect until December 31, 2028. The parties further understand that either party may cancel this Agreement at any time, upon thirty (30) days written notice.

\_\_\_\_\_ County Schools

By \_\_\_\_\_ Date \_\_\_\_\_  
Name, Superintendent or other Designee

**Concord University**

By \_\_\_\_\_ Date \_\_\_\_\_  
John Galatic, Concord University

**Exhibit A**

Grant Award Number:



A description of the variables to be requested appears in the tables below. All student, teacher, and administrator data should be shared for the following academic years: 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029.

**Demographic Data (Fields in red are required): Reported every grading period**

|                    |  |  |
|--------------------|--|--|
|                    |  |  |
| <b>Last Name</b>   | Student Last Name                                  |  |
| <b>First Name</b>  | Student First Name                                 |  |
| <b>Middle Name</b> | Student Middle Name                                |  |
| <b>Suffix</b>      | Student Suffix                                     |  |
| <b>Birth Date</b>  | Student Date of Birth                              | Excel Data Type: Date  |
| <b>Gender</b>      | Student Gender                                     | F = Female<br>M = Male<br>O = Other  |
| <b>Race</b>        | Student Race code                                  | I = American Indian or Alaskan Native<br>A = Asian<br>B = Black or African American<br>P = Native Hawaiian or Pacific Islander<br>W = White<br>M = Two or More Races |
| <b>Ethnicity</b>   | Student Ethnicity code                             | N = Non-Hispanic<br>H = Hispanic   |
| <b>Street 1</b>    | The street number and name of student address      |  |
| <b>Street 2</b>    | Student Apartment Number                           |  |
| <b>City</b>        | City where student resides                         |  |
| <b>State</b>       | State  | Two-character state code   |
| <b>Zip</b>         | Zip code   |  |
| <b>Phone</b>       | Student Cell Phone Number (if unknown leave blank) |  |
| <b>Email</b>       | Student Email Address (if unknown leave blank)     |  |
| <b>Grade</b>       | Student Grade                                      |  |
| <b>Student ID</b>  | This is the student's school ID (state or LEA)     |  |

|                       |   |                                     |
|-----------------------|---|-------------------------------------|
|                       |   |                                     |
| <b>School ID</b>      | NCES School Identification Number   |                                     |
| <b>LEA ID</b>         | NCES LEA Identification Number  |                                     |
| <b>HS GPA</b>         | GPA for student once in 10 <sup>th</sup> grade                              | Numeric                             |
| <b>HS Grad Date</b>   | Date on which student graduated from High School                            | Excel Data Type: Date               |
| <b>LEP</b>            | Is the student a Limited English Proficiency student?                       | Y = LEP flag on<br>N = LEP flag off |
| <b>IEP</b>            | Does student have an Individualized Education Plan?                         | Y = IEP flag on<br>N = IEP flag off |
| <b>Foster Care</b>    | Does student live in a foster care system (ward, group home, private home)? | Y = Yes<br>N = No                   |
| <b>Homeless</b>       | Is student currently homeless (not in foster care or with parents)?         | Y = Yes<br>N = No                   |
| <b>Mother Name</b>    | Student's Mother's Name   |                                     |
| <b>Mother Phone</b>   | Student's Mother's Cell Phone   |                                     |
| <b>Mother Email</b>   | Student's Mother's Email  |                                     |
| <b>Father Name</b>    | Student's Father's Name   |                                     |
| <b>Father Phone</b>   | Student's Father's Cell Phone   |                                     |
| <b>Father Email</b>   | Student's Father's Email  |                                     |
| <b>Guardian Name</b>  | Student's Guardian's Name   |                                     |
| <b>Guardian Phone</b> | Student's Guardian's Cell Phone   |                                     |
| <b>Guardian Email</b> | Student's Guardian's Email  |                                     |

**Attendance Data (Fields in red are required): Reported every grading period**

|                             |  |   |
|-----------------------------|--|---|
|                             |  |   |
| <b>Student ID</b>           | This is the student's school ID (state or LEA)         |   |
| <b>Last Name</b>            |  |   |
| <b>First Name</b>           |  |   |
| <b>Birth Date</b>           |  | Excel Data Type: Date   |
| <b>School ID</b>            | NCES School Identification Number                      |   |
| <b>Excused Absences</b>     | Year-to-Date number of excused <b>daily</b> absences   | Absences should be “day” absences, i.e., not class period absences. |
| <b>Unexcused Absences</b>   | Year-to-Date number of unexcused <b>daily</b> absences | Absences should be “day” absences, i.e., not class period absences. |
| <b>Disciplinary Actions</b> | Year-to-Date number of disciplinary actions            |   |

**Student Standardized Testing Data: EOC, EOG, PSAT (Fields in red are required): Reported at the end of the school year**

|                       |  |                       |
|-----------------------|--|-----------------------|
|                       |  |                       |
| <b>Student ID</b>     | This is the student's school ID (state or LEA) |                       |
| <b>Last Name</b>      |  |                       |
| <b>First Name</b>     |  |                       |
| <b>Birth Date</b>     |  | Excel Data Type: Date |
| <b>School ID</b>      | NCES School Identification Number              |                       |
| <b>Test Name</b>      | Name of test                                   |                       |
| <b>Test Component</b> | Name of the test component being scored        |                       |
| <b>Score</b>          | Score attained by student in test component    |                       |

**Academic Data: Reported at the end of the school year (Fields in red are required)**

|                    |  |  |
|--------------------|--|--|
|                    |  |  |
| <b>Student ID</b>  | This is the student's school ID (state or LEA) |  |
| <b>Last Name</b>   |  |  |
| <b>First Name</b>  |  |  |
| <b>Birth Date</b>  |  | Excel Data Type: Date                  |
| <b>School ID</b>   | NCES School Identification Number              |  |
| <b>Grade Level</b> | Student's grade level                          | Examples:<br>7 = 7 <sup>th</sup> grade |

|                       |  |   |
|-----------------------|--|---|
|                       |  | 8 = 8 <sup>th</sup> grade                               |
| <b>Course Code</b>    |  | Alphanumeric code for course<br>Maximum 25 characters   |
| <b>Course Title</b>   |  |   |
| <b>Grading Period</b> |  | S1 = First Semester<br>S2 = Second Semester<br>F = Year |
| <b>Grade</b>          | Letter Grade or Numeric (0-100)  | Examples: A, B, F, 75, 83, 98,<br>100                   |
| <b>Earned Credits</b> | This is the number of credits that the student earned with this grade. This is usually a decimal number. | 0.25<br>0.50<br>1.00                                    |

**High School Graduates File (For graduating class beginning in 2022-2023 academic year)**

|                   |                                    |  |
|-------------------|------------------------------------|--|
|                   |                                    |  |
| <b>Last Name</b>  | Student Last Name                  |  |
| <b>First Name</b> | Student First Name                 |  |
| <b>Birth Date</b> | Student Date of Birth              |  |
| <b>School</b>     | What High School student graduated |  |

**School Administrative Data (Beginning in 2022-2023 academic year)**

| Column                    | Description                | Notes  |
|---------------------------|----------------------------|--|
| First Name                | Administrator First Name   |  |
| Last Name                 | Administrator Last Name    |  |
| School                    | School Name                |  |
| Ethnicity                 | Hispanic<br>Non-Hispanic   | Hispanic or Latino<br>Not Hispanic or Latino   |
| Race                      | Administrator Race code    | I = American Indian or Alaskan Native<br>A = Asian<br>B = Black or African American<br>P = Native Hawaiian or Pacific Islander<br>W = White<br>M = Two or More Races |
| Gender                    | Administrator Gender       | F = Female<br>M = Male<br>O = Other  |
| Years as an administrator | Number of years as teacher | Numeric  |

**School Teacher Data (Beginning in 2022-2023 academic year)**



| Column                   | Description                         | Notes  |
|--------------------------|-------------------------------------|--|
| First Name               | Teacher First Name                  |  |
| Last Name                | Teacher Last Name                   |  |
| School                   | School Name                         |  |
| Ethnicity                | Hispanic<br>Non-Hispanic            | Hispanic or Latino<br>Not Hispanic or Latino   |
| Race                     | Teacher Race code                   | I = American Indian or Alaskan Native<br>A = Asian<br>B = Black or African American<br>P = Native Hawaiian or Pacific Islander<br>W = White<br>M = Two or More Races |
| Gender                   | Teacher Gender                      | F = Female<br>M = Male<br>O = Other  |
| National Board Certified | Is teacher National Board Certified | Yes<br>No  |
| Years as a teacher       | Number of years as teacher          | Numeric  |

**School Counselor Data (Beginning in 2022-2023 academic year)**

| Column               | Description                  | Notes  |
|----------------------|------------------------------|--|
| First Name           | Counselor First Name         |  |
| Last Name            | Counselor Last Name          |  |
| School               | School Name                  |  |
| Ethnicity            | Hispanic<br>Non-Hispanic     | Hispanic or Latino<br>Not Hispanic or Latino   |
| Race                 | Counselor Race code          | I = American Indian or Alaskan Native<br>A = Asian<br>B = Black or African American<br>P = Native Hawaiian or Pacific Islander<br>W = White<br>M = Two or More Races |
| Gender               | Counselor Gender             | F = Female<br>M = Male<br>O = Other  |
| Years as a counselor | Number of years as counselor | Numeric  |