




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

8/5/19
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
Improvment

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