

OK AS TO FORM
AMH 07-31-2023

PARTNERSHIP AGREEMENT

PARTIES

This Partnership Agreement (hereinafter "Agreement") between the Jefferson County Board of Education (hereinafter "School District"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, and NextGrad at 922 S 500 W, Salt Lake City, Utah 84102.

AGREEMENT

The School District grants NextGrad the rights to place its digital displays on its property as defined below, whereas NextGrad desires to identify itself with the School District as described in this Agreement.

Now, therefore in consideration of their respective promises and undertakings set forth herein, the parties, intended to be legally bound, agree to the following:

TERM

The term of this Agreement shall begin on July 1, 2023, and end on May 31, 2025.

OWNERSHIP

The School District acknowledges and agrees that NextGrad is the sole and exclusive owner of all screens placed on the School District's property by NextGrad and that all rights relating thereto are expressly reserved to NextGrad. NextGrad is responsible for any necessary maintenance or repair of the kiosks. For clarity, screens on School District property not provided by NextGrad are the sole property of School District and NextGrad makes no claim to those devices.

OBLIGATIONS OF EACH PARTY

1. NextGrad will provide Atherton High School, Ballard High School, Central High School Magnet Career Academy, DuPont Manual High School, Eastern High School, J. Graham Brown School (high), and Louisville Male High School:
 - a. One digital kiosk in each high school:
 - b. Grant funding of \$500 annually, paid after June 1, 2024, and May 1, 2025.
 - c. Installation, removal, and maintenance of kiosks based on the start and end date in the contract.
2. If NextGrad plans to have participating schools use any digital resource, including technology devices not owned by JCPS, digital platforms, websites, or databases, JCPS Digital Resource Review Committee must approve before such use.

3. NextGrad acknowledges that projects involving program evaluation, monitoring activities, or data collection or research are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
4. If the performance of this Agreement involves the transfer by JCPS to NextGrad of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), NextGrad and JCPS must manage the data transfer in accordance with FERPA requirements, and NextGrad agrees to the following conditions: NextGrad
 - a. If NextGrad requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to NEXTGRAD before the JCPS IRB-approved informed consent process has been executed. In this case, NextGrad does not function as an exception under FERPA. NextGrad is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this Agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. NextGrad must deliver copies of the signed authorization to JCPS upon request.
 - b. If NextGrad has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then NextGrad shall:
 - i. In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than NextGrad and its employees, contractors, volunteers, and agents without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - iii. Require all employees, contractors, volunteers, and agents of NextGrad to comply with all applicable provisions of FERPA with respect to any such data. NextGrad shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.

- iv. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. NextGrad shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this Agreement.
 - v. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of NextGrad necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- 4. Acknowledges that JCPS retains the right to audit NextGrad's compliance with this Agreement.
 - 5. Acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes cause for JCPS to immediately terminate this Agreement pursuant to the Termination section of the Agreement.
 - 6. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS.
 - 7. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.

School District will provide the following:

- 1. Placement of NextGrad Kiosk near an outlet in high traffic area in high school(s).
- 2. Grant permission to NextGrad to connect the kiosk to the High School's WiFi and grant NextGrad permission to the remote-access software RemotePC.com contingent upon prior approval from the JCPS Digital Resource Review Committee.
- 3. Allocate NextGrad Grant funding to improve college access for student(s) in participating school(s) in one or more of the following approved activities.
 - a. Award a NextGrad Scholarship to a senior who will be a first-generation college student and plans to attend an accredited post-secondary institution upon high school graduation; or
 - b. Give college application fee waivers for disadvantaged students; and/or
 - c. Use for costs associated with the school's participation in College Application Week/Month and /or FAFSA completion activities.
- 4. Report to NextGrad on grant funding recipients and/or activities for potential use in marketing, partnerships, and fiscal reporting only after approval from JCPS General Counsel.

TERMINATION

This Agreement shall automatically expire after the term outlined in paragraph one above unless this Agreement is terminated as set forth herein.

1. The School District may terminate this Agreement at any time without cause.
2. Upon the expiration or termination of this Agreement, NextGrad shall retrieve all belongings, and all rights granted to NextGrad shall automatically revert to the School District.

Executed as an Agreement

Executed by
NextGrad

Executed by
Jefferson County Public Schools

Melissa Miller Kincart

Signature

Signature

Melissa Miller Kincart

Dr. Marty Pollio

Printed Name

Printed Name

Director of High School Partnerships

Superintendent

Title

Title

August 8, 2023

Date

Date

melissa@nextgrad.com

Marty.pollio@jefferson.kyschools.us

Email

Email

Additional Contacts Needed

District College and Career Readiness Director

Name

Title

Email

District IT Director

Name

Title

Email

Phone

Louisville Male High School

Principal Name

Email

Phone

Counselor Name

Email

Phone

Phone

DuPont Manual High School

Principal Name

Email

Counselor Name

Email

Phone

J. Graham Brown High School

Principal Name

Email

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Counselor Name

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Atherton High School

Principal Name

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Counselor Name

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Principal Name

Eastern High School

Email

Phone

Counselor Name

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Central High School

Principal Name

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Counselor Name

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Phone

Phone

Ballard High School

Principal Name

Email

Counselor Name

Email

Phone