



StudentTracker Premium Agreement For Postsecondary Educational Institutions

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia (“Clearinghouse”) and the undersigned educational institution or entity representing one or more educational institutions (“Institutional Requestor”) agree as follows:

1. The Clearinghouse provides a central repository for student enrollment data for postsecondary educational institutions that have appointed the Clearinghouse as their School Official for purposes of reporting the enrollment status of their students under Federal student loan programs in accordance with the Core Service Agreement. Postsecondary educational institutions that have entered into the Core Service Agreement with the Clearinghouse are eligible to enter into this StudentTracker Premium Agreement (“Agreement”) as “Institutional Requestors.” In accordance with the Core Service Agreement, Institutional Requestor has appointed the Clearinghouse its School Official for purposes of reporting student enrollment information to participants in the student loan programs and to other authorized requestors and to retain and release information received from Institutional Requestor that is in aggregate or statistical form and that does not contain Social Security Numbers or other personally identifiable information. The Clearinghouse also acts as a central repository for the verification of degrees awarded by educational institutions that have appointed the Clearinghouse as their School Official for purposes of reporting academic achievements of their alumni to eligible third parties. Institutional Requestor acknowledges that it benefits from providing enrollment records and/or other student data to the Clearinghouse as a member of the data collective. The provision of this data is crucial to the Clearinghouse’s provision of this central repository, without which the StudentTracker service would not be possible.
2. The Institutional Requestor may submit lists of its current or former students, applicants for admission who did not enroll and attend as students, and the parents or legal guardians of applicants for admission (“StudentTracker Request Files”), in order to obtain data on the enrollment and academic achievements of these individuals at other postsecondary institutions prior to, concurrently with, or subsequent to the individual's enrollment or application with the Institutional Requestor. Institutional Requestor wishes to obtain this data in order to evaluate its programs and improve instruction. Institutional Requestor’s research will be ongoing in order to provide a longitudinal study on student outcomes. The Institutional Requestor agrees that it will submit its StudentTracker Request Files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Alternatively, the Institutional Requestor may query StudentTracker on-line for these purposes following procedures reasonably required by the Clearinghouse.
3. The Clearinghouse will promptly compare a StudentTracker Request File with its enrollment database and report to the Institutional Requestor, subject to the eligibility requirements outlined in this Agreement, data on the enrollment and academic achievements of students that were provided to the Clearinghouse by other postsecondary institutions. Institutional Requestor will also receive StudentTracker Premium Features in order to streamline their view of the data contained in StudentTracker reports, improve efficiency in rerunning Request Files, and/or view an institution’s own Signature and Snapshot Reports to compare against the national reports publically released by the Clearinghouse (“StudentTracker Premium Features”).

4. The Clearinghouse may, at its sole discretion, choose not to incorporate data elements into any StudentTracker Premium Features, which Institutional Requestor does not provide to the Clearinghouse under its Core Services Agreement or this Agreement. Data elements aggregated under StudentTracker Premium Features may, however, be inferred and collected from other sources when not provided by Institutional Requestor. Subject to the limitations in paragraph 5 herein, the Clearinghouse shall provide the following StudentTracker Premium Features to Institutional Requestor:
 - a. Analysis Ready – A wide-file report that shows abridged outcomes based on the traditional StudentTracker Colleges and Universities Detail Report. The report provides enrollment and outcome data for up to 8 academic years (contingent upon search date used), and Cumulative enrollment and outcome data.
 - b. Request File Re-run Capability – Functionality that allows Institutional Requestor’s 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. Institutional Signature and Snapshot Reports – Institutional level reports for various Signature and Snapshot reports that are published at the national level by the National Student Clearinghouse Research Center. The national Signature and Snapshot Reports examine national enrollment and completion trends as well as look at national transfer and retention data.
 - d. 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. Institutional Requestor hereby authorizes the Clearinghouse to share its reports generated under the Agreement 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. Institutional Requestor also authorizes the Clearinghouse to share personally identifiable information specifically related to a branch or satellite campus of the Institutional Requestor and aggregate totals generated under the StudentTracker Agreement with any branch or satellite campus that report to it.
6. In consideration of the services provided by the Clearinghouse under this Agreement, Institutional Requestor agrees to pay the Clearinghouse a fee in accordance with StudentTracker Fee Schedules (“Fee Schedule”). 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 Institutional Requestor with ninety (90) days prior written or electronic notice of any increase in the fee for this service. The Institutional Requestor agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse.
7. Pilot Features.
 - a. From time to time, the Clearinghouse may make Pilot Features available to Institutional Requestor at no charge. “Pilot Features” are those 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 Institutional Requestor to elect at no additional charge. Institutional Requestor 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. Pilot Features are not considered StudentTracker Premium Features under this Agreement. All Clearinghouse restrictions, disclaimers, and Institutional Requestor’s obligations as described in the Agreement shall apply equally to Institutional Requestor’s use of Pilot Features.
 - b. Institutional Requestor shall not disclose to any person or entity, except those employees of Institutional Requestor with a business need-to-know, that any Pilot Features offered to it under this Agreement, 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, Institutional Requestor will be invoiced in accordance with the Clearinghouse's published Fee Schedule unless Institutional Requestor 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.
8. 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 Institutional Requestor is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the Institutional Requestor in using StudentTracker that may give rise to FERPA violations. Both the Clearinghouse and the Institutional Requestor 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.
9. Institutional Requestor agrees that it shall not use data provided by the Clearinghouse for any purpose not authorized by this Agreement. Institutional Requestor will not re-disclose any personally-identifiable information or institutionally-identifiable information received from the Clearinghouse without a signed and dated authorization from the Clearinghouse, except that Institutional Requestor may release aggregate information pertaining to its own institution without obtaining the Clearinghouse's authorization. Institutional Requestor retains full ownership rights to the information in the education records it provides to the Clearinghouse. The parties agree that the Clearinghouse relies solely on the information it receives from postsecondary institutions regarding their education records, including Institutional Requestor, and that the Clearinghouse is not responsible for any errors, inaccuracies, or omissions by Institutional Requestor or other postsecondary institutions. Upon termination of the Agreement, the Clearinghouse will discontinue use of any education records that have been provided to it under the Agreement by Institutional Requestor.
10. Both parties understand that the purpose of this study includes a longitudinal evaluation of the outcomes of Institutional Requestor's programs, and as such there is no firm end date for the study. Institutional Requestor 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.
11. In the event the Institutional Requestor 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 Institutional Requestor 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 Institutional Requestor 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.
12. If the Institutional Requestor at any time elects to use the Clearinghouse Secure Web Service rather than a batch process to submit files, the Institutional requestor will appoint an individual to act as the Institutional Requestor's User Administrator. Such User Administrator will have the authority to authorize additional users on behalf of the Institutional Requestor and to obtain a user name and password for users on behalf of

the Institutional Requestor (“Authorized Personnel”). All Authorized Personnel will be required to agree to terms of use on initial log in to ensure the security and integrity of the system.

- a. The Institutional Requestor agrees to take reasonable steps to ensure that Authorized Personnel do not share their user names and passwords with other individuals or entities. The Institutional Requestor agrees further to contact the Clearinghouse immediately to cancel the user names and passwords assigned to personnel who are no longer authorized to obtain access to the Clearinghouse’s secure Web site.
 - b. The Institutional Requestor agrees to designate appropriate access types for Authorized Personnel in accordance with their official and actual institutional responsibilities and to ensure that they use the Clearinghouse’s secure Web site only for the purposes specified by the access type selected for use.
 - c. The Institutional Requestor understands and agrees that the Clearinghouse monitors the use of its secure Web site to help ensure that Authorized Personnel use access types solely for their specified purposes. The Institutional Requestor agrees further that the Clearinghouse may send a copy of any completed Secure Web Service Agreement to the primary contact designated in this Agreement and/or the signatory to its Core Service Agreement.
13. If the Institutional Requestor represents one or more educational institutions (“Affiliates”), all representations, conditions and terms outlined in this Agreement apply to each Affiliate. The Institutional Requestor agrees to submit a listing of Affiliates, if any, attached to this Agreement upon execution and return of the Agreement to the Clearinghouse.
14. The Institutional Requestor and each of its Affiliates, if any, agree to adhere to the following requirements as a condition of their eligibility to use StudentTracker:
- a. Execution of Core Service Agreement;
 - b. Programming data block indicators (“DBIs”) for all current data submissions and submission of historical DBIs for all students for whom the Institutional Requestor 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 Core Service Agreement.

If the Institutional Requestor, or any of its Affiliates, ceases to fulfill each of the eligibility requirements above, this Agreement is suspended with respect to StudentTracker requests related to that Institutional Requestor or Affiliate, until the requirements are met.

To be eligible to receive information on the degrees and academic achievements of students at other institutions, the Institutional Requestor and its Affiliates, if any, must be participants in the Clearinghouse’s degree verification service. If the Institutional Requestor, or any of its Affiliates, is not or ceases to be a participant in the Clearinghouse’s degree verification service, no degree data will be included in StudentTracker response files with respect to the non-participating Institutional Requestor or Affiliate.

10. The Institutional Requestor 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.
11. The Institutional Requestor agrees to provide all notices to the Clearinghouse under this Agreement to:
- National Student Clearinghouse
 - 2300 Dulles Station Boulevard, Suite 220
 - Herndon, VA 20171
 - Attn: Contracts Manager
 - Electronically: contracts@studentclearinghouse.org
 - Fax: 703-742-4234

12. The Clearinghouse agrees to provide all notices under this Agreement to the Institutional Requestor to the signatory and address below unless otherwise instructed in writing by the Institutional Requestor. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to StudentTracker unless otherwise instructed in writing by the Institutional Requestor.
13. Each party hereby represents and warrants to the other party that (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (b) this Agreement has been executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. 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.
14. 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.

NATIONAL STUDENT
CLEARINGHOUSE

Signature

Ricardo D. Torres

Print Name

President

Title

Date

www.studentclearinghouse.org

Imperial Valley College

Institution

00121400

OPEID (leave blank if unknown)

Signature

Dr. Victor M. Jaime

Print Name

Superintendent/President

Title

380 E. Aten Road

Street Address

Imperial, CA 92251

City/State/Zip

760-355-6219

Telephone

victor.jaime@imperial.edu

Email

4/26/18

Date

STUDENT TRACKER FOR COLLEGES & UNIVERSITIES
CONTACT LIST

Institution Name: Imperial Valley College

***Primary Contact**

(Primary point of contact other than signee)

Name: Jose Carrillo Title: Director of Institutional Research

Email Address: jose.carrillo@imperial.edu Phone Number: 760-355-6487

***Billing Contact**

(Person to receive billing invoice)

Name: Jose Carrillo Title: Director of Institutional Research

Billing Address: 380 E. Aten Road, Imperial, CA 92251

Email Address: jose.carrillo@imperial.edu Phone Number: 760-355-6487

***Technical Contact(s)**

(Person(s) responsible for creating, sending and/or receiving data files)

Name: Jose Carrillo Title: Director of Institutional Research

Email Address: jose.carrillo@imperial.edu Phone Number: 760-355-6487

Name: Oliver Zambrano Title: Research Analyst

Email Address: oliver.zambrano@imperial.edu Phone Number: 760-355-6130

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

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