

Data Sharing/Use Agreement
Between
Jefferson County Public Schools
And

National Student Clearinghouse: StudentTracker for High Schools

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Public Schools ("JCPS"), and the ***National Student Clearinghouse: StudentTracker for High Schools*** ("Services Provider") organized under the laws of the State of Kentucky describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of 8/28/2019 and will terminate 08/30/2020 unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. Services Provider will provide the following services to JCPS under the terms of a services contract between JCPS and Services Provider effective August 28, 2019

Service Provider (***National Student Clearinghouse: StudentTracker for High Schools***) shall use student level data to provide the Jefferson County Public Schools district with information on the attendance of our former students in postsecondary institutions in order to monitor and report college enrollment and degree attainment to Kentucky Department of Education, Jefferson Public Schools District, Jefferson County Public Schools, and Community Partners.

2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, upon written request, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR

Data Sharing/Use Agreement

Between

Jefferson County Public Schools

And

National Student Clearinghouse: StudentTracker for High Schools

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Public Schools ("JCPS"), and the ***National Student Clearinghouse: StudentTracker for High Schools*** ("Services Provider") organized under the laws of the State of Kentucky describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of 8/28/2019 and will terminate 08/30/2020 unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. Services Provider will provide the following services to JCPS under the terms of a services contract between JCPS and Services Provider effective August 28, 2019

Service Provider (***National Student Clearinghouse: StudentTracker for High Schools***) shall use student level data to provide the Jefferson County Public Schools district with information on the attendance of our former students in postsecondary institutions in order to monitor and report college enrollment and degree attainment to Kentucky Department of Education, Jefferson Public Schools District, Jefferson County Public Schools, and Community Partners.

2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, upon written request, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR

99.33(a) governing the use and redisclosure of personally identifiable information from education records.

3. JCPS shall disclose to Services Provider confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "school official exception" of FERPA, 34 C.F.R. 99.31 (a)(1), when the disclosure is within such exception as stated in Paragraph B.2 above and Services Provider has a legitimate educational interest for access to such education records. The confidential data including student and non-student information to be disclosed is described in a document attached to this agreement as **Attachment A**. Services Provider shall use personally identifiable information from education records and other records in order to perform the services described in Paragraph B.1 above. Services Provider shall notify JCPS and JCPS shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the services or any changes to the scope, purpose or duration of the services themselves. Any agreed upon changes to the data disclosed shall be reduced to writing and included in an update to Attachment A to this Agreement. Any agreed upon changes to the scope, purpose or duration of the services shall be reduced to writing and included in an amendment to the services contract described in Paragraph B.1 above.
4. Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Services Provider shall confirm the transfer of confidential data and notify JCPS as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Services Provider to JCPS.
5. The National Student Clearinghouse StudentTracker for High School agreements for Districts is listed as **Attachment C**.

C. CONSTRAINTS ON USE OF DATA

1. Services Provider agrees that the services shall be provided in a manner that does not permit personal identification of parents and students by individuals other than representatives of Services Provider that have legitimate interests in the information.
2. Services Provider will not contact the individuals utilizing data included in the data sets without obtaining advance written authorization from JCPS.
3. Services Provider shall not re-disclose any individual – level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.
4. Services Provider shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit.

D. DATA CONFIDENTIALITY AND DATA SECURITY

Services Provider agrees to the following confidentiality and data security statements:

1. Services Provider acknowledges that the data provided by JCPS is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. If the performance of this Agreement involves the transfer by JCPS to Services Provider of any data regarding any JCPS student that is subject to FERPA, Services Provider agrees to:
 - a. In all respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the services contract described in Paragraph B.1 above, and not share any such data with any person or entity other than Services Provider and its employees, contractors and agents, without the prior written approval of JCPS.
 - c. Require all employees, contractors and agents of Services Provider to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the services contract described in Paragraph B.1 above.
 - e. Provide the services under the services contract described in Paragraph B.1 above in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Services Provider having a legitimate interest in knowing such personal identification.
 - f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date it is no longer needed by Services

Provider for the purposes of the services contract described in Paragraph B.1 above.

3. Services Provider shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Services Provider becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Services Provider shall use all reasonable efforts to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Services Provider will use all reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Services Provider will only disclose that portion of confidential and otherwise personally identifiable data that Services Provider is legally required to disclose.
4. Services Provider shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, except as agreed to by the parties in an applicable services agreement.
5. Services Provider shall not use data shared under this Agreement for any purpose other than the services contract described in Paragraph B.1 above. Nothing in this Agreement shall be construed to authorize Services Provider to have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.
6. Services Provider shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;

- e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
 - f. Ensuring that all staff accessing data sign a nondisclosure statement, substantially similar to that attached as **Attachment B**, and maintain copies of signed statements;
 - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
 - i. Installing anti-virus software to protect the network.
7. If Services Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), Services Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
- a. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

- b. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
 - c. Services Provider shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Services Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Services Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
8. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service"), Services Provider agrees that:
- a. Services Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Services Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
 - b. With a written agreement for educational research, Services Provider may assist an educational institution to conduct educational research as permitted by FERPA.
 - c. Pursuant to KRS 365.734, Services Provider shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
 - d. Pursuant to KRS 365.734, Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - e. Pursuant to KRS 365.734, Services Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).
9. Services Provider shall report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Accountability, Research, and Systems Improvement. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time

the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.

10. Services Provider shall securely and permanently destroy the data provided by JCPS, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement. Services Provider agrees to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Services Provider agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.
11. For purposes of this agreement and ensuring Services Provider's compliance with the terms of this Agreement and all application of the state and Federal laws, Services Provider designates National Student Clearinghouse (or an alternative designee specified in writing) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Services Provider. JCPS will release all data and information under this Agreement to Temporary Custodian. Temporary Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of the data as described below. JCPS or its agents may, upon request, review the records Services Provider is required to keep under this Agreement.
12. Services Provider 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 just cause for JCPS to immediately terminate this Agreement.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to JCPS are costs associated with the compiling of student data requested under this agreement and costs associated with the electronic delivery of the student data to Services Provider.

No payments will be made under this Agreement by either party. Any payments to Services Provider will be made under services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver student demographic and academic data as defined in **Attachment A – Data File Description**. All items will be keyed to a “proxy” student identifier that is different from the official student ID. The link between the official and proxy IDs will not be disclosed by JCPS.
2. After the initial data is provided for the requested student population, JCPS will not be required to provide supplementary data for additional students.
3. Provide Data Stewardship training for data custodian upon request.

G. LIABILITY

Services Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Services Provider's intentional or negligent release of personally identifiable student, parent or staff data (“Claims”) in breach of this Agreement or the services contract. Services Provider agrees to hold harmless JCPS and pay any costs incurred by JCPS in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx) or by electronic mail:
 - a. By either party immediately in the event of a material breach of this Agreement by another party.
 - b. By either party after thirty (30) days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If this Agreement is terminated by either party for material breach or for any other reason with thirty (30) days written notice, the confidential information shall be returned or destroyed within thirty (30) days of the termination. If this Agreement terminates at the end of the term described in Section A, Services Provider shall return or destroy all confidential information when it is no longer needed for the study. Such return or destruction shall occur within thirty (30) days after it is no longer needed for the study.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including but not limited to shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. If new materials are developed during the term of the services contract described in Paragraph B.1 above, ownership and copyright of such will be governed by the terms of the services contract.

J. MODIFICATION

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

K. QUALITY OF SERVICES

JCPS reserves the right to review Services Provider's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Services Provider to perform in a manner that meets or exceeds the quality standards for JCPS shall serve as grounds for termination of this Agreement.

L. BREACH OF DATA CONFIDENTIALITY

Services Provider acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to JCPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Services Provider, JCPS, in addition to any other rights and remedies available to JCPS at law or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Services Provider has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), JCPS may not allow Services Provider access to personally identifiable information from education records for at least five (5) years.

M. CHOICE OF LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or claims in any other courts.

N. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

O. SEVERABILITY

If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.

P. NOTICES

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, or to such other address as may be designated in writing by one party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

Q. RELATIONSHIP OF PARTIES

JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

R. ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Services Provider shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of JCPS, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement.

AGREED:

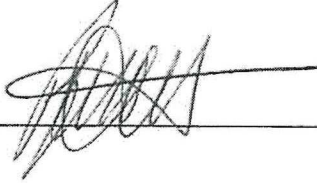
National Student Clearinghouse

2300 Dulles Station Blvd.

Suite 220

Herndon, VA 20171

BY: _____



Name: Ricardo D. Torres

Title: President + CEO

Date: 8/5/219

AGREED:

Jefferson County Public Schools

3332 Newburg Road

Louisville KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

- 1) Information shared with ***National Student Clearinghouse***
 - a. nine-digit Social Security number
 - b. First Name
 - c. Middle Name or Initial
 - d. Last Name
 - e. Name Suffix
 - f. Date of Birth
 - g. State ID Number
 - h. Diploma Type
 - i. High School Graduation Date
 - j. FERPA Block
 - k. High School Name
 - l. six-digit ACT Code for the high school from which the student graduated
 - m. Gender
 - n. Ethnicity
 - o. Program Code: Class of "YYYY"

Attachment B

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of **National Student Clearinghouse**, ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Public Schools, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.
- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts,

specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

f) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;

g) A Social Security number;

h) A taxpayer identification number that incorporates a Social Security number;

i) A driver's license number, state identification card number, or other individual identification number issued by any agency;

j) A passport number or other identification number issued by the United States government; or

0 Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.

- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.

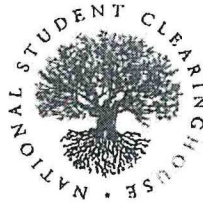
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:

Attachment C - StudentTracker for High Schools Agreement for Districts or High Schools



StudentTracker for High Schools Agreement for Districts or High Schools

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

Signature

Ricardo D. Torres

Print Name

President

Title

Date

www.studentclearinghouse.org

Fax: 703-742-4234

Email: contracts@studentclearinghouse.org

Signature

Date

Dr. Dena Dossett

Print Name

Chief of Accountability, Research, and Systems
Improvemt

Title (legal notices will be sent to this individual)

3332 Newburg Road

Street Address

Louisville, KY 40218

City/State/Zip

502-485-3036

Telephone

dena.dosset@jefferson.kyschools.us

Email

Contract Type:

- Single High School – account resides at the high school level
- School District – full or partial traditional school district
- Consortium of Schools – a group of schools from various locations, cities, states, etc.

The terms of this agreement incorporate Paragraphs 1 through 24 attached and Attachments including Attachment 1 specifying individual schools within District

StudentTracker for High Schools Agreement (District/School)

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wishes to use the services of the Clearinghouse to evaluate the School's programs, improve instruction, and assist in the functions as described below and in the Attachments added hereto and made part hereof. School's research will be ongoing in order to provide a longitudinal study on student outcomes. Individual attachments may be added, deleted or modified by mutual written agreement.
3. The School will transmit to the Clearinghouse lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data on the subsequent enrollment and educational achievements of these students at postsecondary institutions.
5. The Clearinghouse will not release any personally identifiable information except as specifically provided under this Agreement, including Exhibits . The Clearinghouse may not in any way use or supply student personally identifiable information obtained hereunder beyond the specific purposes set forth in this agreement, specifically including, but not limited to any marketing of products or services.
6. Both parties acknowledge that the security of the information exchanged is of critical importance. Both parties will comply with all applicable laws and regulations concerning the security and dissemination of the information exchanged hereunder including, but not limited to, The Higher Education Act and related federal regulation, FERPA and related federal regulation, Gramm-Leach-Bliley and related federal regulation and any applicable state laws concerning the privacy and security of the information to be shared hereunder. The Clearinghouse will maintain an information security program including technological, physical, and operational safeguards, a copy of a summary of which will be available to School on request. Such program will include technical and operational safeguards as required under the above referenced laws. The Clearinghouse shall not store any school provided personally identifiable in its custody outside of the United States.

In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this agreement that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised and the action taken. The parties will cooperate and keep each other fully informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.

The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

7. In consideration of the services provided by the Clearinghouse under this Agreement, the School agrees to pay the Clearinghouse a fee in accordance with the Clearinghouse's published Schedule of Fees for Secondary Schools. The Clearinghouse agrees to provide the School with ninety (90) days prior written or electronic notice of any increase in the fee for this service. The School agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse. If the School is a school district, it will submit a list of the names of the high schools covered by this Agreement on Attachment 1.
8. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.
9. The School agrees that it shall not use data provided by the Clearinghouse for any purpose not authorized by this Agreement. The School agrees that it may only disclose the data provided by the Clearinghouse to school boards and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
10. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
11. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
12. The School agrees to:
 - a. Ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse's secure website, and that such access will be immediately terminated when those personnel leave the School's employment.
 - b. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.
13. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law. Such controls will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls which will be reflected in a comprehensive information security policy. The Clearinghouse will provide periodic security training to its employees who operate or have access to the database and data transmission systems. The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will

maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

14. The School may audit the performance by the Clearinghouse of its duties and obligations hereunder at the Clearinghouse offices during normal business hours but no more frequently than annually. Audits require 30 days advanced notice and will be scheduled at a mutually convenient date.
15. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse agrees to destroy all information provided under this Agreement: (1) at the School's request; (2) when the data is no longer needed to achieve this Agreement's purposes, (3) upon termination of this Agreement, or (4) as otherwise required by State or Federal law. School agrees that Clearinghouse may maintain data provided by the State, when such data is needed to satisfy audit or other State and Federal legal and regulatory requirements. Certification of this destruction will be at the School's request per the Clearinghouse's data deletion policy, or as otherwise may be required by the School.
16. Both parties understand that the purpose of this study includes a longitudinal evaluation of the outcomes of the School's programs, and as such there is no firm end date for the study. School agrees that, on an annual basis, it will review the need for data received under this Agreement and destroy all personally identifiable information received from Clearinghouse when the data is no longer needed to achieve this Agreement's purposes.
17. In the event School is required by law or regulation to provide parents or eligible students, access to, or correction of student data, Clearinghouse agrees to facilitate access and correction of data shared under this Agreement
18. The Clearinghouse agrees that data provided by the School under the agreement may not be sold by Clearinghouse, or be used by the Clearinghouse to amass a student profile or conduct targeted advertising.
19. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
20. The School agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 220
Herndon, VA 20171
Attn: Contracts Manager
Electronically: contracts@studentclearinghouse.org
Fax: 703-742-4234
21. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
22. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement will remain in effect until terminated by either party by providing sixty (60) days written notice to the other party.

The parties agree that any subsequent modifications to this Agreement will be made only in writing. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.

23. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.
24. To the extent applicable under California law:
 - a. Should an event rise to the level of a security breach, both parties to this Agreement shall reasonably cooperate together to fulfill either party's requirements under California data breach notification laws. The Clearinghouse shall follow its breach notification policy, which is in compliance with applicable federal and California laws. Notifications will include, written in plain language, the Clearinghouse's name and information about who to contact at the Clearinghouse, a list of the personal information we reasonably believe to have been the subject of a breach, a general description of the breach incident, and the steps we are taking to mitigate; and
 - b. Except as otherwise provided in this Agreement, both parties agree that they may not disclose data obtained under this Agreement with any third party. Furthermore, both parties shall take all reasonable steps to ensure that third parties are prohibited from using identifiable information in pupil records to engage in targeted advertising.



**Attachment 2:
StudentTracker for High Schools Agreement**

**NATIONAL STUDENT CLEARINGHOUSE
SCHEDULE OF FEES FOR SECONDARY SCHOOLS
Published May 15, 2007 and Effective Until Further Notice**

High schools high school consortiums and/or high school districts will pay an annual subscription fee for participation in the StudentTracker for High Schools program equal to \$425.00 per high school.

The program will be provided at **no charge** to high schools that meet the following criteria:

- Have a total enrollment of less than 300 students, AND
- Are located in a district where two or more high schools pay the full annual StudentTracker for High Schools subscription fee.

Attachment 3
STUDENT TRACKER FOR HIGH SCHOOLS
CONTACT LIST

School/District Name: Jefferson County Public Schools

***Executive Contact**

(Primary point of contact other than signee)

Name: Tamara Lewis Title: Specialist Accountability and Data Systems
Email Address: tamara.lewis@jefferson.kysc Phone Number: 502-485-3036
hools.us

***Billing Contact**

(Person to receive billing invoice)

Name: Tamara Lewis Title: Specialist Accountability and Data Systems
Billing Address: VanHoose Education Center, 3332 Newburg Road, Louisville KY 40218
Email Address: tamara.lewis@jefferson.kysc Phone Number: 502-485-3036
hools.us

***Technical Contact(s)**

(Person(s) responsible for creating, sending and receiving file data)

Name: Tamara Lewis Title: Specialist Accountability and Data Systems
Email Address: tamara.lewis@jefferson.kysc Phone Number: 502-485-3036
hools.us

Name: _____ Title: _____
Email Address: _____ Phone Number: _____

Name: _____ Title: _____
Email Address: _____ Phone Number: _____

Please FAX completed contract and attachments to: 703-742-4234

Attachment 4

School	Address	ACT Code	Enrollment
Marion C. Moore School	6415 Outer Loop Louisville, KY 40228	181584	2298
Eastern High	12400 Old Shelbyville Road Louisville, KY 40243	181810	2061
Louisville Male High	4409 Preston Highway Louisville, KY 40213	181580	1957
Dupont Manual High	120 West Lee Street Louisville, KY 40208	181525	1918
Ballard High	6000 Brownsboro Road Louisville, KY 40222	181509	1910
Fern Creek High	9115 Fern Creek Road Louisville, KY 40291	180815	1784
Butler Traditional High	2222 Crums Lane Louisville, KY 40216	181512	1675
Pleasure Ridge Park High	5901 Greenwood Road Louisville, KY 40258	182218	1576
Atherton High	3000 Dundee Road Louisville, KY 40205	181545	1460
Southern High	8620 Preston Highway Louisville, KY 40219	181620	1340
Fairdale High	1001 Fairdale Road Louisville, KY 40118	180788	1280
Central High Magnet Career Academy	1130 W Chestnut Street Louisville, KY 40203	181520	1249
Iroquois High	4615 Taylor Blvd Louisville, KY 40215	181543	1204
Seneca High	3510 Goldsmith Lane Louisville, KY 40220	181612	1203
Doss High	7601 St. Andrews Church Road Louisville, KY 40214	181534	1015
Valley High	10200 Dixie Highway Louisville, KY 40272	182575	1001
Jeffersontown High	9600 Old Six Mile Lane Louisville, KY 40299	181292	985
Waggener High	330 S. Hubbards Lane Louisville, KY 40207	181587	921
J. Graham Brown School	546 S First Street Louisville, KY 40202	181513	731
Western High	2501 Rockford Lane Louisville, KY 40216	181598	683
The Academy @ Shawnee	4001 Herman Street Louisville, KY 40212	181615	577
ESL Newcomer Academy	3741 PULLIAM DR Louisville, KY 40212	180017	396
The Phoenix School Of Discovery	502 WOOD RD Louisville, KY 40272	181644	376
Jefferson County High	900 South Floyd Street Louisville, KY 40203	181546	360
Liberty High	3307 East Indian Trail Louisville, KY 40213	181559	287

Peace Academy	2020 Newburg Road Louisville, KY 40205	181603	209
Minor Daniels Academy	1960 Bashford Manor Lane Louisville, KY 40218	181596	191
Waller-Williams Environmental	2415 Rockford Lane Louisville, KY 40216	974844	125
Breckinridge Metropolitan High	1128 East Broadway Louisville, KY 40204	181514	124
Brooklawn	3121 Brooklawn Campus Drive Louisville, KY 40218	A1009 1	118
Georgia Chaffee TAPP	1010 Neighborhood Place Louisville, KY 40118	180786	74
Mary Jo and William MacDonald Maryhurst	1015 Dorsey Lane Louisville, KY 40223	181585	68
Churchill Park School	435 Boxley Avenue Louisville, KY 40209	A1297 8	65
The Brook-KMI	8521 Lagrange Road Louisville, KY 40220	A1016 1	57
Louisville Metro Youth Center	720 West Jefferson Street Louisville, KY 40202	A1299 6	46
Home Of The Innocents School	1100 East Market Street Louisville, KY 40206	A1297 9	42
Louisville Day	8711 LaGrange Road Building B Louisville, KY 40242	181550	40
Binet School	3410 Bon Air Avenue Louisville, KY 40220	A1297 7	39
Mary Ryan Academy	3307 E Indian Trail Louisville, KY 40213	181581	32
Boys & Girls Haven	2301 Goldsmith Lane Louisville, KY 40218	A1013 2	30
Ackerly	200 East Chestnut Street Louisville, KY 40202	A1297 6	28
Home Of The Innocents Discovery	1100 East Market Street Louisville, KY 40206	A1297 9	20
Ahrens Educational Resource Center	546 South First Street Louisville, KY 40202	A1301 3	3
U OF L Pact Program	102 Davidson Hall Room 102 Louisville, KY 40292	A1299 8	1
Home/Hospital	3332 Newburg Rd Louisville, KY 40218	A1299 9	1