



StudentTracker Agreement for Educational Organizations and 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 educational organization or agency (“Requestor”) agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

Chicago Housing Authority

Ricardo D. Torres Digitally signed by Ricardo D. Torres
Date: 2020.06.24 15:23:27 -04'00'

The Chicago Housing Authority

Signature

Requestor (Name of Requesting Organization)

Ricardo D. Torres

Sheila Johnson Digitally signed by Sheila Johnson
Date: 2020.06.24 15:23:27 -04'00'

Print Name

Signature

Date

Sheila Johnson

President

Print Name

Title

Deputy Chief of Procurement

6/24/2020

Title (legal notices will be sent to this individual)

60 E. Van Buren 13th Floor

Date

Street Address

Chicago, IL, 60605

www.studentclearinghouse.org

City/State/Zip

(312) 742-8500

Telephone

shejohnson@thccha.org

Email

The terms of this agreement incorporate Paragraphs 1 through 11 attached.

StudentTracker Agreement for Educational Organizations and Agencies

1. 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. At any time during the contract period, Requestor may submit to the Clearinghouse lists and/or individual names (“Request Files”) of persons in order to obtain data on their enrollment status and educational achievements at educational institutions. Requestor wishes to obtain this data in order to evaluate its programs and improve instruction. Requestor’s research will be ongoing in order to provide a longitudinal study on student outcomes. Requestor agrees to format and submit Request Files in accordance with Clearinghouse published specifications. Requestor’s Request Files will contain Chicago Housing Authority residents who have participated in the Partners in Education Program for communication purposes with the City Colleges of Chicago (CCC). Requestor will submit no more than 100,000 records annually. Contract expires April 30, 2023.
3. The Clearinghouse will promptly compare Request Files with its database and provide Requestor with information (“Response Files”) on the enrollment and academic achievements of the individuals in the Request Files that are provided by postsecondary institutions to the Clearinghouse. 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 individuals in the Request File for institutions attended at any point during their academic careers. Information will include: if the record was found (Y or N), enrollment period (dates), enrollment status (full-time, part-time, less than part-time), school name, school OE code), school characteristics (type or level, location), college graduation status (Y or N), and college graduation date and major if available.
 - b. Requestor agrees that it shall not use data provided by the Clearinghouse for any purpose other than the following: Use of the data for internal assessment of academic achievement within the Chicago Housing Authority and Partners in Education program as well as comparing current student trends to past trends to indicate areas of possible need for program and/or participation improvement and highlight areas of success.
 - c. Requestor agrees that it will communicate data contained in StudentTracker Response Files to individuals within its own organization. Requestor 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 and payment of any additional fees that may be required.
 - d. 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 Requestor when it is no longer needed.
 - f. Both parties understand that the purpose of this study includes a longitudinal evaluation of the outcomes of Requestor's programs, and as such there is no firm end date for the study. Requestor 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.
4. In the event Requestor 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, Requestor 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 disclosure effected pursuant to this provision is authorized only to the minimum extent necessary to allow Requestor 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.
 5. Requestor understands and agrees that the Clearinghouse releases only information that has been provided by 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 Requestor's use of information released by the Clearinghouse under this Agreement.
 6. The Clearinghouse agrees to indemnify and hold Requestor harmless from any loss, cost, damage or expense suffered by Requestor 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), as well as general liability insurance. The Clearinghouse shall list the Requestor as an additional, named insured for its general liability insurance policy.
 7. In consideration of the services provided by the Clearinghouse under this Agreement, Requestor agrees to pay the Clearinghouse a fee based on the StudentTracker for Other Ed Org Pricing Schedule, which is Attachment 1 to this Agreement as well as a one time \$500 set-up fee. Requestor agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse. The Clearinghouse reserves the right to withhold the release of the matched Response File(s) until payment is received.
 8. Requestor 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.
 9. Requestor agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Boulevard, Suite 220
Herndon, VA 20171
Attn: Contracts Manager
Electronically: contracts@studentclearinghouse.org

10. The Clearinghouse agrees to provide all notices under this Agreement to Requestor to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by Requestor. 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 Requestor.
11. This Agreement may be modified by written, mutual agreement of the parties and remains in effect until terminated by either party by providing thirty (30) days written notice to the other party.