

## High School Partnership Agreement

### PARTIES:

This Partnership Agreement (hereafter "Agreement") between Jefferson County Board of Education (hereafter "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 LLC at 922 S 500 W, Salt Lake City, UT 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 with the School District as described in the 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 June 1, 2025, and end May 31, 2027.

**OWNERSHIP:** The School District acknowledges and agrees that NextGrad is the sole and exclusive owner and insurer 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 screens. For clarity, screens on the School District property not provided by NextGrad are the sole property of the School District and NextGrad makes no claim to those devices.

### OBLIGATIONS OF EACH PARTY

1. NextGrad will provide Atheron High School, Ballard High School, Central High School, DuPont Manual High School, Eastern High School, Fern Creek High School, J. Graham Brown School (high), Jeffersontown High School, Louisville Male High School, Pleasure Ridge Park High School, and Seneca High School:
  - a. One digital kiosk in each high school.
  - b. Grant funding of \$500 annually, paid on or before June 1 of each academe year.
  - c. Installation, removal and maintenance of the kiosk based on the start and end date in the agreement.
  - d. Replace or remove the Kiosk, at NextGrad's expense, should it become nonfunctional or damaged.
2. If NextGrad plans to have participating schools use any digital resources, including technology devices not owned by JCPS, digital platforms, websites, or databases JCPS Digital Review Committee must approve 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, ("FERP A"), NextGrad and JCPS must manage the data transfer in accordance with FERP A 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 FERP A. 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 FERP A 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 FERP A 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.
5. Acknowledges that JCPS retains the right to audit NextGrad's compliance with this Agreement.
6. 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.
7. 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.
8. 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
9. \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.



The **School District** will provide the following:

- A. Placement of NextGrad Kiosk near an outlet in high traffic area in high school(s) as well as provide reasonable care and security for the kiosk.
- B. Grant permission to NextGrad to connect the kiosk to the high school's internet network.
- C. Inform NextGrad of any staff changes that would affect communication between The High School and NextGrad.
- D. Inform NextGrad of any intentions to relocate any kiosk.
- E. Award a NextGrad Scholarship at each participating school to a senior who will be first-generation college student, or who has financial need and plans to attend a technical or community college or a 4-year college or university upon high school graduation.
- F. Report to NextGrad name of scholarship recipient (s) and the institution they plan to attend for fiscal reporting purposes only after approval from JCPS General Counsel.

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

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

**EXECUTED AS AN AGREEMENT**

**Executed by**

NextGrad LLC

*Melissa Miller Kincart*

Signature

**Melissa Miller Kincart**

Printed Name

**VP of HS Partnerships**

Title

**March 3, 2025**

Date

[Melissa@nextgrad.com](mailto:Melissa@nextgrad.com)

Email

**Executed by**

Jefferson County Public Schools

Signature

Printed Name

Title

Date

Email

**NextGrad**



**Additional Contacts Needed**

**District IT Director**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**District College and Career Readiness Director**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

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**Executed by**

NextGrad LLC

**Executed by**

Jefferson County Public Schools

\_\_\_\_\_  
Signature

**Melissa Miller Kincart**

\_\_\_\_\_  
Printed Name

**VP of HS Partnerships**

\_\_\_\_\_  
Title

**March 3, 2025**

\_\_\_\_\_  
Date

[Melissa@nextgrad.com](mailto:Melissa@nextgrad.com)

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

**Dr. Brian Yearwood**

\_\_\_\_\_  
Printed Name

**Superintendent**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

**NextGrad**

### **Louisville Male High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

### **DuPont Manual High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

### **J Graham Brown High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

### **Atherton High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

### **Eastern High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

### **Central High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone



**Ballard High School**

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone