DATA SHARING AGREEMENT

Between EducateNKY and Southgate Independent School District

This Data Sharing Agreement ("Agreement") is entered into between **EducateNKY** and **Southgate Independent School District** ("District") for the limited purpose of exploring and demonstrating effective methods for using educational data to support continuous improvement.

1. Purpose

The purpose of this Agreement is to allow EducateNKY and Southgate Independent School District leadership to collaboratively explore how existing District data can be analyzed and used to:

- Demonstrate effective data analysis methods;
- Identify trends, patterns, strengths, and opportunities for improvement;
- Explore how data can inform continuous improvement strategies and decision-making; and
- Build the capacity of District and EducateNKY leadership to use data effectively.

This Agreement does **not** authorize EducateNKY to use District data for research, publication, marketing, public reporting, or any purpose unrelated to the activities described above.

2. Protection of Student Information and FERPA

Both parties acknowledge that student education records and personally identifiable information contained within those records are protected by the **Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99**, as well as other applicable federal and state privacy requirements.

EducateNKY agrees to maintain the confidentiality of all protected information provided by the District and to use appropriate administrative, technical, and physical safeguards to prevent unauthorized access, use, or disclosure.

Nothing in this Agreement requires the District to disclose information when such disclosure would not be permitted under FERPA or other applicable law.

3. Limited Use and Access

Data shared under this Agreement will be used **solely for the purposes described in Section 1**.

Access will be limited to:

- Authorized members of the EducateNKY leadership team; and
- Authorized Southgate Public School and District leadership.

Information will not be shared with outside organizations, individuals, funders, community partners, or other third parties without the District's prior written authorization and confirmation that such disclosure complies with applicable privacy requirements.

4. Data Ownership

Southgate Independent School District retains ownership and control of all District data shared under this Agreement. Providing EducateNKY access to data does not transfer ownership or create any independent right for EducateNKY to use the information beyond the purposes established in this Agreement.

5. Data Security and Confidentiality

EducateNKY will take reasonable measures to protect District data from unauthorized disclosure or access.

Any individual provided access to protected District data will be expected to maintain its confidentiality and use the information only for the purposes authorized by this Agreement.

If EducateNKY becomes aware of an unauthorized access, use, or disclosure of protected District information, EducateNKY will promptly notify the District and cooperate with the District in addressing the matter.

6. Reporting and Presentation of Findings

The intent of this partnership is to demonstrate **methods of analysis and continuous improvement**, rather than to publicly report individual student information.

Any analysis or presentation developed through this work will remain within the authorized EducateNKY and Southgate leadership teams unless both parties mutually agree to broader sharing.

No personally identifiable student information will be publicly presented or disclosed.

7. Data Retention and Destruction

EducateNKY will retain District data only for as long as reasonably necessary to complete the activities described in this Agreement.

Upon completion of the work, termination of this Agreement, or request by the District, EducateNKY will return or securely destroy protected District data in its possession unless retention is otherwise required by law.

8. Term and Termination

This Agreement becomes effective upon signature by both parties and will remain in effect until **June 30, 2027**, unless extended by mutual written agreement.

Either party may terminate this Agreement at any time upon written notice. The confidentiality and data protection requirements of this Agreement will continue to apply to any protected information obtained prior to termination.

9. Shared Commitment

EducateNKY and Southgate Independent School District enter into this Agreement with the shared understanding that thoughtful use of data can strengthen educational decision-making and continuous improvement.

The intent of this partnership is to create a safe, collaborative environment in which District and EducateNKY leaders can explore effective data practices while maintaining the privacy, confidentiality, and trust of students and families.

AGREED AND ACCEPTED

Southgate Independent School District

Name: _____

Title: _____

Signature: _____

Date: _____

EducateNKY

Name: _____

Title: _____

Signature: _____

Date: _____