

FERPA Confidentiality Agreement

This confidentiality agreement ("Agreement") is made and entered into this ____ day of _____ 2015, by and between the Warren County School District ("First Party") and Dr. Gertrude A. Barber Center, Inc ("Second Party").

WHEREAS, Second Party, through its contractual relationships with First Party, may receive information from First Party (e.g. educational records, personally identifiable student information, etc.) that is confidential information that is protected by law, including but not limited to The Family Educational Rights and Privacy Act (FERPA); and

WHEREAS, Second Party agrees that it shall at all times abide by all federal, state, and local laws, rules, or regulations regarding the handling, safekeeping, destruction, and further disclosure of said confidential information and that said information is being provided to Second Party on the strict condition that, unless permitted by law, it shall not be disclosed by Second Party without the prior consent of the parent or eligible student.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Second Party shall use the confidential information for the sole purpose of fulfilling its contractual obligations to First Party.
2. The Parties agree that any confidential information provided from First Party to Second Party in order for Second Party to fulfill its contractual obligations to First Party, and in which the First Party deems the Second Party to have a legitimate educational interest, is being provided under the strict condition that, unless permitted by law, Second Party shall not further disclose the information without the prior consent of the parent or eligible student, as these terms are defined under FERPA.

3. Second Party shall (i) maintain strict security measures which will prevent disclosure of the confidential information to any third party, (ii) limit the number of its employees who have access to such information and (iii) inform its employees of their obligation to maintain strict confidentiality of the information.

4. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the confidential information, Second Party shall have in place security procedures for its physical, electronic, and managerial operations to include, but not limited to, strong authentication, fire walls, VPNs, industrial strength encryption, and secure servers.

5. Second Party, its agents and employees agree at all times to abide by all federal, state, and local laws, regulations, and ordinances (including, but not limited to FERPA) with regard to the handling, safekeeping, destruction, and disclosure of the confidential information and, unless permitted by law, to not disclose the information without the prior consent of the parent or eligible student. Second Party shall be solely responsible for and hold harmless, indemnify and release the First Party, its employees and agents, from any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, arising as a result of (i) Second Party's, or its agents or employees, failure to maintain the security of the confidential information; (ii) Second Party's, or its agents or employees, failure to abide by any federal, state, or local law, regulation, or ordinance with regard to the handling and/or disclosure of the confidential information; or (iii) Second Party's, or its agents or employees disclosure of the information without the prior consent of the parent or eligible student. Second Party's obligations in accordance with this provision shall survive the termination of this Agreement and shall apply regardless of when any such cause of action is pursued.

6. If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

7. There are no understandings between the Parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments

made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may only be modified by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

First Party: Warren County School District

President, Board of School Directors

ATTEST:

Secretary, Board of School Directors

Second Party: Dr. Gertrude A. Barber Center, Inc

By: _____
John J. Barber
President & CEO