DATA SHARING AGREEMENT AND MEMORANDUM OF UNDERSTANDING

This Data Sharing Agreement ("Agreement") and Memorandum of Understanding ("Agreement" or "MOU") is made effective _____ ("Effective Date") by and between Graduation Solutions, LLC ("Grad Solutions"), and Mingus Union High School ("Partner" or "Data Partner"), collectively referred to as "the Parties".

Grad Solutions was founded on the belief that every student has the ability to graduate high school. Grad Solutions is an Educational Management Organization that is co-accredited by the Middle States Association of Colleges and Schools, a regional accrediting agency, and Accreditation International;

Mingus Union High School is a public school organized under the laws of the State of Arizona that provides educational instruction to students.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein, to establish a relationship between the Parties, which will allow Grad Solutions access to the Partner's various withdrawal list(s) (W4 list), for the purpose of contacting disconnected youth and providing them with an alternative pathway for achieving their high school diploma (the "Purpose"), the Parties hereby agree as follows:

AGREEMENT

1. **Data Sharing.** The Parties agree to share student or guardian contact information, enrollment-related information, academic performance records, progress toward graduation, and demographic data. ("Data") as more particularly set forth below and solely for the Purpose described above.

2. **Qualifying individuals.** Students eligible to enroll in Grad Solutions dropout recovery program under this Agreement shall be:

    2.1. Students that have dropped out of Mingus Union High School.

2.1.1. Youth in the community who are not able to attend any local schools due to legal reasons (i.e. expelled).

2.1.2. Students who are severely at risk of dropping out and the Data Partner determines that the student is unable to participate in other district programs (per ARS 15-901.06, Section M, Item 1.).

3. **Responsibilities of Grad Solutions**. During the term of this Agreement, Grad Solutions shall provide the Data Partner with a withdrawal list template for the exchange of student information.

   3.1.   Upon request, provide the Data Partner with progress reports on the students from the Data Partner's withdrawal list(s).

4. **Responsibilities of the Mingus Union High School.** During the term of this Agreement, the Data Partner will securely provide withdrawal lists from the Mingus Union High School to Grad Solutions on a monthly basis.

   4.1.   If the student is under 18, legal guardian information shall be provided in addition to the students' information.

   4.2.   The Partner will securely send withdrawal list(s) to Grad Solutions on a monthly basis via email.

5. **Terms of Understanding**. Data Partner will refer individuals qualified as described above exclusively to Grad Solutions for dropout recovery services.

TERM AND TERMINATION

6. **Term**. This Agreement shall commence on the Effective Date and expire on September 10, 2027. Upon the expiration of the initial term, this Agreement shall automatically renew for an additional three (3) year period (the "Renewal Term") under the current terms, subject to early termination or non-renewal as set forth below.

   6.1.   **Automatic Renewal.** This agreement will automatically renew unless earlier terminated: (a) by either Party with thirty (30) days written notice; (b) by either Party providing written notice of non-renewal thirty (30) days prior to the end of the current term, or (c) by termination or non-renewal of the MOU.

   6.2.   **Termination.** This Agreement may be terminated by either Party at any time, for any reason, with thirty (30) days written notice**.** The Parties agree that in the event of an agreement termination, the Parties will work amicably to ensure a smooth transition for any participants

involved with the Grad Solutions 'program. Termination of the agreement will be provided in writing.

CONFIDENTIAL INFORMATION AND DATA PROTECTION

7. **Confidential Information**. "Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by one party ("Discloser") to the other party or its affiliates, employees, contractors, partners, or agents (collectively "Recipient") for the stated Purpose, whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, network configurations, information security practices, business operations, strategic plans, personally identifiable information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from Discloser; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) Discloser has approved in writing for disclosure.

8. **Standard of Care**. the Parties agrees to fully comply with the requirements under The Family Educational Rights and Privacy Act (FERPA; 20 U.S.C. § 1232g; 34 CFR Part 99) as applicable with respect to the Data Set information, throughout the terms of this agreement. Furthermore, every employee of the Data Partner will be required to fully comply with the same restrictions.

9. **Safeguards Around Data.** Both Parties shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including:

    9.1.   Maintaining adequate physical controls and password protections for any server or system on which the Data is stored,

    9.2.   Ensuring that Data is not stored on any mobile device (for example, a smartphone) or transmitted electronically unless encrypted, and

    9.3.   Taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.

    9.4.   Data Partner will defend, indemnify, and hold Smart Schools harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Data Partner's breach of this Section (Safeguards Around Data). Data Partner's obligations pursuant to this Section

(Safeguards Around Data) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

10. **Permitted Disclosure.** The Data Partner may disclose the Data only to its officers, directors, employees, consultants, and representatives on a need-to-know basis and must inform Grad Solutions of any disclosure of information previously listed prior to disclosure. Required Disclosure. If the Data Parner is compelled by Law to disclose any Data, the Data Partner will notify Grad Solutions in writing before disclosing the compelled Data.

11. **Unauthorized Disclosure.** Both Parties shall report within 48 hours of becoming aware of any unauthorized use or disclosure of the Data and shall promptly report that unauthorized use or disclosure to the other Party.

    11.1.   Both Parties shall cooperate with any reasonable remediation that the other Party determines is necessary to address any applicable reporting requirements and, mitigate any effects of such unauthorized use or disclosure of the Data, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

    11.2.   Both Parties shall NOT share the Data with any agents, including subcontractors, without prior written consent from the other Party.

    11.3.   Both Parties shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Data.

12. **Ownership**. Confidential Information shall remain the exclusive property of the Discloser. Nothing in this Agreement shall be construed to grant the Recipient any proprietary rights, whether by license, assignment, or otherwise, to the Confidential Information.

13. **Return or Destruction.** Upon Discloser's written request, completion of the Purpose, or expiration of this Agreement, whichever is earlier, Recipient shall promptly return or destroy all Confidential Information belonging to Discloser that Recipient has in its possession or control. Upon Discloser's request, Recipient will certify as to its compliance with this paragraph. The requirements of this paragraph shall be subject to all public record retention policies, legal holds, and applicable laws.

14. **Compliance with Laws.** the Parties each agree that they shall comply with all existing and subsequently enacted federal and state laws and regulations governing the confidentiality of individual or deducible information, including the Family Education Rights and Privacy Act, that are, or become applicable to this Agreement.

By signing below, each party represents and warrants it has the requisite authority to legally bind its respective entity and duly execute this Agreement as of the Effective Date.

Graduation Solutions,
1555 N. Fiesta Blvd
Gilbert, AZ 85233

Mingus Union High School,
_____
_____
[Address]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____