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CONTRACT NAME: AGREEMENT BETWEEN NATIONAL STUDENT CLEARINGHOUSE AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This contract between National Student Clearinghouse and DJUSD is to provide information on the attendance of former students in postsecondary education. This contract covers services for one year.

FISCAL IMPACT: The cost of these services are included in approved budget.



National Student Clearinghouse®
2300 Dulles Station Boulevard, Suite 300
Herndon, Virginia 20171

703-742-4200
www.studentclearinghouse.org

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QUOTE

November 17, 2017

Monica Roque
Davis Joint Unified School District

We are pleased to offer **Davis Joint Unified School District** a one-year subscription to the National Student Clearinghouse's StudentTracker for High Schools service, for an initial annual fee of \$425 per High School. For 2 high schools, the cost is **\$850**. For the other 2 High Schools with less than 300 students enrolled in grades 9-12, the High Schools are free after paying for at least two schools at the normal fee.

This fee and other terms related to this service can be found in the document, titled, "StudentTracker for High Schools Agreement," which will be provided upon request. This quote is valid for 90 days from issue date.

To the best of our knowledge, the National Student Clearinghouse is the only organization that has specific enrollment and degree information from over 3,600 colleges and universities throughout the United States, whose combined enrollment represents over 97 percent of all higher education enrollments nationwide. This data is provided in electronic form.

Please do not hesitate to contact me if you have any questions or would like any additional information.

Best regards,

Solange Risco

Client Relationship Specialist
National Student Clearinghouse

Phone: 703-742-3250

Email: STservices@studentclearinghouse.org

School Name	Physical Address	ACT Code	Total Enrollment (Per NCES)
1. DaVinci Charter Academy	1400 E. Eighth St., Davis, CA 95616	51082	605
2. Davis School for Independent Study	526 B Street Davis, CA 95616	50743	126
3. Davis Sr. High School	315 W. 14th St Davis, CA 95616	50730	1,715
4. King High	635 B St Davis, CA 95616	50733	47



StudentTracker for High Schools Agreement (District)

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 district ("School") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE



Signature

Ricardo D. Torres

Print Name

President

Title

12-11-2017

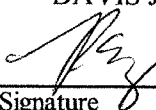
Date

www.studentclearinghouse.org

Fax: 703-742-4234

Email: contracts@studentclearinghouse.org

DAVIS JOINT UNIFIED SCHOOL
DISTRICT



Signature

Date

Bruce Colby

Print Name

Chief Business and Operations Officer

Title (legal notices will be sent to this individual)

526 B Street

Street Address

Davis, California 95616

City/State/Zip

(530) 757-5300

Telephone

bcolby@djusd.net

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 20 attached and Attachments including Attachment 1 specifying individual schools within District.

StudentTracker for High Schools Agreement (District)

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 and improve the manner in which the diplomas it has granted to its students are verified to prospective employers and others. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and in the Attachments added hereto and made part hereof. 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. The listing shall indicate which students have blocked the release of "directory information" under the Family Education Rights and Privacy Act ("FERPA"). The School will promptly inform the Clearinghouse of any newly placed directory information blocks. The Clearinghouse will promptly refer to the School any requests it receives from individual students either to correct or block records received from the School but will not modify or block records without instruction from the School.
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.

School will provide the Clearinghouse with any requested necessary information on Institution's FERPA Directory Information policy. Institution will maintain appropriate security policies and procedures concerning the access of its staff to the password protected areas of the Clearinghouse website.

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

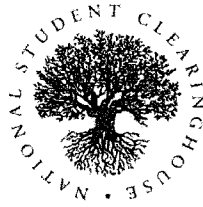
resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.

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 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 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.

14. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. 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 personally identifiable, non-directory information received from School: (1) at the School's request; (2) when the data is no longer needed to achieve this Agreement's purposes, or (3) 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.
15. 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
16. 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.
17. 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.
18. 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: Contract Admin.
Electronically: contracts@studentclearinghouse.org
Fax: 703-742-4234
19. 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.
20. 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.
21. 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.



**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

District Name: Davis Joint Unified School District

***User Administrator/Implementation Contact**

(Account Management Role - Primary point of contact other than signee)

Name: Rody Boonchouy Title: Associate Superintendent
Email Address: rboonchouy@djUSD.net Phone Number: (530) 757-5300 Ext. 144

***Billing Contact**

(Person to receive billing invoice)

Name: Monica Roque Title: Administrative Assistant
Billing Address: 526 B Street
Davis California 95616
Email Address: mroque@djUSD.net Phone Number: (530) 757-5300 Ext. 144

***Technical Contact(s)**

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

Name: Marcia Bernard Title: Director of Instructional Technology
Email Address: mbernard@djUSD.net Phone Number: _____

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

Davis Joint Unified School District

National Student Clearinghouse

Terms of Service

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the National Student Clearinghouse, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions

By: 

Title: Ricardo D. Torres

Date: 12-01-2017

December 1, 2017