

Jefferson Community and Technical College (JCTC)  
Jefferson County Public Schools  
Memorandum of Understanding/Data Sharing Agreement

**I. Purpose and Scope**

The purpose of this Memorandum of Understanding (MOU) is to facilitate data sharing and define the roles and responsibilities of each party. All data sharing activities shall adhere to the Family Educational Rights and Privacy Act (FERPA) and its amendments, and the constraints within this agreement. Data sharing is required in order to develop a summer bridge program for under-resourced JCPS students that have shown intent to transition to JCTC for their postsecondary education. This summer bridge program will be based on the development of a peer mentoring program and as such, JCPS is in need of data from JCTC regarding JCPS student applicants. Student selection of the Summer Bridge Peer Mentoring program will be based on identifying under-resourced applicants from JCPS high schools that have applied for admission to JCTC.

The Peer Mentoring program will:

- Strengthen education attainment in the Louisville area by collaborating with community partners, including JCPS and others, and working towards common goals
- Facilitate the identification of JCPS under-resourced students that have applied for admission at JCTC and ultimately pair these students with JCTC student mentors who can help guide them through the enrollment process from Spring Break of their senior year of high school to mid-terms in their first semester.
- Follow the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) to support the sharing of information with JCTC.

**II. Term of the Agreement**

The term of this agreement shall begin upon full execution of the agreement by both parties and extends through June 30, 2016. This Agreement will be renewable annually upon mutual agreement of the parties to do so. The agreement will be reviewed each March to determine if modifications are needed and whether there is funding to support the renewal of this agreement.

**III. Reporting**

Requisite data elements will be uploaded to a secure SharePoint site on the KCTCS system by the JCTC Assistant Director of Admissions for New Student Orientation. Secure password-protected access to that site will be provided to JCPS high school counselors who are recruiting students for the mentoring program. JCTC will provide the following data for each student who has completed a FERPA release:

- Student name, high school of origin, enrollment status
- Student mailing and email address

All student personal data shall remain confidential and shall not be disclosed verbally or in writing to an unauthorized third party.

All data that identifies individual students shall be maintained by designated JCPS representatives in a secure manner. Those with access to identifiable student information shall sign confidentiality agreements. Personally identifiable information from student education records shall not be shared with individuals other than the designated JCPS representatives.

Marketing /Advertising purposes: No unit data submitted by JCTC will be utilized in marketing campaigns without the express permission of the student and/or the student's parents/guardians.

#### **IV. Modification**

It is mutually understood and agreed by and between the parties that:

- A. This agreement may be modified by mutual written agreement of JCTC and JCPS;
- B. This agreement may be terminated with (30) days written notice by either party.

#### **V. Information Security**

To the extent that either party to the agreement (the "receiving party") receives from the other party to this agreement (the "disclosing party") Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the receiving party shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as the disclosing party's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the disclosing party of a security breach

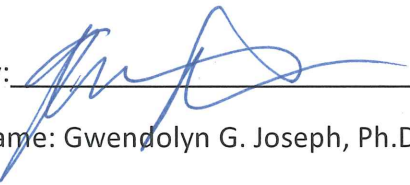
relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and the receiving party abides by the requirements set forth in that exception; and (iv) cooperating with the disclosing party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by the receiving party; and (vi) at the disclosing party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

**VI. Effective Date and Signatures**

This MOU is effective upon the signatures of the organizations' authorization officials. It shall remain in force until terminated under Section II.

**JEFFERSON COMMUNITY and TECHNICAL COLLEGE**

**JEFFERSON COUNTY PUBLIC SCHOOLS**

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

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

Name: Gwendolyn G. Joseph, Ph.D

Name: Donna Hargens Ed.D

Title: Interim President  
Jefferson Community and Technical College

Title: Superintendent  
Jefferson County Public Schools

Date: 10.6.15 \_\_\_\_\_

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