



StudentTracker Agreement for Outreach Programs (Agreement)

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 workforce program ("Program") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

OUTREACH PROGRAM

Ricardo D. Torres

2/16/2024

Cheryl Fuller

2/19/2024

Signature

Date

Signature

Date

Ricardo D. Torres

Name

Cheryl Fuller

Name

CEO and President

Title

Vocational Rehabilitation Division Director

Title

Please return agreement and payment to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 220
Herndon, VA 20171

Fax: 703-742-4234

Email: contracts@studentclearinghouse.org

Texas Workforce Commission-Vocational Rehabilitation
Division
101 East 15th Street, Ste 504T
Austin, TX 78778

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, Texas Workforce Commission (TWC), a Texas state agency, and the the Vocational Rehabilitation Program that operates as part of TWC (collectively, the "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 as provided in Attachment 3. Program wishes to obtain this data in order to evaluate its program and improve service delivery. Program will append educational data received from Clearinghouse to individual records maintained by the Program and will release information provided by Clearinghouse as part of that record in accordance with relevant laws and the confidentiality provisions of 34 CFR Part 361 and 34 CFR Part 99, including, but not limited to, releases of data in response to a request from law enforcement, a subpoena, or as part of aggregated data made available by the Program pursuant to TWC policies and practices. Any release of this information provided without the data subject's consent, other than releases to the data subject, if identifiable, will be made in compliance with applicable laws and regulations. Clearinghouse will maintain information provided in the Request Files in accordance with relevant laws and the confidentiality provisions of 34 CFR Part 361 and 34 CFR Part 99 and will not be re-released to any entity without an allowable justification or the express written consent of the identified individual.
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: For the purpose of completing mandatory reports and performing evaluations required by Workforce Innovation Opportunity Act; for internal use by the Program; as well as for reporting aggregate data to the U.S. Department of Labor, U.S. Department of Health and Human Services, U.S. Department of Agriculture and the U.S. Department of Education. In addition to these federal agencies, data that includes both aggregate and identifiable data provided by the Clearinghouse may be disclosed to Texas Health and Human Services Commission, the Texas Education Agency, and the Texas Higher Education Coordinating Board to accomplish joint objectives described in the laws of the State of Texas.
 - b. Except as provided above, TWC and the Program may not, under any circumstances, re-release data provided by the Clearinghouse on individual students for the purpose of educational, employment, or similar verification, or aggregate totals of students attending specific postsecondary institutions, without the Clearinghouse's express written permission and payment of any additional fees that may be required. The data, in aggregate form, may be used in conjunction with other

collected data and shared with funding entities; published on the Program's websites; in higher education and research journals, or papers; or presented in higher education or research forums.

- c. 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.
- d. RESERVED
- e. The Clearinghouse will never release or confirm Social Security Numbers, but may mirror the input provided by Program. If provided by Program, the Clearinghouse may use Social Security Numbers for the purpose of matching records. If Program elects to submit Social Security Numbers to the Clearinghouse, Program agrees it shall always obtain the student's signed and dated written consent allowing the school to release the specified degree information to the Program. The Program will provide the Clearinghouse a sample consent form prior to providing the Clearinghouse with Social Security Numbers for the purpose of matching records. The Program agrees that so long as this Agreement remains in effect it will maintain each student's written consent to release the requested information in a medium that may be retrieved in a recognizable form for two years from the date of the consent and will provide a copy of such consent to the Clearinghouse upon request. The Program agrees further that it will provide the Clearinghouse with a copy of every remaining consent to release information upon termination of this Agreement if requested by the Clearinghouse.

The Program understands that it is solely responsible for ensuring that its consent form meets FERPA requirements for consent to release of education records. In the absence of proof of consent, the Clearinghouse will release to the Program only unblocked directory information, as defined in FERPA.

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 described in Attachment 3. 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 or for the purposes detailed in Section 3.a-b.

- g. 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.
 - h. Both parties understand that the purpose of this study includes a longitudinal evaluation of the outcomes of Program initiatives, and as such there is no firm end date for the studies. Clearinghouse acknowledges that TWC maintains a database used for research purposes, including longitudinal studies, and that information obtained from Clearinghouse and appended to customer files will be maintained in that database. These records will be retained and subsequently destroyed in accordance with the policies and procedures applicable to the individual records and that database, including the record retention schedules dictated by the [Texas State Library and Archives Commission](#).
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 unless related to the intentional acts or omissions of Clearinghouse. As a governmental entity organized under the laws of Texas, Program will not be liable for any incidental, indirect, special, or consequential damages under contract, Tort, (including negligence), or other legal theory. Program's liability to Clearinghouse and its officers, agents, employees, representatives, contractors, assignees, and/or designees under the Agreement will not exceed the total charges to be paid by Program to Clearinghouse under the Agreement.
- a. CLEARINGHOUSE SHALL INDEMNIFY AND HOLD HARMLESS PROGRAM, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY INTENTIONAL ACTS OR OMISSIONS OF CLEARINGHOUSE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY CLEARINGHOUSE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CLEARINGHOUSE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CLEARINGHOUSE AND PROGRAM AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

5. In consideration of the services provided by the Clearinghouse under this Agreement, the Program agrees to pay the Clearinghouse a fee corresponding with the subscription level utilized by Program in accordance with the StudentTracker for Outreach Programs Pricing Schedule (Pricing Schedule) provided in Attachment 1 for the first year of service and agrees to pay the Clearinghouse the annual fee in accordance with the Pricing Schedule for the subscription level utilized by Program, until this Agreement expires or is terminated by either party in accordance with Section 10 of this Agreement. Response Files will not be released until payment is made.
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 not assign this Agreement to a successor or wholly owned subsidiary without consent of Program, which Program will not unreasonably withhold, and shall provide the Program at least sixty (60) days advance notice of any assignment, and require any assignee to abide by all the terms of this Agreement.
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. RESERVED
9. The Clearinghouse will comply with the requirements of Texas Business and Commerce Code, Chapter 521 relating to the Unauthorized Use of Identifying Information. The Clearinghouse shall provide the Program the notice described in Texas Business Commerce Code Section 521.053(c) within twenty-four (24) hours of discovering a breach if Sensitive Personal Information provided by the Program was acquired or is reasonably believed to have been acquired by an Unauthorized Person. The Clearinghouse shall provide notice to the Chief Information Security Officer via email sent to ciso@twc.texas.gov. The Clearinghouse agrees to take all necessary steps and pay all expenses to comply with the requirements of Texas Business Commerce Code, Chapter 521 to address and remediate any breach of the information provided by the Program to the Clearinghouse. For the purpose of this provision, the defined terms in this provision have the meaning as follows:
 - a. Sensitive Personal Information means an individual's first name or first initial and last name in combination with any one or more of the following item: (i) social security number; (ii) driver's license or other government-issued identification number; (iii) date of birth; or (iv) information that identifies the individual's physical or mental health or provision of health care to the individual.
 - b. Unauthorized Person means any person accessing or copying Sensitive Personal Information for an unauthorized use or purpose, including access by a Clearinghouse employee or agent beyond the scope of access granted to fulfill this Agreement.
10. Term and Termination.
 - a. Term. This Agreement shall begin on the date of last signature for one year. This Agreement may renew on its own terms for four (4) successive one- (1-) year renewal periods unless sooner terminated by the parties in accordance with the provisions in Section 10.b below.
 - b. Termination.
 - i. This Agreement shall not be construed as creating a debt on behalf of Program in violation of Texas Constitution Article III, § 49a. Clearinghouse understands that all obligations of Program under the Agreement are subject to the availability of state funds.
 - ii. Termination for Cause: Program may immediately terminate this Agreement and/or any PO issued under it, in whole or in part, without recourse or penalty, for breach of contract by the Clearinghouse.
 - iii. Termination for Convenience: Program may terminate this Agreement and/or any PO issued under it, in whole or in part, without cost or penalty, by providing thirty (30) days' advance written notice, if Program determines that such termination is in the best interest of the state.
 - iv. In the event of such termination under 10.b.ii or 10.b.iii, Clearinghouse must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Program and the State of Texas shall be liable for payments limited only to the portion of work Program expressly authorized in writing and which Clearinghouse has completed, delivered to Program, and which has been accepted by Program in

writing. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Program and the State of Texas shall have no other liability, including no liability for any costs associated with the termination.

11. Audit.

- a. **Program's Right to Audit:** Clearinghouse and any subcontractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to this contract, including but not limited to work papers, reports, books, records, and supporting documents. Clearinghouse and any subcontractors shall provide Program with any information that Program deems relevant to any investigation or audit. Clearinghouse must retain all work and other supporting documents pertaining to this Agreement, for the purposes of inspecting, monitoring, auditing, or evaluating by Program. For the purpose of this section, Program's right to audit extends to any agency of the Federal government or State of Texas authorized by law or Program, including an investigation or audit by the State Auditor or the Comptroller General of the United States.
- b. **Texas State Auditor.** Pursuant to Texas Government Code §2262.154, the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Clearinghouse and any subcontractor shall cooperate with any authorized agents of the State of Texas and shall provide them with reasonably prompt access to all requested information and materials. Clearinghouse's failure to comply with this Section shall constitute a material breach of contract and shall authorize Program and the State of Texas to immediately assess appropriate damages for such failure.

Clearinghouse shall ensure that this provision concerning the State's authority to audit funds received indirectly by subcontractors through Clearinghouse and the requirement to cooperate is included in any subcontract it awards.

12. **Dispute Resolution Procedures.** Disputes arising under this Agreement shall be resolved in accordance with the dispute resolution process provided in Texas Government Code Chapter 2260.
13. **Governing Law and Venue.** This Agreement shall be governed, construed, and interpreted under Texas law, without regard to the conflicts of law provisions. Clearinghouse agrees that proper venue for a claim arising under this Agreement shall be brought in a court of competent jurisdiction in Travis County, Texas after the Dispute Resolution Procedures in Section 12 of this Agreement are exhausted or if that provision is not applicable to the claim.
14. **No Waiver.** Nothing in this Agreement shall be construed as a waiver of Program's or the State's sovereign immunity. The Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Program or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Program or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Program does not waive any privileges, rights, defenses, or immunities available to Program by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.
15. Both parties agree to provide all notices under this Agreement to the appropriate contact listed in Attachment 2 for Program and to the signatories as listed in the Preamble for Clearinghouse, unless otherwise instructed in writing.

Enclosures:

- Attachment 1, StudentTracker for Outreach Programs Pricing Schedule
- Attachment 2, StudentTracker Program Contact List
- Attachment 3, Creating StudentTracker® Non-Consent Based Request Files Using Excel

**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: \$595 per year

- Data File Limit: 12 submissions
- Annual Record Limit: 5,000 records
- Maximum Web User Accounts: 5 users

Medium Program: \$1,000 per year

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

Large Program: \$2,500 per year

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

Attachment 2**STUDENT TRACKER**
CONTACT LIST

Organization Name: Texas Workforce Commission

Executive Contact**Name: Cheryl Fuller Title: Vocational Rehabilitation Division DirectorEmail Address: cheryl.fuller@twc.texas.gov Phone Number: 512-936-3701Billing Contact**

(Person to receive billing invoice)

Name: APPO Title: Accounts PayableBilling Address: 101 East 15th Street, RM 446, Austin, Texas 78778-0001Email Address: appo@twc.texas.gov Phone Number: 800-628-5115

Secondary Billing Contact

Name: Bree Slubar Title: Contract ManagerBilling Address: 101 East 15th Street, RM 446, Austin, Texas 78778-0001Email Address: bree.slubar@twc.texas.gov Phone Number: (737)400-5457***Technical Contact(s)**

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

Name: Elsa Y. Perez Title: Program Manager for Business SystemsEmail Address: elsa.perez@twc.texas.gov Phone Number: 512-936-3757

*Additional Point of Contact

Name: Bree Slubar Title: Contract Manager

Email Address: bree.slubar@twc.texas.gov Phone Number: (737) 400-5457

Chief Information Security Officer

Lance Leatherwood, CISSP ^{(ISC)²}
Chief Information Security Officer
ciso@twc.texas.gov
Texas Workforce Commission
101 E. 15th Street, RM 0330B
(737) 285-3377

With a copy to:

Privacy Officer
risk.securitymanagement@twc.texas.gov

and

Privacy Advisor
privacy.advisor@twc.texas.gov

ATTACHMENT 3



National Student
Clearinghouse[®]

**Creating StudentTracker[®] Non-Consent
Based Request Files Using Excel**

JUNE 23, 2021



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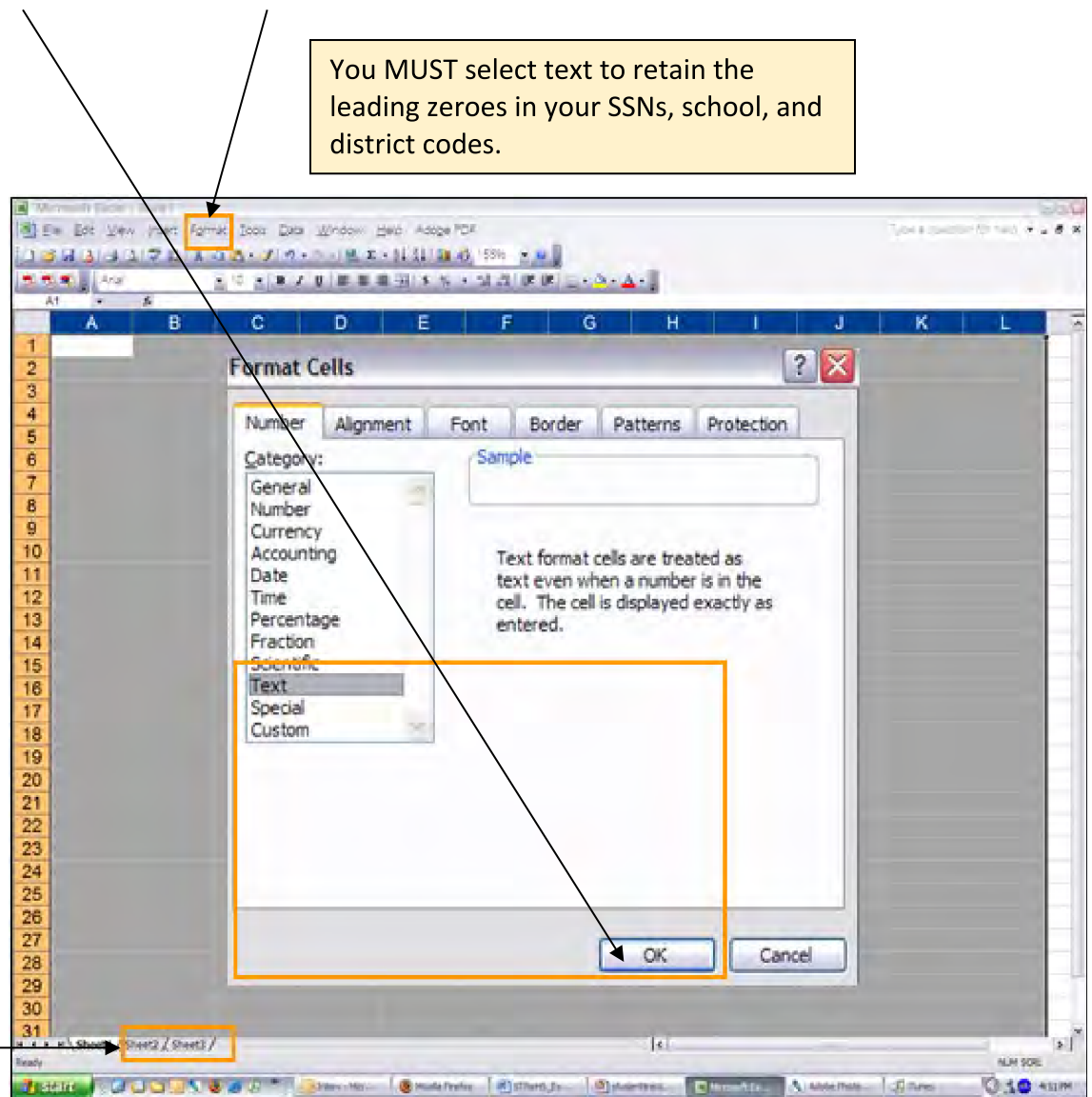
Creating StudentTracker Research Files in Flat File Format

This guide will help you use Excel to format your StudentTracker graduates' files. If you have questions or need assistance, contact studenttracker@studentclearinghouse.org.

STEP 1: FORMAT COLUMNS A-L

- Open a new Excel spreadsheet and highlight columns A through L (columns will appear shaded).
- Under the "Format" menu, select "Cells."
- On the number tab of the "Format Cells" window, select "Text" and click "OK."

You MUST select text to retain the leading zeroes in your SSNs, school, and district codes.



Delete extra worksheet tabs by right clicking each tab and selecting "Delete" from the menu.



STEP 2: ENTER DETAIL RECORDS FOR COLUMNS A-L BEGINNING IN ROW 2

Each student's information should be entered in its own row. Columns marked with an asterisk (*) are required.

- Column A = D1*
- Column B = leave blank
- Column C = First Name*
- Column D = Middle Initial (no periods)
- Column E = Last Name*
- Column F = Name Suffix (use letters not numbers, e.g., Jr, I, II, III, IV, V)
- Column G = Date of Birth in YYYYMMDD format*
IMPORTANT: Not required, but you are strongly encouraged to submit this data element as the omission could impact your match rate.
- Column H = Search begin date in YYYYMMDD format*
- Column I = leave blank
- Column J = leave blank
- Column K = 00
- Column L = Requestor Return Field.

Freeform field that allows you to enter values that are important to your institution for performing additional analysis. We suggest using an underscore to separate values. Do **not** use quotes, commas, or periods. Data is returned in the Student Detail report. Note: Alpha characters are returned as capitalized letters.

	A	B	C	D	E	F	G	H	I	J	K	L
2	D1		Susie	A	Jones		19870605	20060907			00	
3	D1		Jonathan		Kim	Jr	19880803	20060914			00	
4	D1		Megan	B	Langley		19880314	20060901			00	

Max. Characters Allowed:

A	B	C	D	E	F	G	H	I	J	K	L
2		20	1	20	5	8	8			2	50

Annotations: Leave Blank (B, I, J), Middle Initial (D), First Name (C), Last Name (E), Suffix (F), DOB (G), Search Begin Date (H), Return Field (L).

IMPORTANT

Do NOT use quotes, commas, or periods in any field.

STEP 3: ENTER HEADER ROW COLUMNS A-G IN ROW 1

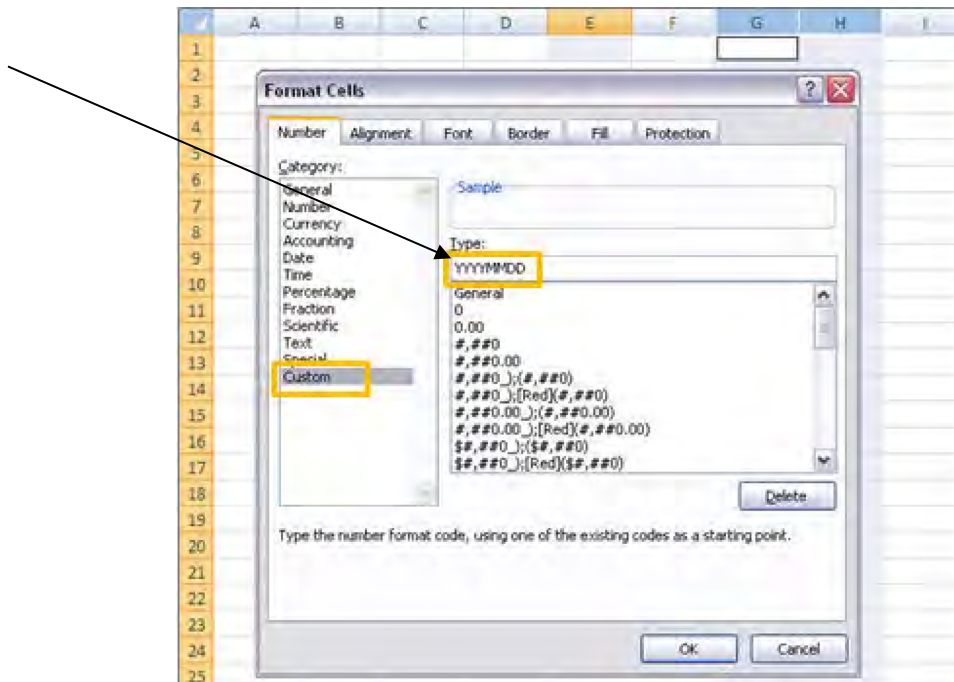
Insert a row above the detail records

- Column A = H1
- Column B = Account Number
- Column C = 00
- Column D = Organization Name
- Column E = File creation date in YYYYMMDD format
- Column F = Inquiry purpose = DA
- Column G = S

	A	B	C	D	E	F	G
1	H1	123456	00	Educational Organization Name	20100201	DA	S
Max. Characters Allowed:	2 characters	6 characters		40 characters	8 characters	2 characters	1 character

STEP 4: FORMAT CELL E1 & COLUMNS G-H

- Select cell E1 and columns G-H (hold down the control key to make multiple selections).
- Under the “Format” menu, select “Cells.”
- Select “Custom” on the number tab.
- In the “Type” field, enter YYYYMMDD and click “OK.”





STEP 5: ENTER TRAILER RECORD IN THE LAST ROW

- Column A = T1
- Column B = Row number of the trailer record (you must place the trailer record in the row immediately following the last student data record row)
- Column C-L = Blank

	A	B	C	D	E	F	G	H	I	J	K	L
5	T1	5										

Max. 2 8
 Characters characters characters
 Allowed:

STEP 6: SAVE YOUR FILE

- In the File menu on the main toolbar, select "Save As."
- On the "Save As" window, select the drive and/or directory where you would like to save the file.
- Enter a file name (your 6-digit entity code used in Row 1 Column B should be part of the file name).
- Select "Text (Tab delimited)" from the Save as Type drop-down menu.
- Click "Save." Your file will be saved as a text tab-delimited file in the location you selected.

IMPORTANT

Do NOT use these characters in your file name: ! @ # \$ % ^ & * () +
You can use underscores.

STEP 7: SUBMIT YOUR FILE

- Go to <https://ftps.nslc.org/> to transmit your file to the Clearinghouse via your Secure FTP account.

If you do not have a Secure FTP account, email us at studenttracker@studentclearinghouse.org.

IMPORTANT

Do NOT email your files. This is not a secure method of transferring data.