



StudentTracker Agreement for Secondary State Education Agencies

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 state education agency (“State”) agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

Washington Office of Financial Management

Signature

Ricardo D. Torres

Print Name

President

Title

Date

www.studentclearinghouse.org

Fax: 703-742-4234

Email: graham@studentclearinghouse.org

Signature

Date

Print Name

Title (legal notices will be sent to this individual)

Street Address

City/State/Zip

Telephone

Email

The terms of this Agreement incorporate Paragraphs 1 through 12 attached.

StudentTracker Agreement for State Education Agencies

1. **Background.** The Clearinghouse provides a nationwide, central repository of information on the enrollment status and educational achievements of postsecondary students. Participating educational institutions submit to the Clearinghouse information on the enrollment statuses of all of their students and listings of the alumni to whom they have awarded degrees or certificates. They appoint the Clearinghouse as their agent, and Authorized Representative, for purposes of reporting student information to authorized recipients.
2. **Purpose.** In accordance with the Federal Family Educational Rights and Privacy Act (FERPA), and in particular 34 CFR 99.31(a)(3)(iv) and 99.35, Requestor is a state educational authority that, for the limited purposes of this Agreement, designates the National Student Clearinghouse as its Authorized Representative for only one or more of the following purposes: assisting Requestor in assembling data to conduct an evaluation of a publicly-funded education program, audit of a publicly-funded education program, or comply with or enforce a federal regulation related to a publicly-funded education program.
3. **Terms.** The term of agreement will include up to eight (8) years of historic 9th grade cohorts to be submitted in no more than eight (8) annual Request File submissions with a maximum of **700,000** total records across all files for a one-year period beginning with the signing of this Agreement.

Schools and districts in Washington will not be permitted to submit data directly or ask for individual studies under the auspices of this Agreement.

4. **Request Files.** State will submit to the Clearinghouse lists (“Request Files”) of former Washington public high school students in order to obtain data on their enrollment status and educational achievements at postsecondary educational institutions. The Clearinghouse acts as the state’s authorized representative to help evaluate the State-supported education programs. State agrees to format and submit Request Files in accordance with Clearinghouse published specifications.
5. **Response Files.** The Clearinghouse will promptly compare Request Files with its postsecondary student database and provide State with information (“Response Files”) on the enrollment and academic achievements of the individuals in the Request Files. Characteristics and limitations on the use of the information in the Response Files are as follows:
 - a. The information in the Response Files will include enrollment and academic achievement information for institutions attended by individuals in the Request File subsequent to the Last Date of Attendance at the secondary level.
 - b. State agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards and school officials whom it has determined to have legitimate educational interests.
 - c. State 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 institution identifiable form, without the Clearinghouse’s express written permission.

- d. Regarding postsecondary data, the parties agree that the Clearinghouse does not release or confirm Social Security numbers under this Agreement and releases only unblocked directory information, as defined in FERPA, unless FERPA authorizes disclosure without consent.
 - e. The Clearinghouse acts as agent for the State 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 State except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the State under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The State 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 State. The Clearinghouse agrees to destroy all personally identifiable, non-directory information received from State: (1) at the State'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. State 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.
 - f. In the event State 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, State 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 State 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.
 - g. In the event State 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
 - h. The Clearinghouse agrees that data provided by the State under the agreement may not be sold by Clearinghouse, or be used by the Clearinghouse to amass a student profile, or to conduct targeted advertising.
6. **Disclaimers of Liability.** State understands and agrees that the Clearinghouse releases only information that has been provided by postsecondary educational institutions participating in the Clearinghouse. Accordingly, the Clearinghouse does not warrant or guarantee the completeness, accuracy or reliability of the enrollment information in its database. The Clearinghouse specifically disclaims any responsibility or liability for errors or omissions in information provided by educational institutions, including direct, indirect, incidental, special, or consequential damages resulting from State's use of information released by the Clearinghouse under this Agreement.
7. **Indemnification and Insurance.** The Clearinghouse agrees to indemnify and hold State harmless from any loss, cost, damage or expense suffered by State as a direct result of the Clearinghouse's failure

to comply with its obligations under this Agreement. The Clearinghouse agrees to maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

8. **Fees.** In consideration of the services provided by the Clearinghouse under this Agreement, State agrees to pay the Clearinghouse a fee of **\$52,497.00** for the first year of this Agreement. For future years, the fee will be based on the Clearinghouse's schedule of fees for this service. State agrees to submit payment of applicable fee within thirty (30) days of receipt of first released matched Response File from the Clearinghouse. The Clearinghouse reserves the right to withhold release of future matched Response File(s) until payment is received after the release for first submission.
9. **Acknowledgement.** State 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.
10. **Security.** The parties will adhere to generally accepted policies on information security, access and employee controls in the handling of personally identifiable confidential information. Such policies 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. In the event either party is subject to a data release incident or data breach whereby such information is released to unauthorized parties, such party will immediately notify the other party unless otherwise instructed by law enforcement. The parties agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information maintained by the Clearinghouse.
11. **Notices.** State 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: Contract Administrator
Electronically: contracts@studentclearinghouse.org
Fax: 703-742-4234

The Clearinghouse agrees to provide all notices under this Agreement to State to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by State. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to StudentTracker unless otherwise instructed in writing by State.

12. **Modification, Termination, and Assignment.** This Agreement may be modified by written, mutual agreement of the parties and remains in effect until terminated by either party by providing sixty (60) days written notice to the other party. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary. 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 1

National Student Clearinghouse StudentTracker for Secondary State Education Agencies Fee Schedule Published May 1, 2014 and Effective Until Further Notice

States are permitted to submit up to 8 years of historic graduates. This number is calculated by the most recent number of high school completers* times eight (8), rounding to the nearest thousand, and adding 10,000 records.

States will pay an annual subscription fee for participation in the service based on the report output as follows:

- A) State only aggregate/summary reports and a state level student detail report

Total number of recent high school completers* in the state times \$0.75

(ex: 14,000 x \$0.75 = \$10,500)

OR

- B) State and high school level aggregate reports and a state level student detail report

Total number of public high schools* with greater than or equal to 300 total enrolled students times \$300

(ex.: 65 x \$300 = \$19,500)

Additional records over the eight (8) year allotment may be requested during the contract process and will be assessed at \$0.09 per record.

*High school completers and total number of high schools as reported to the Center for Education Statistics and reported in the Digest of Education Statistics.

Attachment 2
STUDENT TRACKER FOR STATE EDUCATION AGENCIES
CONTACT LIST

State Education Agency: Washington Office of Financial Management

***Executive Contact**

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

***Billing Contact**

(Person to receive billing invoice)

Name: _____ Title: _____

Billing Address: _____

Email Address: _____ Phone Number: _____

***Technical Contact(s)**

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

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

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