



StudentTracker for High Schools Agreement (District/School)

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	_____ School
_____ Ricardo D. Torres	_____ Signature
_____ Print Name	_____ Date
_____ President	_____ Print Name
_____ Title	_____ Title (legal notices will be sent to this individual)
_____ Date	_____ Street Address
Fax: 703-742-4234	_____ City/State/Zip
Email: graham@studentclearinghouse.org	_____ Telephone
Scope of Agreement (check one):	_____ Email
<input type="checkbox"/> Part of Statewide Agreement	
<input type="checkbox"/> Individual School Agreement	

The terms of this agreement incorporate Paragraphs 1 through 17 attached and Attachments.

Your Service Implementation Contact	
If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.	
_____ Name (please print or type)	_____ Title
_____ Telephone	_____ Email

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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 to the beginning of its electronic records and, thereafter, it will submit lists of new graduates within thirty (30) days after each 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. Employers, employment agencies, background checking firms, and others (“Employers”) may provide listings to the Clearinghouse of individuals for whom they seek verification of graduation and related educational achievements. Postsecondary institutions, schools, school districts, departments and boards of education, state and local educational authorities, and similar organizations (“Educators”) may also provide listings of individuals for whom they seek verification of graduation and related educational achievements. The School hereby appoints the Clearinghouse to be its agent for purposes of verifying diploma information (the “DiplomaVerify” service) for authorized Employers and Educators (“Requestors”). The Clearinghouse will compare listings provided by Requestors to the School’s Graduates list and will provide Requestors with graduation information on a timely basis. During the term of this Agreement only, the School agrees to direct to the Clearinghouse all Requestors seeking to verify diplomas except when the School decides to respond to the request itself.
6. The Clearinghouse agrees to maintain a detailed record of each DiplomaVerify request that is attempted or completed (“Request Record”). The Clearinghouse will maintain the request record at its web site for review at any time by the School.
7. The Clearinghouse may charge each Requestor a nominal transaction fee for confirming diploma status to cover administrative costs. The School may elect to impose a surcharge on each transaction that will be rebated in full to the School.
8. 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. If this Agreement is part of a statewide agreement, fees will be paid on the School’s behalf as part of the statewide agreement. In the event the statewide agreement is terminated, the School may nonetheless continue this agreement, but will be required to pay the standard fee as provided above.

9. 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.
10. 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.
11. 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. 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).
12. 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 will destroy all information provided under this Agreement upon receipt of a written request of the School and after all retention requirements for federal, state and local audits have expired.
13. 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.
14. The School agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171
Attn: Vickie Graham, Contract Admin.
15. 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.
16. 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.
17. 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 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
StudentTracker Contact List

School District

Primary Contact:

Name

Email Address

Phone Number

Fax Number

Technical Contact:

Name

Email Address

Phone Number

Fax Number

Reports Contact(s):

Name

Email Address

Phone Number

Fax Number

Name

Email Address

Phone Number

Fax Number

Name

Email Address

Phone Number

Fax Number

Please FAX completed contact list to the StudentTracker Department: 703-733-4196