



## **Iowa Student Reengagement Program Agreement**

between

Graduation Alliance, Inc.

and

Dallas Center-Grimes Community

School District

(hereinafter referred to as "District")

### **A. Purpose.**

It shall be the purpose of this Iowa Student Reengagement Program Agreement ("Agreement") to provide educational opportunities for eligible students ("Students") who are working toward course credits that can be converted to credits through the Student Reengagement Program ("Program") operated by Graduation Alliance, Inc. ("Graduation Alliance"). Graduation Alliance shall operate the Program in accordance with the requirements of Iowa Code 256.43, "Online learning program model".

### **B. Term.**

This Agreement is effective from the date of Customer signature on this Agreement ("Effective Date") and expires on the August 31st following the three-year anniversary of the Effective Date.

### **C. Eligibility.**

1. Youth are eligible for the Program when they meet the following criteria:
  - a) are residents of the District,
  - b) are under 21 years of age, and
  - c) have not yet met high school graduation requirements.
2. Once determined eligible the Program, a Student will retain eligibility until the Student does one of the following:
  - a) earns a high school diploma or
  - b) becomes ineligible because of age.

Students who have earned their General Educational Development certificate (GED) are not eligible to participate in the Program.

### **D. Program Administration.**

Graduation Alliance shall develop and deliver to District a Policy and Operations Manual detailing the expectations for Students, the instructional model, attendance policy, Student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to District prior to the start of subsequent School Years. District is responsible for gaining approval and adoption by District's Board or other governing entity in advance of the start of the School Year as needed.

#### **E. Web Portal Configuration.**

Graduation Alliance will provide District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of Students in the program as a whole as well as for individual Students. The Portal includes records of courses Students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that Students have met District's graduation requirements. The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.

#### **F. Enrollment.**

1. A Student will be considered enrolled when he/she has:
  - a) met all eligibility criteria specified in Section C,
  - b) completed all steps of the application process established by District and the Program,
  - c) been approved for enrollment by District, and
  - d) been enrolled by the Program.

#### **G. Instruction.**

Graduation Alliance will support the provision of instruction under this Agreement in accordance with the following:

1. Instruction for Students may include:
  - a) academic skills instruction appropriate to each Student's skills levels and academic goals,
  - b) college readiness and work readiness preparation coursework,
  - c) math, writing, or reading remediation,
  - d) subject-specific high school credit recovery instruction, and
  - e) other coursework approved by District, including cooperative work experience.

Instruction may not be limited to only those courses or subject areas in which Students are deficient in high school credits.
2. The Program shall ensure that courses offered to Iowa students are aligned with the Iowa core and core content requirements and standards.
3. The Program may restrict or deny access into specific program elements if a Student's academic performance or conduct does not meet established guidelines.
4. Instructional support staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction.
5. All teachers assigned to the Program shall be Iowa-licensed and properly endorsed in their assigned courses and have specialized training or experience in online learning in accordance with Iowa Code 256.7(32).

#### **H. Academic Coaching.**

Graduation Alliance provides each Student enrolled in the Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the Student, regular contact with the Student via phone, email, SMS, or IM to facilitate and encourage academic progress and resolve issues and to provide support in case the Student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding U.S. holidays. Academic Coaches also may be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Program management team as they work to keep the Student engaged and making progress.

#### **I. Online Tutoring.**

Graduation Alliance will provide unlimited access to online tutoring to Students enrolled in the Program for courses in Math, Science, English, and Social Studies. This tutoring is available 24/7 year-round except Christmas Eve/Day, Thanksgiving, and Independence Day, and is accessed through our Student learning environment.

**J. [Reserved.]**

**K. Hardware and Internet Connectivity.**

1. If requested by the Student, Graduation Alliance will provide laptop computers necessary to complete services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified Students' use during the period Students are enrolled in the Program. Computers will be released to Students after a Financial Responsibility Form has been signed by the Student's legal guardian. Students' parents and guardians will be financially responsible for damage to or loss of the laptop, or for failure to return the laptop if the Student leaves, is removed from, or is no longer eligible to participate in the Program.
2. Graduation Alliance will provide internet capability for provided laptop computers based upon commercially-available services offered in District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked for Students who violate either Graduation Alliance's Terms and Conditions or the Student Honor Code accepted by the Student.

**L. District Administrative Responsibilities.**

1. District will work cooperatively with Graduation Alliance to implement this Agreement and to ensure that quality services are provided.
2. District will designate a primary contact person to work with Graduation Alliance in implementing this Agreement and to provide oversight and technical assistance.

**M. Statewide Student Assessment.**

District will work with Graduation Alliance to ensure that all Students have the opportunity to participate in the statewide Student assessment.

**N. Individual Career and Academic Plan (ICAP)**

Graduation Alliance shall support the District in development of each Student's ICAP, in accordance with the District career and academic plan.

**O. Provision of Special Education.**

District will be responsible for the provision of special education services to any enrolled student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of District and after evaluation of the student's current IEP.

**P. Provision of Paragraph 504 Accommodation Plan.**

District will provide the same accommodations or services to students under Section 504 of the 1973 Rehabilitation Act as it provides to all students otherwise enrolled in District. Graduation Alliance shall provide common Section 504 accommodations at the direction of District and after evaluation of the student's current 504 Plan.

**Q. Provision of Multilingual Learner Services.**

District is responsible for the provisions of services to students who are eligible for English Learner services and are otherwise qualified for participation in the program. Any additional funds claimed by the District to serve this population shall be retained by District.

**R. Award of Credit.**

High school credit will be awarded for all Graduation Alliance coursework in which Students are enrolled in accordance with the following:

1. High school credit will be awarded for the Program instruction provided by Graduation Alliance.
2. District will ensure that the process for awarding high school credits as described above is implemented as part of District's policy regarding award of credits per state statute and state Department of Education rules and policies.
3. Graduation Alliance documentation related to the earned credits will be provided to the Student and District.

**S. Annual School Calendar.**

The school year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following year.

**T. Monthly Reporting of Student Enrollment and Average Daily Membership**

1. The following requirements must be met for any Student to be considered eligible for monthly billing under this Agreement:
  - a) Met the eligibility criteria specified in Section C.
  - b) Met the enrollment criteria specified in Section F.
  - c) Achieved Satisfactory Academic Progress for the school month based upon criteria defined in the Program Policy and Operations Manual.

District will monitor and verify full-time student enrollment in accordance with Iowa Code §256.41.

2. Enrollment will be reported to District on a monthly basis.

**U. Fees for Service.**

1. Monthly Invoicing. Graduation Alliance shall invoice District monthly in arrears based upon the number of days in session recorded for each enrolled Student. Only days on which the pupils are under the guidance and direction of teachers shall be considered as days in session.

The rate for each day in session shall be arrived at by dividing (a) the District Cost Per Pupil for the current fiscal year as reported by the Iowa Department of Education and (b) by the total number of days in session in the current school year as defined by District's calendar. The current year District Cost Per Pupil is shown on Exhibit "A"; updates to this figure will be considered incorporated herein by reference without the necessity of formal amendment. Graduation Alliance's monthly fees will be calculated as follows:

$$85\% \times \text{Total Program Students days in session} \times (\text{District Cost Per Pupil} / \text{Total Days in session for school year})$$

2. Payment Terms. District shall pay Graduation Alliance's invoices within thirty (30) days of receipt.

**V. Termination.**

1. Should District choose not to renew or otherwise terminate this Agreement, District shall be responsible for the following for Students are still active in the Program:
  - a) Offering a substantially similar program to active Students.
  - b) Obtaining a signed transfer consent from Student (or if Student is under the age of 18 as of the expiration date of this Agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
  - c) Transferring active Students to the substantially similar program.
  - d) Signed transfer consents must be presented to Graduation Alliance within 30 days of notification of District's intention to terminate or not renew this Agreement.
  - e) As to any active Students for whom District cannot secure signed transfer consents within the 30-day period, this Agreement will remain in full force and effect as to those Students until the terms of this Section V are met.

**W. Required Documentation and Reporting.**

1. Student Documentation.
  - a) Graduation Alliance shall maintain Student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
  - b) Graduation Alliance shall, on behalf of District, request school records for each Student from the last school they attended.
  - c) Graduation Alliance shall maintain documentation of case management, Student assessment, basic skills gains, monthly progress evaluations, and award of credit.

- d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of Student records.
- e) Access to all Student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA). For the purposes of FERPA, Graduation Alliance shall be considered a “school official” to the extent that providing documentation to Graduation Alliance is necessary for the purposes of the Program. Upon execution of this Agreement, both parties shall execute the Data Sharing Agreement attached to this Agreement as Exhibit B.

## 2. Reporting of Student Data.

- a) District will ensure that all required Program Student information is reported in the Student information system and in accordance with District and state standard procedures.
- b) District will define the data elements the Program must provide for each Student, as well as the format and required reporting dates for the submission of data.

## X. LIMITATION OF LIABILITY.

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR GRADUATION ALLIANCE’S STATUTORY DATA SECURITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE TOTAL OF SUMS PAID TO GRADUATION ALLIANCE BY DISTRICT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.**

## Y. Indemnity.

- 1. Graduation Alliance shall indemnify, hold harmless, and defend District against claims, losses, damages, and judgments of any nature arising from or attributable to Graduation Alliance’s (i) breach of this Agreement, (ii) violation of law or regulation, or (iii) gross negligence or willful misconduct in performance of Program Services or Graduation Alliance’s other obligations hereunder.
- 2. To the extent permitted by law, District shall indemnify, hold harmless, and defend Graduation Alliance against claims, losses, damages, and judgments of any nature arising from or attributable to District’s (i) breach of this Agreement, (ii) violation of law or regulation, or (iii) gross negligence or willful misconduct in District’s performance of its obligations hereunder.
- 3. The indemnity provided for in subsections (1) and (2) shall include advancement and reimbursement of attorney’s fees and other legal costs incurred by the indemnified party.

## Z. Miscellaneous Provisions.

- 1. **Relationship.** The parties’ relationship to each other is that of independent contractors. In no event shall the parties be deemed to have created a fiduciary relationship including a partnership, joint venture, or agency relationship.
- 2. **Entire Agreement.** This Agreement, including addendums hereto, represents the parties’ entire agreement, superseding and rendering null and void any prior agreements, negotiations, representations, or understandings, written or verbal.
- 3. **Amendment.** This Agreement may be amended only in an addendum hereto or another formal written agreement signed by authorized representatives of both parties.
- 4. **Waiver.** No waiver of any provision of this Agreement shall be effective unless such waiver shall be in writing, signed by all parties, and then shall be effective only for the period and specific instance for which given.
- 5. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 6. **Assignment.** This Agreement shall be binding upon the parties’ successors and assigns. Consent to assignment, which shall not be unreasonably withheld in any event, shall not be required in the event of assignment as a result of the acquisition of a party or substantially all its assets.
- 7. **Governing Law and Venue.** This Agreement shall be governed by the internal laws of the State of Iowa and interpreted in accordance with principles of contract interpretation commonly applied by Iowa courts. For the judicial resolution of any dispute, the parties consent to the sole and exclusive jurisdiction of the state and federal courts of Dallas County, Iowa.

8. **Dispute Resolution.** Prior to the initiation of any legal proceeding, the parties first shall attempt to resolve their dispute informally, with representatives of the parties to meet as reasonably deemed necessary in an attempt to resolve their dispute.
9. **Survival.** In addition to other provisions which logically would be expected to survive termination, Sections X, Y, and Z shall survive termination of this Agreement.
10. **Notices.** Notices under this Agreement shall be effective if given to the signatories or their successors, or to any authorized officer of a party, via email or overnight mail to the addresses shown below with the parties' signatures, or in any other manner reasonably calculated to provide actual notice. The parties are responsible for informing each other in writing of changes to their addresses for notice.

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

Graduation Alliance, Inc.  
10 W Broadway, Suite 700  
Salt Lake City, UT 84101

Dallas Center-Grimes Community School District  
2405 W 1<sup>st</sup> Street  
Grimes, IA 50111

By: \_\_\_\_\_  
Andy Cusimano, Chief Financial Officer  
[contracts@graduationalliance.com](mailto:contracts@graduationalliance.com)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachments:**

Exhibit A: School Year District Cost Per Pupil and Membership Days

Exhibit B: Data Sharing Agreement

**Exhibit A**

**2025-2026 School Year District Cost Per Pupil and Membership Days**

The district cost per pupil for the 2025-2026 school year as reported by the Iowa Department of Education is **\$7,988.00.**



## **Exhibit B**

### **DATA SHARING AND USE AGREEMENT**

This Data Sharing and Use Agreement (Agreement) is entered into by the Dallas Center-Grimes Community School District (the “Provider”) and Graduation Alliance, Inc. (the “Recipient”), for the purposes set forth hereinafter.

Provider maintains certain restricted data (“Restricted Data”) collected from various sources, including but not limited to educational records, personal information, and other sensitive data. Recipient desires to receive, access, and/or use the Restricted Data maintained by Provider for specific purposes as outlined in this Agreement. The Provider agrees to share or grant access to such Restricted Data, subject to the terms, conditions, and restrictions set forth herein to ensure compliance with applicable laws and the protection of privacy rights.

Therefore, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **I. SCOPE AND PURPOSE**

The Restricted Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. Part 99). As such, Provider is sharing Restricted Data under the FERPA school official exception (34 CFR 99.31(a)(1)(i)(B)). The Recipient is considered both a school official and to have a legitimate educational interest in the Restricted Data as outlined in the Provider’s annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose the Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipient’s use of Restricted Data.
- b. Provider agrees to provide the Recipient with the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
- d. Purpose: To provide educational opportunities for eligible students (“Students”) who are working toward course credits that can be converted to high school credits through the Student Reengagement Program operated by Graduation Alliance.

#### **II. RESTRICTED DATA**

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
  - i. See Exhibit A.
- b. The Restricted Data provided, used, and maintained by Recipient will still be under



the direct control of Provider at all times. As such Provider can make any request of the aforementioned Restricted Data at any future date including but not limited to requesting revisions, deletions, or the return of such Restricted Data.

### III. RECIPIENT'S OBLIGATIONS

Recipient agrees to the following terms and conditions concerning its use, handling, management, and protection of the Restricted Data:

- a. Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Restricted Data for marketing purposes is strictly prohibited under FERPA's school official exception.
- b. Recipient agrees to ensure that any agent, contractor, or subcontractor to whom it provides Restricted Data for collaboration purposes agrees to the same conditions and restrictions that apply throughout this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any entity or person.
- c. Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I; *provided, however*, that Recipient may retain and use for product development and efficacy studies aggregated, de-identified versions of portions of the Restricted Data. Recipient agrees not to attempt to identify any individuals or families whose data may be included in the Restricted Data, unless such identification is necessary for the permitted purposes of this Agreement. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider against any resulting claims or damages.
- d. Any transmission, transportation, or storage of Restricted Data outside the United States is prohibited except on prior written authorization from the Provider.
- e. Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from Provider.
- f. Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here:

Gregg Rosann, Chief Information Security Officer  
Infosec.external@graduationalliance.com

### IV. DATA SECURITY

- a. Recipient agrees to use commercially reasonable and industry standard safeguards to protect the security, confidentiality, and integrity of the Restricted Data and prevent its use or disclosure other than as provided for by this Agreement. This includes, but is not limited to personnel security measures, such as background

checks and access controls.

- b. Provider reserves the right to audit or monitor the Receiving Party's handling of Restricted Data to ensure compliance with this Agreement and applicable laws. This includes, but is not limited to, access to systems, data logs, and other records relevant to the management and security of Restricted Data. The Receiving Party agrees to cooperate fully with such audits and provide all necessary access to relevant personnel, documentation, and systems upon reasonable notice. If any non-compliance or breach is discovered during such audits or monitoring, the Receiving Party will take immediate corrective action at its own expense to remedy the issue and prevent future occurrences.
- c. If Recipient is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any Restricted Data, Recipient shall promptly notify Provider in writing and provide Provider sufficient time to obtain a court order or take any other action Provider deems necessary to prevent disclosure or otherwise protect Restricted Data. In such event, Recipient shall provide Provider prompt and full assistance in efforts to protect the Restricted Data. Where Recipient is prohibited by law from notifying Provider of a legal request for Restricted Data, Recipient will comply with all applicable laws and regulations with respect to the requested Restricted Data.

## V. DATA DESTRUCTION

- a. Recipient agrees to, to either destroy or return the Restricted Data, at sole election of Provider, within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time.
- b. If Recipient has created files or records using the Restricted Data, those files will be returned to Provider within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The Provider may archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information in the Restricted Data, including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. Physical Data:
  - i. Recipient agrees to use secure means to render all physical paper copies of the Restricted Data safe for disposal or recycling by disposing of the Restricted Data by shredding, pulverizing, or incinerating.
  - ii. Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. Electronic Data:
  - i. Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
  - ii. If possible, Recipient agrees to work with IT Professional to ensure proper deletion of records consistent with technology best practice standards.

## VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form, that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. At its own expense, Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within five (5) business days after giving notice of the breach to any consumer.

## VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue for so long as Recipient holds the Restricted Data.
- b. In the event of a breach by Recipient, Provider may terminate this Agreement immediately if the breach is not cured within twenty (20) days written notice thereof from Provider. Upon termination and at Provider's election, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. The Recipient will provide written confirmation to the Provider that such return or destruction has been completed.
- c. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
  - i. Prohibit Recipient from obtaining future access to Provider's data files and data elements;
  - ii. Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient; and/or
  - iii. Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

## VIII. INDEMNIFICATION.

Recipient agrees to indemnify and hold harmless the Provider, its directors, officers, employees, agents, and attorneys, from and against any and all claims, damages, costs, suits, or losses arising out of or in connection with Recipient's violation of the terms of this Agreement or failure to comply with applicable data privacy laws. Provider can neither agree to hold Recipient harmless nor agree to indemnify Recipient as a matter of law and any provision to the contrary are void.

## IX. GENERAL

- a. 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 regulation.
- b. This Agreement shall survive the expiration or earlier termination of any Contract with Recipient. In the event the provisions of this Agreement conflict with any provision of any Contract with Recipient, including warranties, support contract, service level agreement, or other agreements that the Provider or individual users must accept for use of any services with Recipient, the provisions of this Agreement shall prevail.
- c. If either party institutes legal action in connection with any controversy arising out of this Agreement or to interpret or enforce any rights thereunder, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- d. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa. Recipient consents to personal jurisdiction in the state and federal courts located in Dallas County, Iowa for any lawsuit arising from or relating to this Agreement.
- e. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- f. Any ambiguity in this Agreement will be interpreted to ensure compliance with applicable federal and state laws regarding data privacy and confidentiality.
- g. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- h. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

## X. CONTACT PERSONS

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

### PROVIDER:

Dallas Center-Grimes Community School  
District  
2405 W 1st Street  
PO Box 680  
Grimes, IA 50111

### RECIPIENT:

Graduation Alliance, Inc.  
Gregg Rosann, Chief Information  
Security Officer  
infosec.external@graduationalliance.com

PROVIDER:

Dallas Center-Grimes Community  
School District

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

RECIPIENT: Graduation Alliance, Inc.

By: \_\_\_\_\_  
Gregg Rosann  
Chief Information Security Officer

Date: \_\_\_\_\_

4911-1098-3819-1\10363-000



## Exhibit “A” – Data File Description

### Standard Student/Recruit Enrollment File



## Student Referrals - File Instructions

This document is Exhibit A referenced in the Data Sharing Agreement (DSA)

### Instructions

Graduation Alliance (GA) prefers to receive comma-delimited CSV files uploaded to our secure file sharing site as a starting point for new partners.

Actual volume over time and each party's technical capabilities will determine whether API or web service integration will be performed (note this may require additional expense).

Please contact your GA account representative for access to our secure file sharing site. We can create as many login accounts as necessary.

[Our secure file sharing site also supports most popular FTP clients.](#)

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.

While GA 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 DNC.

Please make sure items marked in **BLUE** are included in your file—in particular, missing State Student ID's 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: "SY2021-22 [Institution Name] \_\_\_\_\_ Student Referrals [YYYY- MM-DD].csv", where [Institution Name] 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.

FROM CUSTOMER (Mandatory fields in BLUE BOLD)***	Column	Example Data	Type	Definition
<b>State_Student_ID</b>	A	6.34625E+11	Identity	The student's state-level unique identifier.
<b>District_Student_ID</b>	B	A100234567	Identity	The student's district-level unique identifier.
<b>Last_Name</b>	C	Merlast	Identity	The student's surname or family name.
<b>First_Name</b>	D	Alexander Andrew	Identity	The student's given name(s).
<b>Home_Language_Preference</b>	E	Spanish	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").
<b>District_Race</b>	F	Native American	Demographic	Text field - if using non-obvious codes please provide a separate list of values
<b>District_Ethnicity</b>	G	Not Hispanic	Demographic	Text field - if using non-obvious codes please provide a separate list of values
<b>Birthdate</b>	H	8/1/2006	Demographic	The student's birthdate, formatted as m/d/yyyy.
<b>Grade_Level</b>	I	9	Demographic	The student's current grade level, formatted as a number. (e.g., enter "9" rather than "9th" or "Grade 9").
<b>Primary_Phone</b>	J	801-333-4444	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.
<b>Secondary_Phone</b>	K	801-555-1234	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.
<b>Primary_Email</b>	L	alexmerl78@something.com	Contact	The student'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.
<b>Secondary_Email</b>	M	amerlast@somethingelse.com	Contact	The student'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.
<b>Mailing_Address_Street</b>	N	310 S Main St 12th Floor	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.
<b>Mailing_Address_City</b>	O	Salt Lake City	Contact	The city portion of the student's mailing address.
<b>Mailing_Address_State</b>	P	UT	Contact	The state portion of the student's mailing address. Two-character postal code is preferred (e.g., enter "UT" rather than "Utah").
<b>Mailing_Address_Zip_Code</b>	Q	84101	Contact	The zip code portion of the student's mailing address. ZIP+4 format is preferred, however ZIP is acceptable.
<b>Parent_Guardian_Name_(Contact_1)</b>	R	John Smith	Contact	The name of the first additional contact for student outreach (e.g., the name of a parent or legal guardian). Only include one contact in this field.
<b>Parent_Guardian_Phone</b>	S	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.
<b>Parent_Guardian_Email</b>	T	jsmith@somethingelse.com	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.
<b>Contact_2_Name</b>	U	Samantha Smith	Contact	The name of the second additional contact for student outreach (e.g., the name of a second parent or legal guardian, or the name of an emergency contact for the student). Only include one contact in this field.
<b>Contact_2_Phone</b>	V	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	W	samsmith@anotherthing.com	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	X	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	Y	3/1/2021	Program	The student's last known attendance date, formatted as m/d/yyyy.
School_Name	Z	East High School	Program	Name of 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.