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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	FRISCO INDEPENDENT SCHOOL DISTRICT, a Texas public school district and local education agency
	Name of School, District, or Consortium
DocuSigned by: Ricardo D. Torres 9C6FB8A087154B2...	DocuSigned by: Susan Patterson 5/2/2024
Signature	Signature 1280F122B3CD4E3... Date
Ricardo D. Torres	Susan Patterson
Print Name	Print Name
President	Procurement Director
Title	Title (legal notices will be sent to this individual)
5/2/2024	
Date	Street Address
	Frisco, Texas
www.studentclearinghouse.org	City/State/Zip
	Telephone
Email: contracts@studentclearinghouse.org	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 26 and all attachments.

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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. School represents that it has signing authority for its participating educational entities, and that it is signing on behalf of the educational entities listed as Participating High Schools in Attachment 1 to this Agreement as regarding those services.

7. The Clearinghouse will verify the diplomas of School's graduates as described in Attachment 4 (which, upon such election, shall become part of this Agreement).

8. 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.

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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).

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.

15. 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

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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).

16. 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.

17. 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.

18. 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.

19. 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

20. 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.

21. 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.

22. 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

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23. 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.

24. 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.

25. 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.

26. 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.

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Attachment 1 (for Districts)
StudentTracker for High Schools Agreement

District Name (only if district account)	Frisco Independent School District
Date	4/9/2024

School Name	Address	ACT Code	Enrollment
Centennial High School	6901 Coit Rd Frisco, Tx 75035	442633	2,027
Emerson High School	6300 Collin McKinney Pkwy McKinney, Tx 75070	4402629	1,876
Frisco High School	6401 Parkwood Blvd Frisco, Tx 75034	442635	2,038
Heritage High School	14040 Eldorado Pkwy Frisco, Tx 75035	442488	2,027
Independence High School	10555 Independence Pkwy Frisco, Tx 75035	442626	1,661
Lebanon Trail High School	5151 Ohio Dr. Frisco, Tx 75035	440001	2,265
Liberty High School	15250 Rolater Rd Frisco, Tx 75035	445579	1,811
Lone Star High School	2606 Panther Creek Pkwy Frisco, Tx 75033	442638	1,986
Memorial High School	12300 Frisco St. Frisco, Tx 75033	440416	1,535
Panther Creek High School	1875 PGA Pkwy Frisco, Tx 75033	440696	1,232

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Reedy High School	3003 Stonebrook Pkwy Frisco, Tx 75034	442627	2,195
Wakeland High School	10700 Legacy Dr. Frisco, Tx 75033	442602	2.239

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Attachment 2:
StudentTracker for High Schools Agreement

NATIONAL STUDENT CLEARINGHOUSE
SCHEDULE OF FEES FOR SECONDARY SCHOOLS
Published December 1, 2020 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 $595.00 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.

The program will be eligible for an additional $100 discount for each school for which it pays the full annual StudentTracker for High Schools subscription fee after the first calendar year for each renewal period if it meets the following criteria:

- Program permits the Clearinghouse to provide diploma verifications; **AND**
- Program has submitted at least 10 years of historical graduate data during year one.

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Attachment 3

STUDENTTRACKER FOR HIGH SCHOOLS
CONTACT LIST

School/District Name:

*Executive Contact
(Primary point of contact other than signee)

Name: Dr. Gary Nye Title: Executive Director of Continuous Improvement

Email Address: nyeg@friscoisd.org Phone Number: 469-633-6000

*Billing Contact
(Person to receive billing invoice)

Name: Kaycie Mensing Title: Secretary

Billing Address: 5515 Ohio Drive, Frisco TX 75035

Email Address: mensingk@friscoisd.org Phone Number: 469-633-6840

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

Name: Dr. Braden Hoelzle Title: Data Analyst

Email Address: hoelzleb@friscoisd.org Phone Number: 469-633-6272

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

*DiplomaVerify Technical Contact

Name: _____ Title: ____

Email Address: _____ Phone _____

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Attachment 4

DiplomaVerify℠

1. Defined Terms. For purposes of this Attachment, capitalized terms not defined in this Attachment shall have the meaning given them in the StudentTracker for High Schools Agreement, and the following terms shall have the following meanings:

a. "**Authorized Requestor**" means a third party that has received an express representation from an individual concerning one or more data elements constituting Graduation Information, and that seeks to verify the same.

b. "**Graduation Information**" means that information regarding an individual's high school graduation required to be submitted by School to the Clearinghouse, including but not limited to whether the individual graduated from high school, the year of their graduation, and the high school from which they graduated.

c. "**DiplomaVerify Service**" or "**Service**" means the verification of Graduation Information to Authorized Requestors by the Clearinghouse, as described in this Attachment 4.

d. **"Directory Information"** means the data elements designated by the School as Directory Information, except that if the School notifies the Clearinghouse that a Student has opted-out of the disclosure of his/her Directory Information, then that Student's Education Record shall not be Directory Information.

e. "**Education Record File**" means an electronic file sent by the School to the Clearinghouse containing Education Records.

f. "**School Official**" means a contractor, consultant, volunteer, or other party to whom the School has outsourced school services or functions provided that they are performing a School service or function for which the School would otherwise use employees and is under the direct control of the School with respect to the use and maintenance of Education Records.

g. **"Student"** means a person who is attending or attended the School and whose Graduation Information has been provided to the Clearinghouse under this Agreement.

2. School Obligations

a. The School shall ensure the Clearinghouse's performance of the Services meet the criteria of School Official set forth in the Schools annual notification of FERPA rights, unless another valid FERPA exception applies that permits the disclosure of Education Records by the School to the Clearinghouse. In its appointment as a School Official, the Clearinghouse shall be under the direct control of the School with respect to its use and maintenance of Education Records provided by the School.

b. The School will transmit to the Clearinghouse an Education Record File consisting of Graduation Information on each of its graduates within thirty (30) days of the conferral of a diploma, in a configuration reasonably required by the Clearinghouse. The School may provide Education Record Files containing historical Graduation Information at its discretion. StudentTracker for High Schools Graduate Files satisfy this requirement.

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c. The School agrees to respond to any dispute over the accuracy of the information it provides within 20 calendar days of receiving notice of such dispute. 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.

d. The School shall be responsible for the accuracy of the Graduation Information, and agrees to promptly provide the Clearinghouse updated or corrected Graduation Information in the event that it becomes aware of any errors or omissions in the data. Such updates or corrections shall be submitted in a manner reasonably required by the Clearinghouse.

e. No fee will be charged to the School for the DiplomaVerify Service.

f. To the extent applicable, the School will comply with all applicable laws and regulations, including FERPA, Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et seq.*), and any applicable state, federal, or international laws concerning the privacy and security of the Confidential Information to be shared hereunder.

3. Clearinghouse Obligations

a. The Clearinghouse will compare the information provided by Authorized Requestors to the School's Graduation Information and will respond to requests for Graduation Information on a timely basis for those graduates who have reached the age of seventeen (17), provided such requests meet the conditions contained herein. The Clearinghouse may charge each Authorized Requestor a transaction fee for this Service.

b. The Clearinghouse will require that Authorized Requestors certify that the individual for whom a request for Graduation Information is submitted (i) has applied for employment, military service, a workforce or educational certification or credential, or acceptance to an educational program of study, and (ii) has expressly consented in writing to the disclosure by the Clearinghouse of the specific elements of Graduation Information requested by the Authorized Requestor, or in the case of a graduate under the age of 18 that the parent or legal guardian of the graduate has so consented. The Clearinghouse shall require that Authorized Requestors maintain such written consent for a period of two years from the date of the consent.

c. The Clearinghouse agrees to maintain a detailed record of each request for Graduation Information that is attempted or completed, which shall at a minimum contain the individual's name, the purpose of the request, the specific elements of Graduation Information disclosed, if any, and the date on which the Clearinghouse responded to the request ("Request Record"). The Clearinghouse will maintain the Request Record for review at any time by the School. In addition, the Clearinghouse may disclose to an individual any Request Records regarding verification of that individual's Graduation Information.

d. The Clearinghouse shall contractually prohibit all Authorized Requestors from re-disclosing information received under this Service except as necessary to achieve the legitimate educational or employment purpose for which the Authorized Requestor is utilizing the DiplomaVerify Service.

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