



StudentTracker Agreement for Outreach Programs

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse, a not-for-profit corporation organized under the laws of the Commonwealth of Virginia ("Clearinghouse") and the undersigned college outreach program ("Program") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

WISCONSIN DEPARTMENT OF
WORKFORCE DEVELOPMENT

Ricardo D. Torres 05/03/17
Signature Date

Christopher Hagerup 5/3/17
Signature Date

Ricardo D. Torres
Print Name

Christopher Hagerup
Print Name

President
Title
www.studentclearinghouse.org

ASD – Division Administrator
Title
201 E. Washington Avenue
E100

Please return agreement and payment to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171

Fax: 703-742-4234

Email: contracts@studentclearinghouse.org

Street Address
Madison, Wisconsin 53703
City/State/Zip
(608) 261-0713

Telephone
christopher.hagerup@dwd.wisconsin.gov

Email

Bryan Huebsch
Service Implementation Contact – Name

bryand.huebsch@wisconsin.gov
Service Implementation Contact – Email

www.dwd.wisconsin.gov/wioa
Institution/Organization Website

1. The Clearinghouse provides a nationwide, central repository for student record data for postsecondary educational institutions that have appointed the Clearinghouse as their agent for purposes of reporting the enrollment and educational achievements of their students to authorized recipients.
2. At any time during the contract period, the Outreach Program ("Program") may submit to the Clearinghouse lists ("Request Files") of persons in order to obtain data on their enrollment status and educational achievements at educational institutions. The Program agrees to format and submit Request Files in accordance with Clearinghouse published specifications.
3. The Clearinghouse will promptly compare Request Files with its database and provide the Program 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 Program agrees that its use of the data provided by the Clearinghouse is limited as follows: To complete federal mandated reports under the Workforce Innovation Opportunity Act. Requestor agrees that it will communicate data contained in StudentTracker Response Files to individuals within its own organization, as well as the U.S. Department of Labor, Employment Training Administration and the U.S. Department

of Education, Rehabilitation Services Administration. Directory level information only can be shared with these departments for the purpose of completing federal mandated reports. The data, in aggregate form, may be used in conjunction with other collected data and shared with funding entities; published on the Program's website, in higher education and research journals, or papers; or presented in higher education or research forums.

- b. The Program 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.
 - c. In the event the Program 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 Program 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 Program 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.
 - d. Regarding postsecondary data, the parties agree that the Clearinghouse does not release or confirm Social Security numbers under this Agreement, unless:
 - 1) the Program warrants that signed and dated consent forms have been received from students (or their parents if they are not "eligible students" as defined in FERPA); and
 - 2) the Program has submitted a sample consent form to the Clearinghouse for review to ensure that it meets FERPA requirements for consent to release of education records. In the absence of such proof of consent, the Clearinghouse will release to the Program only unblocked directory information, as defined in FERPA.
 - e. In the event the two conditions outlined in 3.d. above are met, the Program may use the Clearinghouse's StudentTracker website to track the enrollment status and educational achievements of its students, for program evaluation and reporting purposes, following procedures reasonably required by the Clearinghouse. In that situation, the Program agrees to ensure that their authorized personnel utilize the Clearinghouse's secure website only for the purposes of enrollment and academic achievement information for their program's participants.
 - f. The Clearinghouse agrees to destroy all personally identifiable, non-directory information received from the Program when it is no longer needed for audit or similar regulatory purposes.
4. 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 the Program's use of information released by the Clearinghouse under this Agreement.
 5. In consideration of the services provided by the Clearinghouse under this Agreement, the Program agrees to pay the Clearinghouse a fee of \$2,500.00 for the first year of service. Contract must be renewed by the Program annually.
 6. 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. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.
 7. The Clearinghouse uses its best efforts to review, interpret and follow publicly-disseminated guidance on FERPA in the development and operation of StudentTracker and provides for the release of only unblocked directory information, unless FERPA authorizes release without consent. The Program is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the Program in using StudentTracker that may give rise to FERPA violations. Both the Clearinghouse and the Program agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information maintained by the Clearinghouse.
 8. The Program 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. Both parties agree to provide all notices under this Agreement to the signatories and addresses below, unless otherwise instructed in writing.

Attachment 1:
StudentTracker Agreement for Outreach Programs

StudentTracker for Outreach Programs Pricing Schedule
Published July 31, 2012 and Effective Until Further Notice

Outreach Programs will pay an annual subscription fee for participation in the StudentTracker for Outreach Programs service, equal to one of the following (depending on the size of the program):

Small Program: \$425 per year

- Batch File Limit: 12 data file submissions
- Annual Record Limit: 5,000 records
- Maximum Single Look-up Web User Accounts: 5 users

Medium Program: \$1,000 per year

- Data File Limit: 15 submissions
- Annual Record Limit: 10,000 records
- Maximum Single Look-up Web User Accounts: 10 users

Large Program: \$2,500 per year

- Data File Limit: 20 submissions
- Annual Record Limit: 20,000 records
- Maximum Single Look-up Web User Accounts: 15 users

Attachment 2

STUDENT TRACKER CONTACT LIST

Organization Name: Wisconsin Department of Workforce Development

***Executive Contact**

(Primary point of contact other than signee)

Name: Bryan Huebsch Title: WIOA Performance Planner
Email Address: bryand.huebsch@wisconsin.gov Phone Number: (608) 261-0713

***Billing Contact**

(Person to receive billing invoice)

Name: Bryan Huebsch Title: WIOA Performance Planner
201 E. Washington Avenue
E100
Billing Address: Madison Wisconsin 53703
bryand.huebsch@wisconsin.gov
Email Address: gov Phone Number: (608) 261-0713

***Technical Contact(s)**

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

Name: Judith Lee Title: IS Business Automation Specialist
Email Address: Judith.lee@dwd.wisconsin.gov Phone Number: (608) 267-6814

Name: Allison Gordon Title: Special Services Section Chief
Email Address: Allison.gordon@dwd.wisconsin.gov Phone Number: (608) 261-0079

Attachment 3 Standard Terms and Conditions Request

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing

construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a

state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State

Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control

and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party

Attachment 4

The Department of Workforce Development agrees to modify the following paragraphs of the Standard Terms and Conditions. These modifications become part of the Contract (Agreement).

17. Assignment: No right or duty in whole or part of the contractor under this contract may be assigned or delegated, except to the National Student Clearing House Research Center without the prior consent of the State of Wisconsin.

27.1. Struck in its entirety.

32.0 Hold Harmless: It is understood by both parties that the contractor only indemnifies for its own negligence or misconduct, and not for any portion of any claim, loss or damage arising hereunder that is found to be due to the negligent act(s) of, or a failure to act by, Wisconsin Department of Workforce Development.