

Agreement between the North Carolina Department of Public Instruction and the Georgia Department of Education

WHEREAS, the North Carolina Department of Public Instruction (“NC DPI”) and the Georgia Department of Education (“GaDOE”), have identified the need to share information for K-12 students who transfer across state lines and developed the Southeast Education Data Exchange (“SEED”);

WHEREAS, the GaDOE developed, operates, and maintains a centralized point of exchange (“Exchange Hub”) for routing requests and responses for information related to K-12 transfer students across state lines for states participating in SEED;

WHEREAS, the NC DPI desires to participate in SEED by providing information for students in its state and receiving information for students in other states utilizing the Exchange Hub so as to provide its schools more seamless access to information that will improve the provision of services to K-12 transfer students;

WHEREAS, this agreement governs the utilization of the Exchange Hub by NC DPI and GaDOE (collectively referred to hereinafter as “the parties”) to ensure the confidentiality of the student data as required by the Federal Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and delineates the responsibilities of NC DPI and GaDOE related to the use and maintenance of the Exchange Hub and information related to K-12 transfer students across state lines.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the parties hereby agree as follows:

1. GaDOE will operate and maintain the Exchange Hub as a centralized point of exchange for routing requests and responses for information related to K-12 transfer students across state lines for the term of this agreement. The Exchange Hub will allow states participating in SEED to request student data from other participating states to identify where new students were previously enrolled, where students who are no longer attending school may have transferred, and to request records from a state in which the student was previously enrolled.
2. GaDOE will provide NC DPI a standardized GUI (“Exchange Appliance”) that will allow NC DPI to interface with the Exchange Hub and with the NC DPI’s student data. GaDOE shall provide NC DPI with necessary changes to the Exchange Appliance and NC DPI shall implement such changes in a timely manner to facilitate the continued exchange of data. NC DPI will notify GaDOE in a timely manner of any technical problems related to the Exchange Appliance.
3. The Exchange Hub shall not be utilized for any purpose other than as outlined in this agreement for providing information between states relating to K-12 students who transfer across state lines. NC DPI, like all states participating in SEED, shall not request student information unless the student is currently attending or intending to attend a

school or schools in its state. NC DPI shall adhere to the requirements of FERPA, specifically 34 C.F.R. § 99.34.

4. NC DPI, like all states participating in SEED, may send and receive personally identifiable student information through the Exchange Hub on behalf of the school districts in its state in accordance with FERPA. FERPA, specifically 34 C.F.R. § 99.31(a)(2), provides that officials may disclose personally identifiable student information without prior written consent if the disclosure is to other school or school district officials where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for the purposes related to the student's enrollment or transfer. NC DPI, like all states participating in SEED, shall provide access to information received through the Exchange Hub to the school districts in its state if consistent with its state's rules, regulations, and policies related to student transfers. NC DPI, when disclosing personally identifiable student information, shall adhere to the requirements of 34 C.F.R. § 99.34.
5. NC DPI, like all states participating in SEED, shall safeguard all student information provided and received through the Exchange Hub in accordance with FERPA and any other applicable state or federal law, regulation, rule, policy, or procedure regarding the confidentiality of student information.
6. NC DPI, like all states participating in SEED, shall control access to the Exchange Appliance, Exchange Hub, and all data sent and received through the Exchange Hub to only those individuals who have legitimate educational interests in the data exchanged through the Exchange Hub and only for the purpose of facilitating the transfer of students across state lines. NC DPI will determine the level of security applied to its use of the Exchange Appliance, Exchange Hub, and all data sent and received through the Exchange Hub. NC DPI will determine the necessary authentication and authorization of its users of the Exchange Appliance, Exchange Hub, and all data sent and received through the Exchange Hub.
7. NC DPI, like all states participating in SEED, shall provide access to information received through the Exchange Hub to the school districts in its state in a manner to be determined by NC DPI that is consistent with its state's rules, regulation, and policies related to student transfers.
8. NC DPI will retain any and all rights to data it provides through the Exchange Hub and shall not utilize any data received through the Exchange Hub except as provided under this agreement to facilitate the transfer of students across state lines. GaDOE, or any other state participating in SEED, by receiving data through the Exchange Hub does not receive any ownership in such data and may only use such data to facilitate the transfer of students across state lines.
9. NC DPI will provide and house its state's student data that will be provided to other states through the Exchange Hub in a common data model provided by GaDOE that is used by all states participating in SEED.

10. NC DPI will determine how much student data and how many years of student data it will provide to other states through the Exchange Hub.
11. NC DPI, like all states participating in SEED, shall make a reasonable effort to locate students and provide student data through the Exchange Hub when requested.
12. No data will be extracted from NC DPI as a result this agreement, utilizing the Exchange Hub, or participating in SEED. All data exchanged as a result of this agreement, utilizing the Exchange Hub, or participating in SEED will be provided by the participating state. NC DPI, like all states participating in SEED, shall retain all rights and ownership of the data it provides.
13. No student data, personally identifiable or otherwise, will be stored in the Exchange Hub except when being routed from one state to another. When present in the Exchange Hub, all student data will be encrypted and will not be available to any participating state, including GaDOE, except the states directly exchanging the student information. Upon receipt of student data by the requesting state, all student data in the Exchange Hub is destroyed.
14. GaDOE will ensure that all transmissions of data and storage points will be encrypted and secure. GaDOE will ensure that all hardware necessary for the operation and maintenance of the Exchange Hub and related utilities will be located in a secure location with controlled access. GaDOE will make all reasonable and necessary efforts, consistent with industry standards, to prevent unauthorized access to data in the Exchange Hub or en route to and from states. In the unlikely event unauthorized access to data in the Exchange Hub or en route to and from states occurs, upon learning of the unauthorized access GaDOE will immediately notify all states participating in SEED of the unauthorized access and the extent of exposure. To the extent NC DPI is required by state or federal law to provide notification of the unauthorized access of its data in the Exchange Hub or en route to and from the state, such notification and cost thereof shall be the responsibility of NC DPI. In the unlikely event unauthorized access to data at NC DPI that may compromise the Exchange Hub or other states' data, NC DPI will immediately notify GaDOE of the unauthorized access and the extent of exposure. GaDOE shall not be responsible for any costs associated with unauthorized access to data at NC DPI. NC DPI shall be responsible for any costs associated with repair of the Exchange Hub or Exchange Appliance as a result of unauthorized access at the NC DPI.
15. This agreement may be terminated by any party without reason or cause by providing all other parties with written notice not less than thirty (30) days in advance of the desired termination date. Upon termination, NC DPI shall destroy all SEED appliance software and documentation and revoke all access to the Exchange Hub. NC DPI shall send written confirmation of such destruction and revocation to GaDOE within seven (7) calendar days of each action.

16. This agreement shall take effect upon completion of signatures and remain in effect until December 31, 2014.
17. This agreement may be amended at any time, but only by written mutual agreement of the parties.
18. In the event that the GaDOE does not receive funds sufficient to complete its duties under this agreement or that the source of payment is insufficient with respect to the services and deliverables under this agreement, the agreement shall terminate without further obligation of GaDOE as of that moment. The determination by the GaDOE of the events stated above shall be conclusive.
19. There are no third-party beneficiaries to this agreement. This agreement is intended only to benefit the NC DPI and GaDOE.
20. Legal notices under this agreement, including, but not limited to, notices of termination, notices of non-compliance, notices of changes in the designated point-of-contact, shall be delivered by certified mail, return receipt requested, or in person with proof of delivery to the addresses set forth below or such other addresses as a party may designate by notice hereto.

<p>GaDOE: Jennifer Hackemeyer General Counsel 2052 Twin Towers East 205 Jesse Hill Jr. Drive SE Atlanta, GA 30334 (404) 656-4689 jhackeme@doe.k12.ga.us</p>	<p>NC DPI: Katie Cornetto SBE Staff Attorney/Legal Advisor Office of the State Board of Education 6302 Mail Service Center Raleigh NC 27699-6302 (919) 807-3406 Katie.Cornetto@dpi.nc.gov</p>
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21. To the extent allowable by applicable NC DPI's state and local law, NC DPI agrees to indemnify and hold harmless the GaDOE, State of Georgia, its officers, employees, and agents from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments related to or arising from this agreement.
22. This agreement may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies of this agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

[Signatures to follow on the next page]

Jane St. Clair Atkinson

Jane St. Clair Atkinson, Ed.D
State Superintendent of Public Instruction
North Carolina Department of Public Instruction

Date *January 11, 2013*

John D. Barge

John D. Barge, Ed.D
State School Superintendent
Georgia Department of Education

Date *3/4/13*

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