

BOARD MEETING DATE: November 19, 2024

ITEM NO: VI-B

RECOMMEND THAT the District Board of Trustees approves North Florida College's agreement with the National Student Clearinghouse for their new Financial Value Transparency/Gainful Employment reporting tool.

THIS RECOMMENDATION would allow NFC free service/reporting tool as an add-on and amendment to the College's master Clearinghouse agreement previously approved by the BOT. The College used Clearinghouse in years past for gainful employment reporting before it was no longer available. NFC staff believe this new reporting solution made available by the National Student Clearinghouse would be helpful for meeting the new federal reporting requirements related to financial transparency and gainful employment. This agreement has been reviewed and approved by the NFC Board Attorney.

**AMENDMENT TO THE ENROLLMENT AND EDUCATION FINANCIAL INDUSTRY REPORTING SOW
BETWEEN NATIONAL STUDENT CLEARINGHOUSE AND _____**

[ENTER INSTITUTION NAME]

THIS AMENDMENT (this “**Amendment**”) is entered into and shall be effective on the last signature date set forth below (the “**Amendment Effective Date**”), by and between **NATIONAL STUDENT CLEARINGHOUSE** (“**Clearinghouse**”), and _____ (“**Institution**”) (each, a “**Party**” and collectively, the “**Parties**”) [ENTER INSTITUTION NAME]

WHEREAS, Clearinghouse and Institution entered into that certain Enrollment and Education Financial Industry Reporting SOW (the “**SOW**”) under the Master Services Agreement (the “**Agreement**”); and

WHEREAS, Clearinghouse and Institution wish to enter into this Amendment to include additional compliance reporting services as part of the services provided by Clearinghouse to Institution under the SOW.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set out herein, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Amendments. Effective as of the Amendment Effective Date, the Agreement is hereby amended and modified as follows:

(a) The following defined terms shall be added to Section 1 of the SOW:

“**Compliance Services Files**” means an electronic listing created by the Institution containing the then-current data elements for all of its Students for reporting under the FVT and GE Rule (as defined above) promulgated by the U.S. Department of Education (ED), or for other compliance reporting which the Clearinghouse has agreed in writing to perform on behalf of the Institution, which data elements may be updated from time to time.

“**Financial Aid Data Elements**” means those data elements from the Compliance Services Files (as defined below) which are related to the amount of aid or allowances a student has received, and individual costs for services at the Institution.

“**FVT and GE Rule**” means the Financial Value Transparency and Gainful Employment regulation promulgated by ED, or any future regulation and non-regulatory guidance that contains substantially similar requirements.

(b) Section 2 of the SOW is hereby deleted, and replaced in its entirety as follows:

2. “The Institution shall provide to the Clearinghouse updated Enrollment Files and Compliance Services Files on a mutually agreeable schedule, but no less frequently than as required to ensure regulatory requirements or other requirements promulgated by ED. The Enrollment Files and Compliance Services Files shall contain the data elements and be in a format as directed by the Clearinghouse and shall be sent to the Clearinghouse using PGP encryption or equivalent file-level encryption required by the Clearinghouse. The

Institution shall not include in the Enrollment Files or Compliance Services Files any data elements that are collected or derived from the Free Application for Student Aid (FAFSA) or Institutional Student Information Report (ISIR).

(c) The following new Section 7 is added to the SOW as follows:

7. The Enrollment Files and Compliance Services Files will be considered Education Records and subject to all terms in the MSA and any SOWs that apply to Education Records. Notwithstanding the foregoing, and except for the data processing authorized in section 8 below, Financial Aid Data Elements shall only be processed for the purpose of research and shall only be disclosed to third parties after being De-Identified.

(d) The following new Section 8 is added to the SOW as follows:

8. Under this SOW, the Institution appoints the Clearinghouse as its school official as permitted under 34 C.F.R. § 99.31(a)(1)(i)(B) to provide data from Education Records to ED or other regulators identified by the Institution in order to meet the Institution's compliance reporting requirements under the FVT and GE Rule, and such other compliance reporting requirements which the Clearinghouse has agreed in writing to perform on behalf of the Institution. The Clearinghouse agrees to report the required data elements to ED or other regulators identified by the Institution on the Institution's behalf for all agreed upon compliance reporting requirements. The timing and content of the Clearinghouse's disclosures to ED shall conform to the applicable Federal regulations, if applicable.

3. Agreement Ratified. Except as specifically modified or supplemented herein, the terms and conditions of the Agreement shall remain in full force and effect. Each Party hereto reaffirms and ratifies each and every term, condition and obligation contained in the Agreement with like effect as if herein fully repeated, except as amended or otherwise supplemented hereby.

4. Counterparts. This Amendment may be executed in one or more counterparts, and by one or more facsimile, .pdf or other electronic signatures, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

Signatures on following page.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by authorized representatives, all as of the Amendment Effective Date.

NATIONAL STUDENT CLEARINGHOUSE

[ENTER INSTITUTION NAME]

OPEID:

Signature:

Signature:

Name: Ricardo Torres

Name:

Title: President & CEO

Title:

Date:

Date:

Your Service Activation Contact

Please provide the name and contact information, including email address, of the individual at your institution who we should contact to initiate your service.

_____	_____
Name	Title
_____	_____
Phone	Email

Your Executive Contact

_____	_____
Name	Title
_____	_____
Phone	Email