

MICRO-ENTERPRISE CREDENTIAL TRACKING AGREEMENT



SECTION 1: INTRODUCTION

The following is an agreement between Career Compass of Louisiana (henceforth referred to as Career Compass) and _____ (henceforth referred to as District / School) that pertains *only* to the District / School use of the Micro-Enterprise Credential Tracking System (Tracking System).

The Micro-Enterprise Credential Tracking System enables districts / schools to track the Micro-Enterprise Credential modules their students have completed, and to request the appropriate Micro-Enterprise Credential for students who have completed the required modules.

Appendix I provides a Micro-Enterprise Credential Overview. Appendix II indicates the step-by-step process for issuing student credentials.

SECTION 2: DISTRICT / SCHOOL RESPONSIBILITIES

- 2.1) The District / School must execute this agreement prior to receiving a password to the Tracking System.
- 2.2) The District / School is responsible for uploading and maintaining accurate information in the Tracking System, including student module completion and requested student credentials.
- 2.4) When Career Compass indicates that a Credential Report is available, the District / School must review and confirm that the report is accurate, i.e., that the students listed have completed the requirements for the Micro-Enterprise Credential they are seeking.
- 2.5) The District / School must maintain the student records indicated in Appendix III.
- 2.6) The District / School must enter into a separate agreement with the Baton Rouge Area Chamber (BRAC), the sponsoring entity for the Micro-Enterprise Credential, to pay for the costs of Micro-Enterprise Credential.

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SECTION 3: CAREER COMPASS RESPONSIBILITIES

- 3.1) Maintain a secure Micro-Enterprise Credential Tracking System.
- 3.2) Provide District / School with system tracking information.
- 3.3) Check uploaded information for certification requests, checking to make sure that the appropriate modules required for the requested credential have been marked as completed by the District / School.
- 3.4) Towards the end of each semester provide District / School with a report of student credentials earned.
- 3.5) Provide BRAC with a report of credentials earned by district/school.
- 3.6) Upon receiving confirmation that District/School has paid for the costs of all credentials, email to the designated District / School contact the student certificates.
- 3.7) Maintain Privacy of Student's Personally Identifiable Information.

SECTION 4: STUDENT CONFIDENTIALITY

Executing this agreement indicates that the District / School authorizes Career Compass to receive personally-identifying student information in accordance with La.RS.17:3914(F)

In accordance with La.RS.17:3914(F), Career Compass agrees to protect student information including personally identifiable information, in a manner that allows only those individuals who are authorized by Career Compass to access the information. Personally identifiable information, as defined by statute, will be protected by reasonably appropriate security measures, including but not limited to, the use of user names, secure passwords, encryption, and security questions. Career Compass will maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access to such information. Career Compass agrees to perform regular reviews of its security measures and perform system auditing to maintain protection of its systems. Career Compass agrees to maintain these systems with all available security updates and patches installed.

Reasonable efforts will be made to ensure that any software or web based provider's terms of use and data privacy policies, practices and procedures are compatible with Career Compass' obligations, including the obligation to maintain confidentiality of personally identifiable student

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information. To ensure that the only individuals and entities that can access student data are those that have been specifically authorized, Career Compass shall implement industry-recognized forms of authentication to identify the specific individual who is accessing the information. Career Compass will determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Career Compass shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

Career Compass agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the District / School. Career Compass agrees that any and all data obtained from the District / School shall be used expressly and solely for the purposes enumerated in this Agreement. Student information shall not be distributed, used, or shared, sold, transferred or processed for any other purpose, including commercial advertising, marketing, or any other commercial purpose. Career Compass shall not sell, transfer, share or process any student data for any purposes other than those listed in the Agreement, including commercial advertising, marketing, or any other commercial purpose.

Career Compass shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in the release of protected information. Career Compass is permitted to disclose confidential student information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Career Compass and the District / School. The confidentiality obligations shall survive termination of this Agreement for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the District / School.

Career Compass shall establish and implement a clear data breach response plan outlining

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organizational policies and procedures for addressing a potential breach, including notification and remediation procedures. Career Compass' response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether Career Compass stores and manages the data directly or through a contractor, such as a cloud service provider.

The District / School shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Career Compass hereby waives the posting of a bond with respect to any action for injunctive relief. Career Compass grants the District / School the right, but not the obligation, to enforce these provisions in Career Compass name against any Career Compass employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

Career Compass agrees to comply with the notification requirements of La. R.S. 51:3071 et seq. (Louisiana Database Breach Notification Law) as well as any other applicable laws in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Career Compass' obligations or other event requiring notification under applicable law, Career Compass shall notify the District / School immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the District / School and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, Career Compass agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the District / School, shall have the option to audit Career Compass' service. Records pertaining to the service shall be made available to auditors and the District / School when requested in writing, provided that ten (10) days notice is given.

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Career Compass shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Career Compass shall restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff, with notice given to District / School.

Upon termination or expiration of this contract, Career Compass agrees to remain bound by the privacy provisions set forth in this contract and pursuant to La. R.S 17:3914 F(3)f for a period of five (5) years, at which time all personally identifiable student information shall be erased, destroyed, and rendered unreadable, in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Career Compass shall certify in writing that these actions have been completed upon written request of the District / School.

This agreement will remain in effect from _____ to June 30, 2017 and is renewable based on the consent of the signatory parties. Career Compass and District / School reserve the right to terminate the agreement upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

Signature:  Signature: _____

Date: 08-22-16 Date: _____

Julie Scott Name:
Executive Director Title:
Career Compass of LA Entity:

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APPENDIX I: MICRO-ENTERPRISE CREDENTIAL OVERVIEW

The Micro-Enterprise Credential provides students of all abilities and interests with the workplace behaviors and communication skills they need to be effective small business employees and (one day) small business owners / entrepreneurs.

Students must complete five modules to attain the Micro-Enterprise Credential.

1 Self-Assessment	Behaviors and skills that lead to business and life success				
2 Self-Assessment Presentation	Determination, Self-Motivation, Self-Discipline and Grit	Problem Solving and Teamwork	Communication Skills, Comfort Engaging with Strangers	Financial and Computer Literacy	Personal Capabilities and Support Systems
3a Key Financial Concepts	Learning the financial concepts essential to the success of every small business and start-up				
3b Credit Applications	Completing bank and online credit applications that small business owners and entrepreneurs need to master				
4 Company Registration	Using the <i>geauxBIZ</i> student portal to complete actual company registration forms				
5 Micro-Enterprise Credential Exam	Demonstrating mastery of the skills necessary to be a successful small business employee and owner / entrepreneur				

The Micro-Enterprise Credential emphasizes the development of each student’s writing and verbal communication skills . . . practical skills like the completion of credit applications and actual company registration documents . . . and mastery of key financial concepts.

Students who graduate with the Micro-Enterprise Credential will enter the workplace prepared to succeed in entry-level jobs, with the academic foundation necessary to continue their education in a community or technical college.

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Schools are responsible for maintaining documentation that students have completed each of the Micro-Enterprise Credential modules. The required documentation is:

- Self-Assessment: printouts / pdfs of a student's Round 1 and Round 2 Self-Assessment reports;
- Self-Assessment Presentation: printout / pdf of the mentor's Student Completion Checklist;
- Credit Applications and Company Registration: no separate documentation required;
- Certification Exam: exam results will be reported by the entity offering the exams. The Micro-Enterprise Credential certification exam should be regarded as a typical "high-stakes" certification test, similar to an end-of-course or ACT test. Appropriate test security and test proctoring procedures should apply.

BRAC and/or the LDE may audit the Micro-Enterprise Credentials attained by a school – this documentation would be required to complete that audit. Documentation should be kept for two years.

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APPENDIX II: STEP-BY-STEP PROCESS FOR ISSUING MICRO-ENTERPRISE CREDENTIALS

Proposed Roles and Responsibilities: Processing Micro-Enterprise Credentials		
District/School Responsibilities		Responsibility
1	Create District/School Agreement and reporting template	Career Compass
2	Maintain a secure Micro-Enterprise Credential portal	Career Compass
3	Execute Micro-Enterprise Credential Tracking Agreement	District/School
4	Confirm receipt of District/School agreements, send District/School portal sign-in information	Career Compass
5	Use Tracking System to upload student module completion information	District/School
6	Check uploads periodically, contact District/School if there are inconsistencies	Career Compass
7	Towards the end of each semester provide District/School with a report of student credentials earned	Career Compass
8	Confirm Career Compass report indicating number and identity of students qualifying for Micro-Enterprise Credential(s)	District/School
9	Provide BRAC with a report of credentials earned by District/School	Career Compass
10	Provide Career Compass with electronic versions of each Micro-Enterprise Credential	BRAC
11	Receive report from Career Compass of the number of credentials earned by students at each District/School	BRAC
12	Invoice District/School for appropriate credentialing fees	BRAC
13	District/School maintains records indicated in Appendix III	District/ School
13	Remit credentialing fee payments to BRAC (based on a separate Agreement)	District/School
14	Provide payment confirmation to Career Compass when payment is received from District/School	BRAC
15	Receive payment confirmation from BRAC, email electronic certificates to District/School	Career Compass
16	Submit credential documentation to the Department of Education per Jump Start policy requirements in order for students to graduate high school	District/School