



Education Verification and Authentication Services SOW

This Statement of Work ("SOW") is effective as of the date it is signed by both parties and adopts and incorporates by reference the terms and conditions of the Master Service Agreement ("MSA"), between the National Student Clearinghouse, (the "Clearinghouse") and Las Positas College, (the "Institution"), as it may be amended from time to time. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the MSA.

1. Defined Terms. For purposes of this SOW, the following terms shall have the following meanings:
"Authorized Requestor" means a third party, and entities acting on behalf of such third parties, that (1) has received an express or implied representation from an individual claiming to have a certain Education Status concerning the Institution or (2) is seeking only Directory Information regarding a Student.
"Education Status" means a certain characteristic attributable to a Student according to the Education Record Files submitted to the Clearinghouse by the Institution.
"Surcharge" means an additional fee or payment charged to the Authorized Requestor by the Clearinghouse.
2. The Institution hereby instructs the Clearinghouse to use the Education Records provided by the Institution in its Education Record File(s) to respond to requests submitted by Authorized Requestors on the Institution's behalf. The Clearinghouse will only respond to requests from Authorized Requestors that have, or are acting on behalf of a third party that has, a direct relationship with the student, including Authorized Requestors from whom the student is receiving or has applied to receive products or services.
3. The Clearinghouse will only disclose Education Records in compliance with the requirements of applicable federal, state, and international law, including but not limited to FERPA, and will obtain, or require the Authorized Requestor under a written contract to obtain a signed and dated written consent of the Student if necessary under applicable law. The Clearinghouse will only return Directory Information in response to a request submitted by the Authorized Requestor unless the Authorized Requestor has obtained the signed and dated written consent of the Student, pursuant to FERPA or other applicable data privacy laws, rules, or regulations; allowing the Clearinghouse to match using Social Security number or to provide Non-Directory Information. Authorized Requestors must agree in writing to not use any portion of an Education Record received from the Clearinghouse in a manner that will restrict any Student's access to any product, service, or employment that the Student would otherwise be eligible for.
4. During the term of this SOW, the Institution will refer all Authorized Requestors to the Clearinghouse for the Clearinghouse to respond to on behalf of the Institution.
5. The Institution may elect to impose a Surcharge, pursuant to the terms of the "Verification Surcharge" form, on certain services performed by the Clearinghouse on behalf of the Institution under this SOW that the Clearinghouse has deemed eligible for surcharges.

6. Unless previously terminated according to the MSA, this SOW is effective as of the date it is signed by both parties and remains in full force and effect until terminated pursuant to this Section. Either party may terminate this SOW at any time by providing 60 days' prior written notice of termination to the other party. Termination of this SOW may necessarily terminate other SOWs under the MSA if the other SOWs rely upon the accuracy of data received by the Clearinghouse pursuant to this Service.

Chabot-Las Positas Community College District, Las Positas College

By: _____

Name: Doug Roberts

Title: Vice Chancellor of Business Services

Date: _____

National Student Clearinghouse

By: _____

Name: Ricardo Torres

Title: President & CEO

Date: _____

Your Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

William Garcia	Vice President, Student Services
_____ Name (please type)	_____ Title
925.424.1405	wgarcia@laspositascollege.edu
_____ Telephone	_____ Email