



StudentTracker for High Schools Agreement (District)

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


Signature

Ricardo D. Torres

Print Name

President

Title

7/24/2019

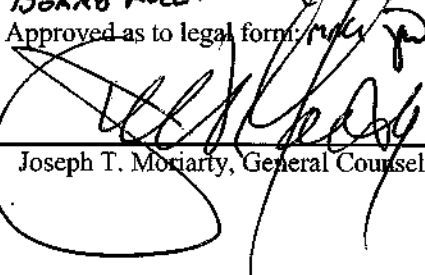
Date

BOARD OF EDUCATION OF THE CITY OF
CHICAGO


By: Jonathan Maples, Chief Procurement Officer

2019.8.9
Date

Board Rule: 7-13(e)(11)

Approved as to legal form: 

Joseph T. Moriarty, General Counsel

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 24 attached and Attachments including Attachment 1 specifying individual schools within District

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. 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.

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).

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
 - b. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.
13. 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 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).

14. 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.
15. 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.
16. 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.
17. 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
18. 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.
19. 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.
20. 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
21. The Clearinghouse agrees to provide all notices under this Agreement to the School in accordance with the Notice section in Attachment 4 of this Agreement unless otherwise instructed in writing by the School.
22. The effective date of this Agreement is the date that is specified in Attachment 4 hereto. 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.

23. 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.

24. 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.

ATTACHMENTS:

Attachment 1 – List of Participating Schools

Attachment 2 – Price Quote, dated May 23, 2019

Attachment 3 – Contact List

Attachment 4 – Additional Terms

Attachment 5 – Scope of Service



Attachment 1 (for Districts)
StudentTracker for High Schools Agreement
Participating Schools

District Name (only if district account)	CHICAGO PUBLIC SCHOOLS
Date	

HIGH SCHOOL NAME	ACT Code	Enrollment
AASTA - ORR HIGH SCHOOL	A10068	0
ACE TECHNICAL CHARTER HIGH SCHOOL	140648	0
ACERO SCHOOLS- MAJOR HECTOR P. GARCIA	141004	625
Acero Sor Juana Ines de la Cruz	141334	167
ACT CHARTER HIGH	140629	0
ADA S MCKINLEY LAKESIDE ACAD	140007	156
Air Force Academy High School	140698	198
AL RABY HIGH SCHOOL	140662	346
Albert G Lane Technical High School	140640	4286
ALCOTT HUMANITIES HIGH SCHOOL	141074	318
AMANDLA CHARTER SCHOOL	140626	0
ARTS OF LIVING ALTERNATIVE HIGH SCHOOL	A10054	0
ASPIRA - MIRTA RAMIREZ	141003	0
ASPIRA ANTONIA PANTOJA HS	141062	173
ASPIRA EARLY COLLEGE HIGH SCHOOL	140624	346
AUSTIN BUSINESS AND ENTREPRENUERSHIP HIGH SCHOOL	140943	0
AUSTIN POLYTECHNICAL ACADEMY	141318	0
BACK OF THE YARDS COLLEGE PREP	140940	1069
BAKER COLLEGE PREP	141060	231
BANNER ACADEMY WEST HS	140946	0
BANNER NORTH HS	994189	0
BANNER SOUTH	141348	0
Beacon Therapeutic HS	140476	28
Benito Juarez Community Academy High School	140677	1708
BEST ACADEMY	140692	0
BEST PRACTICES HIGH SCHOOL	140651	0
BIG PICTURE HIGH SCHOOL-METRO	141379	0
BIG PICTURE HIGH SCHOOL-YARDS	141140	0
BOWEN HIGH SCHOOL	140882	255
BRONZEVILLE SCHOLASTIC INSTITUTE	140981	218

BUTLER COLLEGE PREP	140637	674
C.A. PROSSER CAREER ACADEMY	141077	1329
CALUMET CAREER PREP ACADEMY	A10034	0
CAMELOT ACAD WEST GARFIELD PARK	140038	0
Camelot Safe Academy High School	140062	5
CARL SCHURZ HIGH SCHOOL	140700	1615
Catalyst-Maria Charter School	140654	551
CHARLES P STEINMETZ ACADEMIC CENTRE	141305	1233
CHICAGO ACADEMY HIGH SCHOOL	140661	560
CHICAGO DISCOVERY ACADEMY	140690	0
CHICAGO EXCEL ACADEMY HS	140983	300
CHICAGO HIGH SCHOOL FOR AGRICULTURAL SCIENCE	140723	768
CHICAGO HIGH SCHOOL FOR THE ARTS	140822	613
CHICAGO INTERNATIONAL CHARTER	141005	0
CHICAGO INTL CHARTER - LONGWOOD	140630	427
CHICAGO INTL CHARTER - NORTHTOWN	140691	920
CHICAGO MATH & SCIENCE ACADEMY	140721	357
Chicago Military Academy High School	140689	299
CHICAGO TALENT DEVELOPMENT	141071	0
CHICAGO TECH ACADEMY	141303	269
CHICAGO VIRTUAL CHARTER SCHOOL	141288	204
CHICAGO VOCATIONAL CAREER ACADEMY	140735	894
CHRISTIAN FENGER ACADEMY HIGH SCHOOL	140745	203
CICS CHARTER HIGH SCHOOL ELLISON	141368	349
CICS CHICAGOQUEST NORTH	140702	236
CICS LARRY HAWKINS CAMPUS	141336	0
Citywide Specialized Schools and Services	000104	263
COLLINS ACADEMY HIGH SCHOOL	141371	222
Community Christian Alternative School	140753	153
Community Services West Academy	140657	0
CSW Academy Scholastic Achievement	140687	168
DAVID G. FARRAGUT CAREER ACADEMY	140815	651
DEVRY UNIVERSITY ADVANTAGE ACADEMY HS	140562	173
DISNEY II MAGNET SCHOOL LAWNSDALE	141392	502
DR MARTIN LUTHER KING JR COLLEGE PREPARATORY HS	140825	516
DR PEDRO ALBIZU CAMPOS HS	141081	186
DRW Trading College Prep	141104	357
DUNBAR VOCATIONAL CAREER ACADEMY	140785	320
DUSABLE LEADERSHIP ACADEMY	140790	0
EDWIN G FOREMAN HIGH SCHOOL	140795	759
ELLEN RICHARDS CAREER ACADEMY	141095	224
EMIL G. HIRSCH METRO HIGH SCHOOL	140800	103
ENGLEWOOD TECH PREP ACADEMY	140810	0

EPIC ACADEMY CHARTER SCHOOL	140111	547
ESPERANZA SCHOOL	994294	21
EXCEL ACADEMY-ENGLEWOOD HS	141220	277
EXCEL ACADEMY - SOUTHWEST	140078	124
EXCEL ACADEMY ? WOODLAWN	140012	231
EXCEL- ORR HIGH	A11091	0
FLOWER CAREER ACADEMY	140980	0
FREDERICK DOUGLASS ACADEMY HIGH SCHOOL	140659	62
FRIEDRICH VON STEUBEN METROPOLITAN SCIENCE CENTER	141345	1773
FUTURE COM PROF PREP	A11073	0
FUTURE COM PROF TECH	A11093	0
GAGE PARK HIGH SCHOOL	140835	349
Gary Comer College Prep	141347	876
GEORGE H CORLISS HIGH SCHOOL	140763	277
GEORGE W. CARVER MILITARY ACADEMY	140840	483
GEORGE WASHINGTON HIGH SCHOOL	140842	1445
GLOBAL VISIONS ACADEMY	140844	0
GOLDER COLLEGE PREPARATORY SCHOOL	141143	671
GOODE STEM ACADEMY	140636	919
GRAHAM TRAINING CENTER	140296	114
GURDON S HUBBARD HIGH SCHOOL	140877	1706
GWENDOLYN BROOKS COLLEGE PREPARATORY HIGH SCHOOL	141297	869
Hansberry College Prep	141103	567
HARVEY APC	A11094	0
Henry Ford Academy Power House Charter HS	140656	0
HILLSIDE ACADEMY EAST	994204	31
HOWARD AREA LEADERSHIP ACADEMY	994284	0
HUGH MANLEY CAREER ACADEMY	141014	83
HYDE PARK ACADEMY HIGH SCHOOL	140880	798
HYMAN G. RICKOVER NAVAL ACADEMY HIGH SCHOOL	141007	458
IDOC/HEALY SOUTH HIGH SCHOOL	A11111	0
IHSCA CHARTER HIGH SCHOOL	140884	743
INFINITY MATH/SCIENCE TECHNICAL HIGH SCHOOL	141141	408
INSTITUTO JUSTICE AND LEADERSHIP ACADEMY	140934	91
INTRINSIC CHARTER HIGH SCHOOL	140984	676
ITW DAVID SPEER ACADEMY	140991	1085
JANE ADDAMS HIGH SCHOOL	140892	211
JEWISH CHILDRENS BUREAU-JCB	140894	44
JOHN F KENNEDY HIGH SCHOOL	140897	1610
JOHN HANCOCK COLLEGE PREPARATORY HIGH SCHOOL	140899	1013
JOHN HOPE COLLEGE PREPARATORY HIGH SCHOOL	140901	22
JOHN M. HARLAN COMMUNITY ACADEMY HIGH SCHOOL	140898	327
JOHN MARSHALL METROPOLITAN HIGH SCHOOL	141020	258

KELVYN PARK HIGH SCHOOL	140920	277
KENWOOD ACADEMY HIGH SCHOOL	140917	1575
LAKE VIEW HIGH SCHOOL	140930	1385
LAS CASAS OCCUPATIONAL HIGH SCHOOL	140982	0
LATINO YOUTH ALTERNATIVE HIGH SCHOOL	140936	219
LAWRENCE HALL SCHOOL	140937	50
Legal Prep Charter Academy	141332	345
LINCOLN PARK HIGH SCHOOL	141100	2105
Little Black Pearl Art and Design Academy	140009	110
MAGIC JOHNSON ACAD BRAINERD	994362	106
Magic Johnson Bridgescape Academy North Lawndale	140024	85
Magic Johnson Bridgescape Academy South Shore	140026	110
MAGIC JOHNSON ENGLEWOOD HIGH SCHOOL	140018	0
MAGIC JOHNSON HUMBOLDT PARK HIGH SCHOOL	140023	99
MARIE S. CURIE METROPOLITAN HIGH SCHOOL	141016	2913
Marine Leadership Academy Ames	141106	566
MASON HIGH SCHOOL	610535	0
MENTA ACADEMY CHICAGO SOUTH	140053	44
MICHELLE CLARK ACADEMIC PREPARATORY HIGH SCHOOL	141301	525
Milburn Alternative School	A15953	0
MORGAN PARK JUNIOR/SENIOR HIGH SCHOOL	141035	1144
MUCHIN COLLEGE PREPARATORY SCHOOL	141083	974
MULTICULTURAL ACADEMY OF SCHOLARSHIP	141409	218
NANCY JEFFERSON ALTERNATIVE SCHOOL	141018	183
NEAL F. SIMEON CAREER ACADEMY	141380	1345
NEAR NO CAREER HIGH SCHOOL	A11072	0
NICHOLAS SENN HIGH SCHOOL	141055	1420
NOBLE ACADEMY	141321	443
Noble Street Charter - Chicago Bulls College	140693	1165
Noble Street Charter Johnson HS	140827	774
NOBLE STREET COLLEGE PREP	141009	669
NORTH LAWNDALE COLLEGE PREP - CHRISTIANA	141057	373
NORTH LAWNDALE COLLEGE PREP - COLLINS	140224	364
NORTH-GRAND HIGH SCHOOL	141084	993
NORTHSIDE COLLEGE PREPARATORY HIGH SCHOOL	141342	1091
NORTHSIDE LEARNING CENTER	140293	219
NUESTRA AMERICAN CHARTER HIGH SCHOOL	A11071	0
OGDEN INTERNATIONAL HIGH SCHOOL	140748	597
OLIVE HARVEY MIDDLE COLLEGE SCHOOL	141069	101
OMBUDSMAN CHICAGO SOUTH	140036	443
OMBUDSMAN-1 HS	140013	245
OMBUDSMAN-3 HS	140022	325
Orr Academy High School	140696	225

Pathways Education High School	140029	266
PATHWAYS IN EDUCATION - AVONDALE	140031	271
Pathways in Education Brighton Park	140028	354
PAUL ROBESON HIGH SCHOOL	141070	0
PEACE & EDUCATION COALITION HIGH SCHOOL	140770	103
PERCY L JULIAN HIGH SCHOOL	141073	456
PERSPECTIVES CHARTER - CALUMET TECHNOLOGY HIGH SCHOOL	140944	316
Perspectives Charter Leadership Academy HS	140708	280
PERSPECTIVES CHARTER SCHOOL - R D JOSLIN CAMPUS	141022	282
PERSPECTIVES CHARTER SCHOOL- ITT	141367	440
PHOENIX MILITARY ACADEMY	141078	547
PRITZKER COLLEGE PREPARATORY CAMPUS	141239	978
PROLOGUE EARLY COLLEGE HIGH SCHOOL	141076	0
PROLOGUE- JOHNSON CHARTER HIGH SCHOOL	140019	0
RAUNER COLLEGE PREPARATORY CAMPUS	140709	618
RENAISSANCE PREPERATORY SCHOOL	141087	0
RICHARD CRANE TECHNICAL PREPARATORY HIGH SCHOOL	140760	0
RICHARD T CRANE MEDICAL PREPARATORY HIGH SCHOOL	141094	433
ROALD AMUNDSEN HIGH SCHOOL	140655	1291
ROBERT LINDBLOM MATH/SCIENCE ACADEMY	141122	1101
ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL	141325	703
ROGER C SULLIVAN HIGH SCHOOL	141310	660
ROWE - CLARK MATH AND SCIENCE ACADEMY	141108	404
SAFE SCHOOLS ALTERNATIVE HIGH SCHOOL	A10101	0
SCHOOL FOR SOCIAL JUSTICE HIGH SCHOOL	141349	302
SCHOOL OF ENTREPRENEURSHIP	141299	0
School Of Leadership High School	141295	0
SCHOOL OF TECHNOLOGY HIGH SCHOOL	141369	0
SCHOOL OF THE ARTS HIGH SCHOOL	140627	0
SIMPSON ACADEMY HIGH SCHOOL	141292	30
SOLORIO HIGH SCHOOL	141042	1195
Soto High School	140706	543
SOUTH CENTRAL HIGH SCHOOL	141294	12
South Shore International College Prep High School	140699	657
SOUTHSIDE OCCUPATIONAL ACADEMY HIGH SCHOOL	140306	304
SPAULDING JESSE HIGH SCHOOL	A11051	0
SPECIAL ED DUAL ENROLLMENT	A12391	81
SPRY COMMUNITY LINKS HIGH SCHOOL	141261	126
STEPHEN T MATHER HIGH SCHOOL	141307	1490
SULLIVAN HOUSE HIGH SCHOOL	141309	326
Summers Alternative School	A15971	0
TESLA ALT HIGH	141316	0
THEODORE ROOSEVELT HIGH SCHOOL	141105	922

THOMAS KELLY HIGH SCHOOL	141315	1918
Tilden Career Community Academy High School	141320	217
TRUMAN MIDDLE COLLEGE HIGH SCHOOL	141331	222
UCAN Therapeutic HS	994192	38
UIC COLLEGE PREPARATORY SCHOOL	140658	932
UNIVERSITY OF CHICAGO CHARTER - WOODLAWN	140869	399
UPLIFT COMMUNITY SCHOOL	141091	162
Urban Prep Academy for Young Men - Bronzeville	140150	340
Urban Prep Charter Academy - Engelwood Campus	141006	260
Urban Prep Charter Academy - West Campus	141329	176
VAUGHN OCCUPATIONAL HIGH SCHOOL	140238	225
VOISE HIGH SCHOOL	140747	211
WALTER H. DYETT ACADEMIC CENTER	140726	0
WALTER PAYTON COLLEGE PREPARATORY HIGH SCHOOL	141382	1153
WENDELL PHILLIPS ACADEMY HIGH SCHOOL	141375	770
WESTINGHOUSE COLLEGE PREP	141001	1202
WESTSIDE HOLISTIC LEADERSHIP	141364	156
WHITNEY YOUNG MAGNET HIGH SCHOOL	141383	1968
WILLIAM H WELLS COMMUNITY ACADEMY HIGH SCHOOL	141370	365
WILLIAM H. TAFT HIGH SCHOOL	141385	3201
WILLIAM J. BOGAN COMPUTER TECHNICAL HIGH SCHOOL	141387	838
WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL	140905	1916
WILLIAM RAINEY HARPER HIGH SCHOOL	140855	87
WILLIAMS PREPARATORY SCHOOL OF MEDICINE	141109	177
WINNIE MANDELA HS	994309	0
WORLD LANGUAGE HIGH SCHOOL	141142	355
YCCS ASSOCIATION HOUSE	994282	129
YCCS CHARLES HOUSTON	994283	186
YCCS CHATHAM	140311	174
YCCS VIRTUAL HIGH SCHOOL	994286	0
YCCS WEST TOWN	994287	176
YCCS-Austin Career Education Center HS	140671	108
YCCS-Community Youth Development Institute HS	140664	138
YCCS-Innovations of Arts Integration HS	140688	406
YORK ALTERNATIVE HIGH SCHOOL	140201	183
YOUNG WOMEN'S LEADERSHIP CHARTER SCHOOL	141384	160
YOUTH CONNECTION LEADERSHIP ACADEMY	140237	221



**Attachment 2:
StudentTracker for High Schools Agreement**



**NATIONAL STUDENT CLEARINGHOUSE
PRICE QUOTE**

National Student
Clearinghouse™

2300 Dulles Station Blvd., Suite 220
Herndon, VA 20171
www.studentclearinghouse.org

QUOTE

May 23, 2019

Mak Hozo
CITY OF CHICAGO SCHOOL DISTRICT 299

Dear Mak Hozo,

We are pleased to offer CITY OF CHICAGO SCHOOL DISTRICT 299 a one-year subscription to the National Student Clearinghouse's StudentTracker for High Schools service, for an initial annual fee of \$325 per High School. *(\$100 discount because you are submitting more than 100 schools with over 300 enrollment)* The subscription will begin on 7/1/2019 and run through 06/30/2020. For the 103 high schools with enrollment over 300 students for grades 9-12, the cost is \$33,475.00. For the 136 high schools with less than 300 students enrolled in grade 9-12, the High Schools are free after paying for at least two schools at the normal fee.

This fee and other terms related to this service can be found in the accompanying document, titled, "StudentTracker for High Schools Agreement." This quote is valid for 90 days from issue date.

To the best of our knowledge, the National Student Clearinghouse is the only organization that has specific enrollment and degree information from over 3,600 colleges and universities throughout the United States, whose combined enrollment represents over 98 percent of all higher education enrollments nationwide. This data is provided in electronic form.

Please do not hesitate to contact me if you have any questions or would like any additional information.

Best regards,

Angela Tobin
Specialist, Business Development Support
National Student Clearinghouse
2300 Dulles Station Blvd., Suite 220
Herndon, VA 20171
703.742.4857

Attachment 3
STUDENT TRACKER FOR HIGH SCHOOLS
CONTACT LIST

School/District Name:

***Executive Contact**

(Primary point of contact other than signee)

Name: ILIANA VARGAS Title: MANAGER OF DATA QUALITY
Email Address: IVARGAS@CPS.EDU Phone Number: 773-553-3816

***Billing Contact**

(Person to receive billing invoice)

Name: JEFFREY BROOM Title: DIRECTOR OF SQMR
Billing Address: 42W. MADISON ST., CHICAGO, IL 60602-4309
Email Address: JLBROOM@CPS.EDU Phone Number: 773-553-2366

***Technical Contact(s)**

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

Name: MAK HOZO Title: DATA ANALYST
Email Address: MHOZO@CPS.EDU Phone Number: 773-553-2308

Name: _____ Title: _____
Email Address: _____ Phone Number: _____

Name: _____ Title: _____
Email Address: _____ Phone Number: _____

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

Attachment 4
STUDENT TRACKER FOR HIGH SCHOOLS
ADDITIONAL TERMS

1. **TERM:** This Agreement shall commence on July 1, 2019 and shall end on June 30, 2020. The parties shall have two (2) options to renew the Agreement for a period of one (1) year each.

2. **SCOPE OF SERVICES AND STAFFING:**

- A. During the Term of this Agreement, Clearinghouse agrees to provide the services and deliverables (collectively, "Services") set forth on the Scope of Services attached hereto and incorporated herein by reference as **ATTACHMENT 5**. The Services shall be designed to achieve the outcomes specified in the Scope of Services (the "Outcomes").

The Board retains final authority with respect to all Services-related decisions. The Board may, from time to time, request changes in the Scope of Services. If Clearinghouse accepts such changes, the parties shall document such changes in an amended Scope of Services signed by an authorized representative of each party hereto. And if such changes result in an increase in the Maximum Compensation to be paid hereunder (see **Section 4**), it is understood and agreed that it shall be necessary to execute a written amendment to this Agreement, subject to approval by the Members of the Chicago Board of Education as described in Section 4 (A) herein below. It is understood and agreed that Clearinghouse will submit all deliverables (including reports) designated in the Scope of Services as requested by the designated CPS Project Manager (the "CPS Project Manager").

Pursuant to 20 U.S.C. §1232g(b)(1)a and 34CFR §99.31(a)(1), the Board hereby designates Clearinghouse as a "School Official" for purposes of providing the Services under this Agreement.

- B. **Staffing.** Clearinghouse shall assign and maintain a staff of competent personnel, which is fully equipped and qualified to perform the Services required under this Agreement. Salaries of employees of Clearinghouse performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only that such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "**Anti-Kickback Act**" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. ' 874; and title 40 U.S.C. ' 276c). Clearinghouse shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance with such regulations, and shall be responsible for submission of affidavits certifying such compliance except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

2. **COMPENSATION; PAYMENT; TAXES; NON-APPROPRIATION**

- A. **Maximum Compensation.** Total Maximum Compensation payable for Services provided under this Agreement *shall not exceed Forty-Five Thousand Dollars and 00/100 (\$45,000.00)*. Any additional compensation requires the prior approval of the members of the Board and a written amendment to this Agreement. It is understood and agreed that the maximum compensation amounts referenced in this paragraph are 'not-to-exceed' amounts and are not guaranteed payments.

- B. **Compensation.** Clearinghouse shall be paid as follows: (1) A flat rate fee of \$33,475 per year under the Agreement Term. The flat rate fee will cover record requests for students from all high schools in the Chicago Public School system, including high schools that have closed prior to the Agreement Term and high schools that open during the Term, regardless of enrollment size. There is no additional charge for high schools which are added during the Term.
- C. **Billing and Payment Procedures.** Clearinghouse shall submit its annual invoice for Services anytime after the Board submits its electronic data file containing the names of all CPS high school graduates, or the "Graduates File", as further defined in the Scope of Services. Each invoice shall reference this Agreement, Vendor # 39882 and the governing Purchase Order. All invoices must be correct and must include such supporting documentation as the Board may request from time to time. The Board shall process payments in its normal course of business and shall pay the undisputed portion of any invoice net 60 days of receipt. The Board shall endeavor to pay the remainder within 30 days of dispute resolution. All invoices are subject to audit and review by the Board and by the Inspector General of the Board.

Submit original invoices to:

Chicago Public Schools
Attn: Accounts Payable
PO Box 661
Chicago, IL 60690-0661

Submit copies to: (marked 'copy')

Chicago Public Schools
Department of School Quality Measurement
42 W. Madison Street
Chicago, IL 60602
Attn: Jeffrey Broom

- D. Federal excise tax does not apply to the Board by virtue of its status as a political subdivision under Internal Revenue Code Section 115; and State of Illinois Sales Tax does not apply by virtue of Exemption Identification #E9997-7109-05 to Chicago School District #299 - Board of Education of Chicago, IL. The amounts to be paid to Clearinghouse hereunder are inclusive of all other taxes that may be levied or based upon this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the products and services to be provided under this Agreement, but excluding taxes levied or imposed upon the income or business privileges of Clearinghouse. Clearinghouse shall be responsible for any taxes levied or imposed upon the income or business privileges of Clearinghouse.
- E. Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board shall notify Clearinghouse and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Board be liable to Clearinghouse for any amount in excess of the current appropriated amount.
3. **DESTRUCTION OF GRADUATES FILES, STUDENTTRACKER REQUEST FILES AND DATA MATCH FILES; TURNOVER OF DOCUMENTS AND RECORDS; AND AUDIT AND DOCUMENT RETENTION:**
- A. **Destruction of Graduates Files, StudentTracker Request Files, and Data Match Files.** It is understood and agreed that Clearinghouse must destroy the Graduates Files and StudentTracker Request Files that it receives from the Board twelve (12) months after receiving such Files from the Board; and must destroy the Data Match Files that it sends to the Board within 90 days of transmission.

B. **Turnover of Documents and Records.** Upon demand of the Board, or if no demand is made, upon termination of this Agreement for any reason or the expiration of this Agreement by its terms, Clearinghouse shall turn over to the Board or its designee, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Clearinghouse may keep a copy of such information for its own records if required under Paragraph 5 (C) herein below.

C. **Audit and Document Retention.**

- i. Clearinghouse will furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services.
- ii. Subject to the provisions of **Paragraph 5 (A)** herein above, Clearinghouse will maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Clearinghouse's Services under this Agreement for five (5) years following completion of the Services for each year of the Term; and will be subject to inspection and audit by the Board, by the Inspector General of the Board, and by their duly appointed representatives, at a time and location that is agreed upon by the parties. Clearinghouse will include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board and the Inspector General the same right to inspect and audit said records as set forth herein.

4. **TERMINATION**

A. **Termination for Convenience.** This Agreement may be terminated by either party by providing thirty (30) calendar days written notice to the other party.

B. **Suspension of Services.** The Board may, upon thirty (30) calendar days written notice, request that Clearinghouse suspend Services in whole or part. Clearinghouse shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Clearinghouse.

C. **Clearinghouse Events of Default.** Clearinghouse events of default ("**Events of Default**") include, but are not limited to, the following:

- (i) Any material misrepresentation by Clearinghouse in the inducement of this Agreement or the performance of Services;
- (ii) Material Breach of any agreement, representation or warranty made by Clearinghouse in this Agreement;
- (iii) Failure of Clearinghouse to materially perform in accordance with or comply with the material terms and conditions of this Agreement, including, but not limited to, the following: a) Action or failure to act which affects the safety and/or welfare of students or Board staff; b) Failure to comply with the provisions of the Agreement relating to Confidentiality, Disclosure and Use of Confidential Information, or Compliance with Laws; c) Failure to provide a substantial portion of the Services herein at the time fixed for performance and in the manner specified herein; d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the material performance of the Services due to a reason or circumstances within

Clearinghouse's reasonable control; e) Failure to perform the Services in a manner reasonably satisfactory to the Board; f) Failure to promptly re-perform Services that were reasonably determined by the Board to be incomplete or unsatisfactory; g) Discontinuance of the Services for reasons not beyond Clearinghouse's reasonable control; or h) Failure to comply with any material term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.

- C. **Bankruptcy.** The Board may immediately terminate this Agreement and any Statements of Work executed hereunder by written notice in the event that (i) Clearinghouse makes an assignment for the benefit of creditors, or admits in writing the inability to pay debts as they mature, or commences to unwind its business, or (ii) any court appoints a trustee or receiver of Clearinghouse, or of any substantial part of Clearinghouse's assets, or (iii) a proceeding is instituted under any provision of the Federal Bankruptcy Act by Clearinghouse or against Clearinghouse. Pursuant to the notice provisions of Section 15 (Notices) herein below, (i) Clearinghouse must provide same-day written notice to the Board and its counsel if Clearinghouse seeks creditor protection through a voluntary filing; and (ii) Clearinghouse must provide written notice to Clearinghouse within 2 business days of an involuntary filing or the court appointment of a trustee or receiver.
- D. **Remedies.** The occurrence of any Event of Default may permit the Board to declare Clearinghouse in default. Whether to declare Clearinghouse in default is within the sole discretion of the Board. Written notification of an intention of the Board to terminate this Agreement, in whole or in part shall be provided and shall be final and effective upon Clearinghouse's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:
- (i) Termination, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board.
 - (ii) The right to have Clearinghouse return all fees received for Services not provided in accordance with the provisions of this Agreement.
 - (iii) The right to receive from Clearinghouse any and all damages incurred as a result or in consequence of an Event of Default.
 - (v) The right to money damages.
 - (vi) The right to withhold all or part of Clearinghouse's compensation under this Agreement, excluding compensation for Services satisfactorily provided
 - (vii) The right to deem Clearinghouse non-responsible in future agreements to be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Clearinghouse in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Clearinghouse to continue to provide the Services despite one or more Events of Default, Clearinghouse shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

5. **CONFIDENTIAL INFORMATION AND DISSEMINATION OF INFORMATION; LICENSED MATERIALS; OWNERSHIP; SURVIVAL**

- A. **Confidential Information.** During the term of this Agreement, Clearinghouse may receive or have access to certain information that is not generally known by others and which the Board deems to be proprietary or confidential (hereinafter "**Confidential Information**"). Such Confidential Information shall include, but shall not be limited to all information included in the Graduates Files and StudentTracker Request Files that it received from the Board under this Agreement and the Data Match Files that it transmits to the Board.

Clearinghouse shall (i) restrict disclosure of the Confidential Information solely to those of its employees and subcontractors who are providing Services hereunder and with a need to know, and shall not disclose such Confidential Information to any third parties without the express permission of the Board; (ii) advise its employees and subcontractors who receive the Confidential Information of the obligation of confidentiality hereunder; and (iii) use and require employees and subcontractors to use the same degree of care to protect the Confidential Information as Clearinghouse should employ with its own proprietary information.

- B. **Dissemination of Information.** Clearinghouse agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("**Work Product**") without the prior written consent of the Board. Clearinghouse shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Clearinghouse disseminate any information regarding Services without the prior written consent of the Board. In the event that Clearinghouse is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data, or Work Product which may be in Clearinghouse's possession as a result of Services under this Agreement, Clearinghouse shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Clearinghouse shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

- C. **Staff and Subcontractors:** Clearinghouse agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Clearinghouse under this Agreement.

- D. **Ownership.** The Board retains full ownership rights to the Graduates' Files and StudentTracker Request Files, as defined in Exhibit A, that it transmits to Clearinghouse and to the Data Match Files, defined in Exhibit A, that it receives from Clearinghouse or that can be accessed from Clearinghouse's site as described in the attached Scope of Services. The Board 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. The Board 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.

- E. **Freedom of Information Act:** Clearinghouse acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Clearinghouse further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.
 - F. **Survival.** The provisions of this **Section 7** shall survive the termination or expiration of this Agreement.
6. **REPRESENTATIONS AND WARRANTIES OF CLEARINGHOUSE:** Clearinghouse represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Agreement:
- A. **Contractor's Disclosure Form.** The disclosures in the Contractor Disclosure Form submitted by Clearinghouse to the Department of Procurement and Contracts are true and correct. Clearinghouse shall promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
 - B. **Financially Solvent.** Clearinghouse warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.
 - C. **Technical Accuracy.** Clearinghouse warrants that all Services shall be technically accurate and correct.
 - D. **Compliance with Laws, Rules, and Policies.**
 - (i) Clearinghouse is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this Agreement and the performance of Services, including, but not limited to, the *Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, the *Drug-Free Workplace*, the *Illinois Student Records Act*, the Family Education Rights and Privacy Act of 1974 ("FERPA"), otherwise known as the Buckley Amendment, as amended, and any others referenced in this Agreement relating to non-discrimination.
 - (ii) Further, Clearinghouse is and shall remain in compliance with all Board policies, codes and rules, including, but not limited to the *Information Security Policy* adopted August 25, 2004 (04-0825-PO3), the *Code of Ethics for the Chicago Board of Education* adopted June 23, 2004 (04-0623-PO4), and the *Amendment to Policy on Indebtedness* adopted June 26, 1996 (96-0626-PO3) as such policies, codes and rules may be amended by the Board from time to time. Board policies, codes, and rules can be found using the following link: <http://policy.cps.k12.il.us>.

- (iii) Clearinghouse agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations agreed to by Clearinghouse under this Section 10.5.
- E. **Gratuities.** No payment, gratuity or offer of employment was made to Clearinghouse, any of its members if a joint venture or, to the best of Clearinghouse's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Clearinghouse is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- F. **Good Standing.** Clearinghouse, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement.
- G. **Authorization.** Clearinghouse has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Clearinghouse is duly authorized by Clearinghouse and has been made with complete and full authority to commit Clearinghouse to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Clearinghouse.
7. **NOTICE:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received (i) when delivered personally; (ii) when sent by confirmed facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

The Board agrees to provide all notices to Clearinghouse under this Agreement to:

National Student Clearinghouse
13454 Sunrise Valley Drive, Suite 300
Herndon, VA 20171
Attn: Contracts

Clearinghouse agrees to provide all notices under this Agreement to:

If to the Board:

Chicago Public Schools
Department of School Quality Measurement
42 West Madison Street
Chicago, IL 60602
Attn: Jeffrey Broom

Copy:

General Counsel
Chicago Board of Education
1 North Dearborn, 9th Floor
Chicago, IL 60603
Fax: 773/553-1701

8. **INSURANCE:** At its own expense, Clearinghouse shall procure and maintain insurance covering all operations under this Agreement, whether performed by Clearinghouse or by its staff, or by its subcontractors, if any. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service or comparable rating service, or be an authorized Risk Retention Group acceptable to the Board, unless a written waiver is granted by the Board's bureau of Risk and Benefits Management.
- A. Minimum insurance requirements are:

- **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation and Employers' Liability insurance covering all employees who are to provide Services under this Agreement and Employers' Liability coverage with limits of not less than Five hundred thousand and 00/100 Dollars (\$500,000.00) per occurrence. **Evidence of Workers' Compensation and Employers' Liability insurance is not necessary if coverage is not required under Illinois law.**

- **Commercial General Liability Insurance**

Commercial General Liability Insurance with a combined single limit of One Million and 00/100 dollars (\$1,000,000) per occurrence and Two Million and 00/100 dollars (\$2,000,000) in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for the insured Contract and products/completed operations coverage maintained for not less than two [2] years following termination of the Contract or completion of the Services.

- **Professional Liability**

When professional services are rendered under the contract, Clearinghouse shall maintain Professional Liability insurance covering acts, errors or omissions with limits of not less than One Million and 00/100 Dollars per claim (\$1,000,000.00). Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy that is not renewed or replaced must provide for an extended reporting period of not less than two (2) years.

- B. **Insurance- Additional insureds.** Clearinghouse shall have its general liability and automobile liability insurance endorsed to provide that the Board of Education of the City of Chicago, a body corporate and politic, and its employees, the Public Building Commission of Chicago and such other entities as may be designated by the Board are listed as "Additional Insureds" on a primary basis without recourse or right of contribution for liability arising from the work.
- C. **Insurance Certificate.** Clearinghouse shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by Clearinghouse indicating that the Board, and its members, employees and agents, the Public Building Commission of Chicago and its commissioners, officers, employees and agents and such other parties as may be designated by the Board are **additional insureds** on the general and automobile liability insurance and must evidence thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Topiary Communications, Inc.
676 North LaSalle
Suite 230
Chicago, IL 60654
Phone: 312-494-5709
Email: dans@topiarycomm.net

- D. Clearinghouse's failure to carry or document required insurance shall constitute a breach of the Contract and any failure by the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Clearinghouse's obligation to obtain the required insurance. The

Board will not pay Clearinghouse for any work if satisfactory proof of insurance is not provided before the commencement of Services. The Board reserves the right to obtain copies of insurance policies and insurance records by written request at any time from Clearinghouse or its subcontractors and to modify, delete, alter or change insurance requirements at any time.

- E. Clearinghouse shall require any subcontractors under the Contract to maintain comparable insurance which shall name Clearinghouse, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as **Additional Insureds**. Clearinghouse will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

9. OTHER TERMS AND CONDITIONS

- A. Clearinghouse represents and warrants that it 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 Board is solely responsible for its own compliance with FERPA, and Clearinghouse is not liable for any errors or omissions by the Board that may give rise to FERPA violations. Both Clearinghouse and the Board 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 Clearinghouse.
- B. The Board will institute and maintain reasonable controls to ensure that the information it provides to Clearinghouse under this Agreement is complete and accurate. The Board agrees that Clearinghouse will not be responsible for actions, errors or omissions of the Board. In the event the Board 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 Board must provide Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with 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.
- C. 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 (as defined in the Scope of Services) in accordance with the terms of this Agreement and applicable law. Clearinghouse agrees to indemnify and hold the Board harmless from any direct loss, cost, damage or expense suffered by the Board as a direct result of Clearinghouse's failure to comply with its obligations under this Agreement. 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).
- D. Clearinghouse may retain or release information received from the Board under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information.
- E. 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.

- F. Clearinghouse agrees that no Board member, employee, agent, officer or official shall be personally charged by Clearinghouse, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Clearinghouse, its members if a joint venture, or any of its subcontractors.
- G. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
- H. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former members of the Chicago Board of Education within a one-year period following expiration or other termination of their office.
- I. It shall be an unlawful employment practice for Clearinghouse or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status, or national origin, or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status, or national origin. Clearinghouse shall comply with the Civil Rights Act of 1964, 42 U.S.C.A. §2000, *et seq.*, as amended, the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.* The Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended, the Americans With Disabilities Act, 42 U.S.C.A. §12101, *et seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended, and the Chicago Human Rights Ordinance, MCC ch. 2-160.
- J. Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
- K. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and each party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
- L. All express representations or indemnifications made or given in this Agreement shall survive the completion of Services by Clearinghouse or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
- M. In the event that Clearinghouse, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Clearinghouse shall be the joint and several obligation or undertaking of each such individual or other legal entity.

- N. This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement shall be of no force or effect.
- O. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. The individuals signing this Agreement represent and warrant that they are authorized to sign and enter this Agreement on behalf of their respective entity. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by electronically or by facsimile shall be considered binding for both parties.
- P. This Agreement is subject to the approval of the members of the Chicago Board of Education.

Attachment 5
STUDENTTRACKER FOR HIGH SCHOOLS
SCOPE OF SERVICE

Project: StudentTracker for High Schools Agreement

CPS Project Manager: Jeffrey Broom Phone: (773) 553-2366 E-Mail: jcbroom@cps.edu
Clearinghouse Project Manager: Dan Markowitz Phone: (703)742-5500 E-Mail:
markowitz@studentclearinghouse.org

This Scope of Services shall be conducted pursuant to the terms and conditions of the above-referenced Board Report and the StudentTracker for High Schools Agreement ("**Agreement**") by and between National Student Clearinghouse ("**Clearinghouse**") and The Board of Education of the City of Chicago (the "**Board**" or "**Chicago Public Schools**" or "**CPS**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement

- I. SERVICES AND DELIVERABLES:** Clearinghouse will provide one basic service ("**Service**") for the Board under this Scope of Services, Student Tracker for High Schools and the below described deliverables, specifically a Data Match File and Request Records ("**Deliverables**"). Services and Deliverables will be provided for Graduates from any and all high schools under the Chicago Public School system, including those high schools that close or open during the Agreement Term. Services are described below:
- A. StudentTracker for High Schools**
- i. NSC has an existing database of CPS Graduates, which was created under the agreement dated March 5, 2009 between the parties. Each year of the Term, the Board will submit to Clearinghouse an electronic datafile containing the names of any and all CPS Graduates ("**Graduates File**") that CPS wants added to the existing database.
 - ii. In addition to the Graduates File, and at no additional cost to the Board, the Board may submit files of other former students, up to eight (8) years of historic former students, from time to time ("**StudentTracker Request File**").
 - iii. Within twenty (20) business days of receiving the Board's Graduates File and/or StudentTracker Request File, Clearinghouse will provide the Board with a Data Match using the process specified in the below paragraph iv.
 - iv. Clearinghouse will compare the Board's submitted Graduates File and Student Tracker Request File with the most current Clearinghouse database containing data from those universities and colleges (collectively, "**Members**") who have shared their student information with Clearinghouse; and within twenty (20) business days of receiving the Board's Graduates File and/or Student Tracker Request File, Clearinghouse will provide the Board with an electronic data match file ("**Data Match File**") detailing the progress of all high school graduates dating back a minimum of nine (9) years prior to the request date.
 - v. The Board will have five (5) business days from receiving a Data Match File to conduct a data check and will promptly notify Clearinghouse if there are any discrepancies. Within five (5) business days of receiving notification of a discrepancy, Clearinghouse will provide a corrected Data Match at no additional cost to the Board.

- vi. It is understood and agreed that the Board will transmit its Graduates Files and StudentTracker Request Files electronically over a secure .ftp that Clearinghouse has dedicated for the Board's use under this Agreement (the "**Dedicated.ftp**") and that these files will contain the data elements and configuration reasonably required by Clearinghouse.
- vii. It is further understood and agreed that Clearinghouse will only use the Dedicated .ftp to submit its Data Match Files to the Board; and such Data Match Files will contain, at a minimum, the following data fields: initial enrolled status, highest enrolled status, postsecondary institution, type of institution, college graduation status, type of degree, college major, and enrollment history, including transfers. At least 60 calendar days prior to each anniversary date, Clearinghouse will give the Board written notice if it anticipates that any of the above data fields will be discontinued.

II. OUTCOMES

Clearinghouse's Services will result in the following outcomes:

- Improved implementation of CPS Education Plan, specifically pillar two, that every student graduates high school with a postsecondary plan.
- Data support for the Office of Accountability. The data will allow for the successful implementation of postsecondary metrics on the district's School Quality Rating Policy.
- Data support for the Office of Accountability for postsecondary outcomes and provision of resources to schools to support students' postsecondary success
- Continuation of the CPS postsecondary tracking system
- Continued accountability for the district and at the school level based on postsecondary outcomes.