Authorization and Acknowledgment of Operations and Data Sharing

This Authorization and Acknowledgement of Operations (the "Agreement") is made as of July 19, 2023, by and between the TAF Rural Expansion Foundation (the "Foundation") and Oneida City Schools (the "School District"). The Foundation and the School District are referred to herein individually as (a "Party") and collectively as (the "Parties").

RECITALS AND PROGRAM DESCRIPTION

Whereas, the Parties have agreed to collaborate and share data in connection with and as part of the implementation of the Ayers Scholars Program ("ASP" or the "Program") the School District, a program that provides assistance to increase the number of underserved students enrolling and succeeding in postsecondary education through professional mentoring services. This agreement to collaborate and share data is detailed in an Authorization and Acknowledgment of Data Sharing executed between the Parties as of July 19, 2023, and all such terms therein are incorporated herein;

Whereas, the above referenced program may require or otherwise involve disclosures of data or other information by or on behalf of the School District to the Foundation that contain personal information, including without limitation information that, alone or in combination with other information, can or could be used to identify, contact, or locate the person to whom the information pertains and data that is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, et seq. and the regulations promulgated thereunder (collectively, "FERPA");

Program Description:

The ASP is an effective college access and success program currently providing comprehensive services to high schools and community colleges in rural West, Middle, and East Tennessee. The ASP provides services beginning in the 8th grade and continues services into and through college. The ASP has shown dramatic success in increasing college-going rates, persistence, and completion among low-income and rural students, who nationally underperform on these measures. The ASP uses a comprehensive college counseling model and links best practices of academic readiness, changes in school culture, and college enrollment and attainment. The Foundation desires to adopt the ASP and implement it in the School District.

The Foundation will place experienced, dedicated College Access Counselor(s) (hereby known as "Counselors") and Student Success Coordinator(s) (hereby known as "Coordinators") in the School District's high school(s) (hereby known as "School"), who will be responsible for individual, group, and family counseling to prepare students to enter and remain in postsecondary education. Counseling will begin in eighth grade and consist of classroom and other group activities. Starting in the junior year, Counselors will conduct classroom visits, student meetings, parent meetings, and other college access and success interventions. By senior year, Counselors aim to meet with students monthly. Counselors and Coordinators will help students complete financial aid applications, identify scholarship opportunities and grants, complete college applications, determine "best fit" college, send high school transcripts, and interpret financial aid award letters. Postsecondary completion services will be provided to students beyond high school graduation.

The Foundation desires to provide ASP services to all students, but the Foundation can only provide services to students for whom they have received data from the School. It will be the responsibility of the School District to make sure appropriate releases are signed and collected for any student wishing to opt out of the ASP. Additionally, any appropriate releases required by federal law,

including but not limited to FERPA, related to the sharing of student data will be obtained by the School District.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

1. Responsibilities of the Foundation. The Foundation shall:

- Recruit and hire Counselors and Coordinators to work with students at the School to ensure they reach their highest desired postsecondary level.
- Provide ongoing training to Counselors and Coordinators.
- Supervise, evaluate, and mentor Counselors and Coordinators and regularly solicit feedback from the School regarding each Counselor and Coordinator's performance.
- Visit the School to check in with Counselors, Coordinators, and School leadership and work with School leadership to address any challenges that may arise.
- In addition to the Counselors and Coordinators, the Foundation will fund activities that help students assess and enroll in postsecondary education. Such activities may include college visits, ACT prep, application fees for select students, college fairs, and other activities that the Foundation determines will be helpful. Such activities shall be selected and funded in the sole discretion of the Foundation.
- Manage the collection of data and ASP evaluation as described in the Agreement.
- Confirm that each Counselor continues to communicate with students and postsecondary institutions after high school graduation to ensure students successfully complete postsecondary education.
- Perform ongoing evaluation of the ASP, which may require sharing data collected from the School with third parties to determine student postsecondary enrollment, Free Application for Federal Student Aid completion, and other ASP milestones.

2. Responsibilities of the School District. The School District shall:

- Provide private office space, furnishings, phone lines, internet access, and relevant supplies to Counselors and Coordinators, all of which will be accessible to each Counselor and Coordinator over the summer and other School breaks, as the Counselors and Coordinators will work year-round.
- Provide an onsite liaison to help the Counselors and Coordinators integrate into the School.
- Ensure that each Counselor and Coordinator is invited to School activities and provided with opportunities to address students when appropriate about postsecondary access and the support Counselors and Coordinators can provide.
- Ensure a safe and secure work environment for Foundation staff on School property.

- Provide each Counselor and Coordinator with a collaborative work environment and ongoing student access.
- Work with the Foundation and each Counselor and Coordinator, as the case may be, to determine when it may be appropriate to pull students out of classes for meetings.
- Help connect each Counselor and Coordinator to the local business community, postsecondary institutions, and other relevant partners.
- Provide each Counselor and Coordinator with access to the student information system used by the School.
- Provide feedback to the Foundation on the ASP and the Counselor and Coordinator's performance.
- Collect and share information and data as required for ASP implementation and evaluation. Data will include, at minimum, full student directory information (student first name, last name, date of birth, gender, race/ethnicity, phone number, and contact information), parent contact information, state student ID, Social Security Number, student enrollment and withdrawal status, free and reduced lunch status, high school graduation status, ACT composite and sub scores, and grade point average.
- Use best efforts to provide the Foundation and Counselors and Coordinators with the student access and support needed to ensure the success of the ASP.
- Consider in good faith any requests from the Foundation to permit a Foundation funder access to the school and students for purposes of evaluating the ASP.
- Collect FERPA/Authorization to Student Records forms, if required, and properly maintain the same.
- Provide relevant feedback on potential new hires when requested by the Foundation.

3. Confidentiality. "Confidential Information" means all information disclosed in connection with this Agreement by or on behalf of one Party to the other Party, or otherwise obtained by the other Party, whether or not identified as "confidential," that the disclosing Party considers or protects as confidential and that should reasonably be understood to be confidential given the content of the information and the circumstances of disclosure. The Foundation's Confidential Information includes the ASP, all related materials, and the contents of this Agreement. As between the Parties, Confidential Information is solely the property of the disclosing Party. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of a direct or indirect disclosure by the receiving Party; (b) is or becomes available to the receiving Party from a third-party source, provided the source is not under a known obligation of confidentiality to the disclosing Party; or (c) was lawfully known to the receiving Party prior to its disclosure by or on behalf of the disclosing Party.

The receiving Party may not use the other Party's Confidential Information for any purpose except as necessary to perform that Party's obligations or exercise that Party's rights under this Agreement. The receiving Party may not disclose the other Party's Confidential Information except to the receiving Party's employees, contractors, agents, or Foundation funder who have a need to know for purposes of performing that Party's obligations, for limited and pre-approved instances, or to exercise that Party's rights under this Agreement and only then provided those persons are under binding confidentiality obligations at least as restrictive of those in this Agreement. The receiving Party will use the same measures to protect the other Party's Confidential Information from unauthorized use and disclosure as

it uses to protect its own most confidential information, but in no event less than a reasonable degree of care. The receiving Party will be responsible for all breaches of this Section 3 by its employees, contractors, and agents. For the avoidance of doubt, nothing in this Section 3 will interfere with or otherwise impact the Foundation's rights to use and disclose ASP Data as provided by the Agreement.

If a third-party requests that the receiving Party disclose the other Party's Confidential Information pursuant to a subpoena, summons, search warrant, governmental order, or other lawful process, the receiving Party will provide the other Party with prompt written notice of the request and cooperate with the other Party if the other Party legally challenges such request.

The Foundation understands that the School District may be subject to public records or open records laws or regulations. If any such laws or regulations obligate the School District to take any action or inaction that is contrary to this Section 3, the School District will promptly notify the Foundation of the same.

4. Applicable Laws. Each Party warrants that it is and will remain in compliance with all applicable laws and regulations (including privacy and data protection laws and regulations and FERPA) in the course of performing its obligations and exercising its rights under this Agreement and in connection with the ASP.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

X _____
TAF Rural Expansion Foundation

X _____
Oneida City Schools