



**StudentTracker for Colleges and Universities 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.

Service Selection:

<b>Service</b>	<b>Yes or No</b>
Standard	Yes
Premium	No

1. **Defined Terms.** For purposes of this SOW, the following terms shall have the following meanings:
  - "Analysis Ready Report"** means a wide-file report that shows abridged outcomes based on the standard StudentTracker for Colleges and Universities Response File. The report provides enrollment and outcome data for up to 8 academic years (contingent upon search date used), and cumulative enrollment and outcome data.
  - "Education Program"** means any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.
  - "Institutional Signature and Snapshot Reports"** means institutional level reports including the data elements of national Signature and Snapshot Reports.
  - "Pilot Features"** means the Clearinghouse services or functionalities that are designated as a pilot, beta, trial, evaluation, or by a similar description and which may be made available to Institution to elect at no additional charge.
  - "Premium Features"** means any additional features, beyond the basic functionality of submitting Request Files and receiving Response Files, which the Clearinghouse offers under this SOW that the Institution elects to receive. Premium Features do not include any Pilot Features.
  - "Request Files"** means a list of current or former students or applicants for admission, siblings, and the parents or legal guardians of applicants for admission that the Institution submits to the Clearinghouse in order to obtain data on the enrollment and academic achievements of these individuals at other postsecondary institutions.
  - "Response Files"** means the file produced by the Clearinghouse in response to a Request File of all enrollment or academic achievement information in its possession that it is authorized to release pertaining to the individuals included in the associated Request File.
  - "Signature and Snapshot Reports"** means annual, national reports that the National Student

Clearinghouse Research Center releases to the public. The national Signature and Snapshot Reports examine national enrollment and completion trends as well as look at national transfer and retention data.

2. The Institution agrees to submit Request Files and the Clearinghouse agrees to return Response Files for the purpose of enabling the Institution to perform a longitudinal evaluation of its education programs, improve instruction, and gain insights into students and applicants. The Clearinghouse may, at its sole discretion, choose not to incorporate data elements which the Institution does not provide to the Clearinghouse regarding its Students.
3. The Institution will submit the Request Files electronically and will include data elements and a configuration as is reasonably required by the Clearinghouse. Alternatively, by following procedures reasonably required by the Clearinghouse, the Institution may go on-line to a Clearinghouse website to query the enrollment and academic achievements of individuals at other postsecondary institutions.
4. If the Institution elects to receive Premium Features under this SOW, subject to the limitations in this paragraph, the Clearinghouse shall provide the following Premium Features to the Institution:
  - a. Premium Reports – Analysis Ready Reports and Institutional Signature and Snapshot Reports.
  - b. Request File Re-run Capability – Functionality that allows Institution to re-run request files previously submitted. Files can be re-run up to 4 times in a one-year period and will be available for up to 8 years.
  - c. Data Visualization – Graphical presentation of aggregated information based on pre-defined attributes. The features will contain multiple views and will have specific provisions to exclude individually identifiable information when limited datasets are available.
5. Any aggregated elements of the Premium Features may be inferred and collected from other sources when not provided by the Institution.
6. The Institution hereby authorizes the Clearinghouse to share the Response Files and Premium Reports generated under this SOW with its governing system of institutions office and/or main campus office, to the extent that such system of institutions office and/or main campus office exists. Institution also authorizes the Clearinghouse to share PII specifically related to a branch or satellite campus of the Institution and aggregate totals from the Response Files or Premium Reports with any branch or satellite campus that report to it.
7. In consideration of the services provided by the Clearinghouse under this SOW, Institution agrees to pay the Clearinghouse a fee in accordance with the applicable StudentTracker Fee Schedule (“Fee Schedule”), either for Standard or Premium. The Fee Schedule is and shall be available online at the Fee Schedule for Colleges & Universities page of the Clearinghouse website. The Clearinghouse agrees to provide the Institution with ninety (90) days’ prior written or electronic notice of any increase in the fee for this service. The Institution agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse.

8. Pilot Features.
  - a. From time to time, the Clearinghouse may make Pilot Features available to Institution. Institution may elect such Pilot Features in its sole discretion. Pilot Features are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. All Clearinghouse restrictions, disclaimers, and Institution's obligations as described in the SOW shall apply equally to Institution's use of Pilot Features.
  - b. Institution shall not disclose to any person or entity, except those employees of Institution with a business need-to-know, that any Pilot Features offered to it under this SOW, are available from the Clearinghouse, or whether it chose to participate in any Pilot Features until the conclusion of the respective Pilot Features Trial Period, as described herein. A Pilot Features Trial Period will expire upon the earlier of a termination date determined solely by the Clearinghouse or the date that a version of the Pilot Features becomes generally available without the applicable Pilot Features designation.
  - c. The Clearinghouse may discontinue Pilot Features at any time in its sole discretion and is under no obligation to make them generally available. After the conclusion of the Pilot Features Trial Period, Institution will be invoiced in accordance with the Clearinghouse's published Fee Schedule unless Institution gives the Clearinghouse thirty (30) days' notice prior to the end of the Pilot Features Trial Period that it wishes to terminate its receipt of Pilot Features at the conclusion of the Pilot Features Trial Period.
9. Institution agrees that, on an annual basis, it will review the need for data received under this SOW and destroy all personally identifiable information received from Clearinghouse when the data is no longer needed to achieve this SOW's purposes.
10. The Institution agrees to adhere to the following requirements as a condition of its eligibility to use the StudentTracker Service:
  - a. Institution has an active Enrollment and Education Financial Industry Reporting SOW under this MSA;
  - b. Programming data block indicators ("DBIs") for all current data submissions and submission of historical DBIs for all students for whom the Institution submitted enrollment data to the Clearinghouse prior to programming DBIs for current data submissions; and
  - c. Remaining in active status for purposes of data submissions under the MSA.If the Institution, or any of its Affiliates, ceases to fulfill each of the eligibility requirements above, this SOW is suspended with respect to StudentTracker requests related to that Institution or Affiliate, until the requirements are met.
11. 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.

<u>Rajinder Samra</u>	<u>Director, Institutional Research &amp; Planning</u>
Name (please type)	Title
<u>(925) 424-1027</u>	<u><a href="mailto:rsamra@laspositascollege.edu">rsamra@laspositascollege.edu</a></u>
Telephone	Email