



## StudentTracker Agreement for State of New York

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

Ricardo D Torres  
Signature

Ricardo D. Torres  
Print Name

President  
Title

5-21-10  
Date

www.studentclearinghouse.org

Fax: 703-742-4234

Email: graham@studentclearinghouse.org

New York State Education Department

Mary E. Clerk 5/20/10  
State Education Agency Signature Date

Mary Ellen Clerk  
Print Name

Assistant Counsel & Authorized Counsel Officer  
Title (legal notices will be sent to this individual)

89 Washington Avenue

Street Address  
Albany, NY 12234

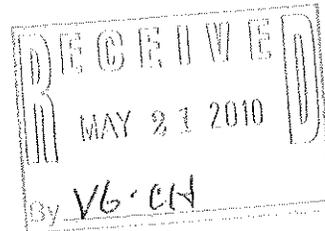
City/State/Zip  
518-474-6400

Telephone

mclerk@mail.nysed.gov  
Email

**Scope of Agreement (check one):**

- Single study for state agency
- State agency subscription (multiple submissions)
- Statewide subscription (includes all public high schools and districts)



The terms of this Agreement incorporate Paragraphs 1 through 10 attached.

## StudentTracker Agreement for State of New York

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 for purposes of reporting student information to authorized recipients.
2. **Request Files.** State will submit to the Clearinghouse lists ("Request Files") of persons in order to obtain data on their enrollment status and educational achievements at postsecondary educational institutions. State agrees to format and submit Request Files in accordance with Clearinghouse published specifications.
  - a. The term of agreement will include all requests concerning public high schools and school districts in New York for a one-year period beginning with the signing of this agreement. Individual schools or districts wishing to submit Request Files will have to sign a StudentTracker for High Schools Agreement and participate in DiplomaVerify, but will not be required to pay an additional fee during the term of this agreement. State may also disseminate results to principals, teachers, and other school officials at the school or district to which the data relates.
3. **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 school officials within the parameters described in Paragraph 2 above whom it has determined to have legitimate educational interests as defined by FERPA, or to researchers who have a written agreement with the State to perform research or analysis for and on behalf of the State, as authorized by FERPA, and *under the terms of this agreement.*
  - 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 agrees to destroy all personally identifiable, non-directory information received from State when it is no longer needed for audit or similar regulatory purposes.
4. **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,

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*5/21/10*

indirect, incidental, special, or consequential damages resulting from State's use of information released by the Clearinghouse under this Agreement.

5. **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).
6. **Fees.** In consideration of the services provided by the Clearinghouse under this Agreement, State agrees to pay the Clearinghouse a fee of \$113,272 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 a bill from the Clearinghouse.
7. **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.
8. **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..
9. **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: Vickie Graham, Contract Admin.

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.

10. **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 2:  
StudentTracker Agreement**

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

The State of New York has entered into an agreement which covers the subscription fee for all public high schools and districts in New York. Upon expiration or termination of this statewide subscription, high schools and/or high school districts wishing to continue their participation in the StudentTracker for High Schools program will need to pay an annual subscription fee, which is currently \$425.00 per high school.

Regardless of the foregoing, any high schools that meet the following criteria may participate in the program at **no charge**:

- 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: \_\_\_\_\_

**\*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 contact list to the StudentTracker Department: 703-733-4196**