

AGENDA ITEM #8

TO: M. Riggle
FROM: D. Boyle
G. Mueller
RE: Docufide Proposal
DATE: February 18, 2009

Proposal: That Glenbrook School District enter into an agreement with Docufide.

During the past two years, College Coordinators David Boyle and Gloria Mueller, along with the Glenbrook Technology Staff and building administrators, have researched the possibility of sending transcripts electronically to colleges and scholarship agencies. They have met with a variety of vendors while attending national conferences, participated in teleconferences and have been involved in a local area high school ad hoc committee on electronic transcript submission. There is no doubt that sending transcripts electronically is quickly becoming the preferred method for sharing vital student information. A large number of colleges and universities now accept electronic transcripts and are enthusiastic in their support of the district's proposed initiative. **After investigation and meetings within the district, our recommendation is that the Glenbrook High School District 225 enter into an agreement with Docufide™ to serve as the electronic transcript transmission vendor.**

Based upon research and extensive discussions we would like to present the following advantages to transmitting student transcripts electronically:

- The sending school and student will both receive email status notifications when the request for transcript is completed, approved, and received.
- The high schools maintain control of data: Transcripts will not be officially sent until each building (college records secretary) approves student requests. Paper copies can still be generated within each building and sent in that form if necessary.
- Electronic transcripts benefit students and parents by reducing the amount of stress currently caused by the "paper process" of waiting for a transcript to be mailed, received and entered into a college database. No more "WHERE IS MY TRANSCRIPT"? telephone calls from students and parents.
- Integration with Naviance: Students will be able to access the transcript request link through Naviance Family Connection accounts, thereby eliminating the possibility of one more web site and one more password they would need.
- An overall reduction in district mailing costs.
- Time savings: Frees up staff time.

- Transmission fees can be waived for students who qualify for free/reduced lunch program.
- The Docufide electronic transcripts are FERPA Compliant.
- Docufide partners with the NCAA Clearinghouse.
- Sending electronic transcripts is good for the environment.
- Easy to install: 15- 20 minute print driver required for installation that is downloaded from the Docufide web site.

During our discussions, we identified only one **disadvantage**:

- There will be a small increase in fees for students and parents. At the present time, we charge \$2.00 per transcript and under the Docufide agreement, the fee would increase to \$3.00 per transcript.

Our research indicates that Docufide is currently the industry leader and is widely accepted by colleges and universities across the country. It should be noted that Docufide is currently being used in conjunction with Naviance at the Niles High Schools, as well as the Maine Township High Schools, and we anticipate little problem in incorporating it into the Glenbrooks by the start of the 2009-2010 school year.

Docufide™

1990 S. Bundy Drive, Suite 300
Los Angeles, CA 90025
Phone: 310.309.3722

***Docufide Delivery Services Agreement
Overview of Services – High School***

Before completing your attached Agreement with Docufide the following provides you with a brief overview of our service offerings for your high schools. We will, from time to time, change some aspects of these services in order to enhance the capabilities provided to its various users.

Installation and Test

Before the Services can be made available to your schools' staff and students, an installation and testing process must be completed. Upon completion of this process, the selected Services will become available for ongoing use. The install process requires less than 15 minutes of your staff's time. Once we fully process your test transcripts (which, depending on our backlog, can take us a few weeks) your school(s) will be ready to go.

1. Docufide will provide school personnel with instructions for installing Docufide Software as well as all information necessary for beginning and ongoing use of the Services.
2. Following these instructions, school IT personnel will download and install the Docufide Software at the sites where transcripts are currently processed for mail delivery (it's simple and quick -- like downloading a new driver for a new printer).
3. Each school (or district, if transcripts are printed centrally) will, in conjunction with Docufide, choose one standard transcript report format, to be called the Docufide Transcript Report ("DTR"). The DTR can be an existing printable transcript report from the school's Student Information System or it can be a mutually agreed upon alternative method for capturing student transcript data. Using either approach, the school's administrator will upload a file containing one transcript from each enrolled student and each member of the most recent graduating class, to Docufide's processing center.
4. Docufide engineers will review these uploaded transcripts and configure a template to extract all future student record data uploaded from each school. These uploaded test transcripts will be deleted once the template is completed.

Sending Transcripts using Secure Transcript™

1. Once the installation and test process is completed, each school will place a link to the service on its website after which staff and students are informed of the new service and the location of the link; the school is Service-ready and will be set "live".
2. Each student needs to go to the website (either linked to their school's website or directly to Docufide.com) to register before their transcripts can be sent. Once registered to send transcripts, students identify themselves with their username and password, indicate their desired transcript recipients, and provide any required payment.
3. The system will promptly process these student orders and notify the school's administrator of these requests via email. The system will then monitor that the administrator processes the student's request in a timely manner. If not the administrator is notified, and if the processing delay becomes extended, the student is also notified.
4. The school's administrator will retrieve the applicable student records in the DTR format from their SIS and "print" them to Docufide's Secure Transcript printer. The Software will automatically and securely upload such information to Docufide's processing center where it will be transformed and stored. Transcript records can be processed individually or in batches each print session.
5. Docufide will then prepare and deliver transcripts to each of the designated Recipients. Transcripts will be delivered electronically to those schools and other destinations that are prepared to receive them electronically; otherwise they will be printed on security paper and delivered via U.S. Mail, or for an additional fee, via an overnight service.

If you have any questions about our Services or this Agreement please contact us at 310.309.3722.

Regards,

Your Partner at Docufide

**Docufide Delivery Services Agreement
– High School –**

Docufide, Inc., a California corporation ("Docufide") delivers high school transcripts and other academic records to destinations ("Recipients") designated by a student, an eligible parent or guardian, or an authorized school staff member ("Administrator") each in accordance with the Family Education Rights and Privacy Act ("Requestor"). The undersigned district ("District"), on behalf of itself and its participating high schools ("School"), separately and together referred to herein as a record holding institution ("RHI") desires to make use of Docufide Delivery Services ("Services") to be made available to its students and staff. Therefore, the RHI and Docufide agree to the terms and conditions set forth herein.

1. DOCUFIDE'S DUTIES.

A. Docufide will supply its proprietary client software ("Software"), systems, and manage the operational and customer support staff required to perform its tasks associated with the Services selected.

B. Docufide will maintain, and upgrade from time to time, electronic security over its computer servers, such as password protections, SSL encryption, firewalls and other security measures. The Company's computer servers will be located in physically secure facilities, with access limited to employees or agents authorized to administer the Services.

C. Docufide will provide the RHI, at no charge, reasonable training in the use of the Services and the Software and electronic promotional materials to support the RHI's promotion of the Services. In addition, Docufide will provide the software code for the link from the RHI's website to the Docufide website for use by Requestors in placing transcript orders.

2. THE RHI'S DUTIES.

A. Promotion Policy. The RHI shall actively promote the Service. Such promotion will include: (i) informing faculty, staff and students about the use and benefits of the Service, (ii) scheduling appropriate Administrators for Docufide provided training, and (iii) placing Docufide provided descriptive text and hyperlink on the RHI's web site.

B. Registration and Record Delivery. The RHI is solely responsible for (a) accuracy of any RHI-provided means of authenticating students used by Docufide, b) completeness, accuracy, timely delivery of all student record information and other documents it provides to Docufide, (c) compliance with the RHI's regulations related to the transmission of Student Transcripts, (d) operation of the RHI's computer and communication systems, and (e) results of the RHI's use of the Software and Services.

C. Security. The RHI shall be responsible for: (i) protecting the RHI's computer(s) on which the Software is loaded against any unauthorized access and use and, (ii) securing the RHI's private passwords against unauthorized use or disclosure. Docufide shall have no liability for any loss or damage arising from unauthorized use of the RHI's identification keys or RHI private passwords.

D. Access Monitoring. The RHI shall promptly notify Docufide of any reason that the RHI's use of the Docufide's Services or Software or the RHI's access to its Student Records might be delayed or negatively impacted. Such notice shall include a description of the reason and anticipated resolution schedule, to enable Docufide to inform affected Requestors as Docufide deems appropriate.

E. Restrictions. The RHI will not: (a) provide any third parties access to the Software or Services; or (b) use the Software or Services in any manner which violates Docufide's standard terms of use or privacy policies then in effect, or any applicable laws

(including, but not limited to, those related to privacy, spamming, obscenity or defamation); or (c) knowingly introduce viruses or otherwise cause harm to the Software or Services. Further, the RHI will not enter into any other agreement or otherwise engage any non-governmental third party to deliver student transcripts.

F. Standardization of Student Record Format and Notification of Change. During the installation of Docufide Software the RHI will, in conjunction with Docufide, select one standard report format for all transcripts that are to be uploaded to Docufide and, using that report format, will provide Docufide with sample transcripts. This standard transcript report format shall be referred to as the Docufide Transcript Report ("DTR") format. During the term of this Agreement, all transcripts submitted to Docufide must use the same DTR format. The RHI will promptly notify Docufide of its intent to make changes to their Student SIS that will result in changes to the content or layout of the student records that are uploaded to Docufide. Failure to do so may result in an interruption of the Service.

3. FEES AND FEE WAIVERS.

A. Fees for Transcript Delivery. The payment of transcript delivery fees are generally the responsibility of the person ordering a transcript. Schools shall have no responsibility for the payment of such fees unless an authorized employee of the School is the Requestor. Alternatively, a School can subsidize the delivery of transcripts from currently enrolled students to college and universities, nationwide. The fees for your School(s) are provided in Schedule 1. Docufide shall have the right, upon 30 days' written notice, to amend Schedule 1 from time to time to increase or decrease these fees.

B. Installation and Reinstallation Fees. An installation fee per school, specified in Schedule 1, will be due at the time this Agreement is executed. Once the Service is installed, any changes in the RHI's DTR format will necessitate a reinstallation of the Software and result in a reinstallation charge as specified in Schedule 1. Such a change may also result in delays in the processing of student transcripts.

C. Fee Waivers. In order to assist students who have demonstrated that payment of Docufide's fees might represent an economic barrier to college entrance, Docufide provides fee-waivers that can be used in place of other payment methods. Up to a maximum of four fee waivers may be allocated by a School to any qualifying student who has met the requirements for, and received a fee waiver from The College Board or ACT.

D. Optional Services. From time to time Docufide and its partners may also offer other related products or services in addition to the Services to RHI's, Requestors and Recipients for free or requiring additional fees; however, such products and services will be offered on an optional basis and shall not be required in order to obtain the basic Service.

4. LICENSES.

A. To RHI. Docufide grants the RHI a non-exclusive, non-transferable license to use the Software solely in connection with the Services.

B. To Docufide. The RHI hereby grants to Docufide and its agents the right and license (i) to retrieve and retain student record data from the RHI's database, (ii) to deliver student transcripts to Recipients or authorized Requestors, and (iii) to print and manually send student transcripts to Recipients designated by Requestor.

C. Authorized Agent. The RHI hereby assigns Docufide as the RHI's authorized agent in sending, on paper or electronically, student transcripts and/or other student records to Recipients hereunder, and agrees to provide such documents and certificates as Docufide reasonably requests, to confirm such authority to prospective Recipients.

5. **TERM AND TERMINATION.** This Agreement shall be initially effective for three (3) years beginning as of the date of this Agreement. Thereafter, it shall automatically renew for successive one year periods, unless and until terminated by either party, in its sole discretion, by providing written notice, which may be delivered by email, to the other at least thirty (30) days prior to the then current termination date. Upon termination, the RHI's shall remove all Software from their computer systems and cease all use in any manner of the Software and Services. Sections 6 through 9 shall survive any termination of this Agreement.

6. WARRANTIES/INDEMNITIES.

A. Docufide's Indemnity. Docufide will defend and hold the RHI's harmless from any claim or action against the RHI's for (a) infringement by the Software or Services of any registered U.S. patent or copyright of any third party, and (b) gross negligence or intentional misuse by Docufide of any Student Transcript or other student information received by it under this Agreement.

B. RHI's Indemnity. The RHI's will defend and hold harmless Docufide from any claim or action relating to (i) the content or accuracy of any Student Transcripts or other student information that the RHI's provide or approve, (ii) any delay in the verification or the transmittal to Docufide of student records and (iii) any unauthorized use or misuse of the Software or Services.

C. Warranty of Each Party. Each party represents and warrants to the other that (i) it has the right and authority to enter into and perform its obligations under this Agreement, (ii) it will comply with all relevant laws and regulations, and (iii) it is not subject to any conflicting obligations that will or might reasonably prevent it from performing its obligations under this Agreement.

D. Docufide Warranty. Docufide represents and warrants that: (i) neither the Software nor Services will alter the Student Transcript to create inaccuracies therein; (ii) it will take commercially reasonable measures to avoid interruption of the Services other than scheduled down times for service and maintenance; and (iii) the security levels set forth in Docufide's standard security policies then in effect will be maintained. DOCUFIDE MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES AND SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY FREEDOM FROM SERVICE INTERRUPTION OR LOSS OF DATA.

E. Limitation of Liability. *IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR SERVICES, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM MAY BE MADE UNDER THIS AGREEMENT LATER THAN*

ONE YEAR AFTER THE TRANSMISSION OF THE APPLICABLE TRANSCRIPT.

7. **OWNERSHIP.** The RHI shall be the owner of the student transcripts, subject to the right of Docufide to retain and deliver such information hereunder, and Docufide shall be the owner of the Services, Software and intellectual property rights therein. Docufide shall also be the owner of any comments, suggestions, and ideas the RHI's submit or offer to Docufide in connection with their use of the Services and Software. The RHI's will not reverse engineer, decompile, or create derivative works of any of Docufide's Service offerings or Software. All uses of Docufide's trademarks, logos, trade names and service marks shall inure solely to the benefit of Docufide. Except as specifically licensed in this Agreement, the RHI's shall not have any other rights with respect to the Services or Software or any constituent parts thereof.

8. **CONFIDENTIAL INFORMATION.** Each party shall maintain in strict confidence and shall use and disclose only as authorized by the other, all information that it receives under this Agreement which is of a confidential nature (including, without limitation, the terms of this Agreement and the specifications and materials delivered by Docufide pursuant hereto) concerning the other party's operations, employees, customers or students ("Confidential Information"), and any Non-Disclosure Agreements currently in effect between the parties are hereby incorporated into this Agreement by reference. Information shall not be deemed Confidential Information if it is (i) generally available to the public; (ii) released by the disclosing party without restriction; (iii) independently developed by the receiving party without use of Confidential Information of the disclosing party, or (iv) acquired by the receiving party from a third party without similar restriction, without breach of this Agreement. The RHI's acknowledge that Docufide may use, disclose or publish data or submissions collected and/or generated from the Services only to the extent that it will not identify or be attributable to any individual. Each of the parties may publicize the relationship created hereunder and market the Services to students and prospective Recipients, provided however, that the RHI shall first obtain Docufide's written consent before publicizing the relationship to parties other than their staff, faculty, students and their students' parents or to prospective Recipients.

9. **MISCELLANEOUS.** This Agreement and the documents referenced herein constitute the entire understanding of the parties relating to the subject matter hereof and supersede all prior communications, understanding and agreements; and may be modified or only in a writing signed by both parties. This Agreement is for the sole benefit of the parties hereto and does not create any third-party beneficiaries. The parties are independent contractors and this Agreement does not create any agency, employment partnership, or other similar relationship between them, and neither party has the right to create any obligations or to make any representations on behalf of the other party. If any provision of this Agreement shall be held to be unenforceable or invalid, the provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of California and subject to the exclusive jurisdiction of the courts located in Los Angeles County, California. Any notice required or permitted to be given under this Agreement may be delivered to the RHI, by mail, postage prepaid, return receipt requested, or at the email addresses provided by the RHI for such purposes, and if to Docufide such notices must also be sent by mail, postage prepaid, return receipt requested, to Docufide at the address first set forth above. Notice so given shall be deemed effective when received, or if not received by reason of fault of the addressee, when delivered. The RHI may not assign or transfer its rights or obligations under this Agreement.



1990 S. Bundy Drive, Suite 300
 Los Angeles, CA 90025
 Phone: 310.309.3722

**Docufide Delivery Services Agreement
 - High School -**

Contract # RP10335 Schedule 1

PRICING SCHEDULE

Installation Fees - A one-time installation fee of **\$250.00** for each participating School with a **\$500.00** minimum per District is due before Services are enabled. If a School changes their DTR there will be a reinstallation fee of **\$250.00**.

Transcript Delivery Fees - The fees for various delivery methods are:

- Electronic Data (XML), Image (PDF), or USPS - delivered Hardcopy
- Expedited Hardcopy - delivered next afternoon (domestic only)

Enrolled Student	Alumni
\$5.00 3,00	\$5.00 3,00
\$30.00	\$30.00

Surcharges - A School is free to add any desired surcharge to Docufide's base transcript delivery fees. Docufide shall reimburse 80% of these surcharges collected to the District quarterly, no later than 15 days following the end of each calendar quarter provided that the amount due is more than \$500. If the total due to the District is below \$500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.

YOUR CONFIGURATION

1. The participating Schools within your District are:

School Name	School Name	School Name
Glenbrook Evening High School		
Glenbrook North High School		
Glenbrook South High School		

2. The Surcharges you wish to add to Docufide's basic fees are:

Enrolled Student: \$

Alumni: \$

PAYMENT

Please select your method of payment.

- American Express MasterCard VISA Discover Check Enclosed (Payable to Docufide)

Costs: **Total Installation Fees \$750.00**

Purchase Order Number (if applicable) _____

Credit Card Number _____ Card's Expiration Date _____

Credit Card Address _____

Printed Name _____

Signature _____ Date _____

IN WITNESS WHEREOF, this Agreement may be executed in multiple counterparts and by electronic facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement is effective as of the last date below.

"Docufide"	"District"
By: /s/John Reese	Name of District: _____ Date: _____
Name: John Reese	Signed By: _____
Title: President & CEO	Printed Name: _____ Title _____
Address: 1990 S. Bundy Drive, #300	Address: _____
Los Angeles, CA 90025	Address: _____
E-mail: john.reese@docufide.com	E-mail Address: _____
Phone: 310.309.3722	Phone: _____ Ext. _____

When this form is completed please fax a copy of this page to Docufide at 800.708.0855 so that we can begin to quickly set up your District. Then mail original of this page to: Docufide, Inc. 1990 S. Bundy Drive, Suite 300 Los Angeles, CA 90025