June 9, 2015

To: Shelley Hamilton
Director of Admissions and Records
Palo Verde CCD

From: Alice van Ommeren
Interim Vice Chancellor, Technology, Research & Information Systems
California Community Colleges

Subject: Student Right-to-Know Subscription Agreement for July 1, 2015 - June 30, 2017
(15-REC-52)

Synopsis:
I have attached the Student Right-to-Know subscription agreement for your institution. Please sign and return this agreement by August 1, 2015 to:

Jacob Schluter
Management Information Services
California Community Colleges
1102 Q Street, 4th Floor
Sacramento, CA 95811-6539

Please designate a Project Monitor in Section 11 of the Student-Right-To-Know Reporting Subscription Agreement on behalf of your district.

After we receive the contract in the mail, we will have our Deputy Chancellor sign it and return the original to you.

Your SRTK invoice for $3,900.00 per college per year will be sent to your institution from our accounting department under a separate cover.

If you have any questions please contact

Jacob Schluter
miscontracts@cccco.edu
916-327-5893

Student-Right-To-Know Reporting
Subscription Agreement

Agreement Number: 15-REC-52

On this first day of July 2015, the Chancellor's Office of the California Community Colleges (hereinafter COCCC) and the Palo Verde Community College District (hereinafter District) do hereby agree as follows:

1. Purpose

The purpose of this agreement is to facilitate compliance by community college districts with the information reporting requirements of the Student-Right-To-Know Act (SRTK), Pub. L. 101-542, as amended by the Higher Education Technical Amendments of 1991, Pub. L. 102-26, and the Higher Education Technical Amendments of 1993, Pub. L. 103-208, and the implementing regulations of the U.S. Department of Education set out at 34 C.F.R. § 668.41 et seq. (hereinafter "federal law").

2. Term

This agreement shall be for a period of two years, from July 1, 2015 through June 30, 2017, except that the obligation of District to supply data and the obligation of COCCC to submit data and/or generate reports shall continue until all necessary data has been submitted and/or final drafts of all required and supplementary reports have been prepared for submission to the U.S. Department of Education consistent with paragraph 3 and the requirements of federal law. The term of this contract may be extended for such additional periods and on such terms as the parties may mutually agree upon in writing.

3. Services

In order to further the purposes of this agreement and develop reports required by federal law for students in the Fall first-time freshman cohorts, COCCC agrees to do all of the following:

a. Provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law;

b. Implement procedures to secure transfer data and match it with data supplied by District;

4. Compensation

In consideration of the performance of COCCC, the District agrees to pay COCCC the sum of three thousand nine hundred dollars ($3,900) per year for each college in the District. Said payments are due and payable on August 1st of each year of the contract.

5. District Responsibilities

a. In addition to paying compensation as provided in Paragraph 4, and as a condition precedent to performance by COCCC of the duties described in Paragraph 3, the District agrees to do all of the following:

   (1) Collect and report necessary data to COCCC consistent with the definitions and procedures established pursuant to Paragraph 3 a;

   (2) Submit final reports to the U.S. Department of Education or approve their submission by COCCC pursuant to Paragraph 3.f.; and

   (3) Otherwise fully cooperate with COCCC in connection with the development of procedures, collection of data, preparation and review of reports, and other activities necessary to furtherance of the purposes of this agreement.

b. District further agrees that it will be fully responsible for publishing the completion rate information to students and prospective students by whatever means it determines to be most appropriate.

6. District Rights

Notwithstanding any other provision of this agreement, District shall have the right to use or reproduce any data or reports developed pursuant to this agreement. The District shall also retain the right to develop and publish reports which vary from those produced by COCCC pursuant to this agreement and must comply with FERPA nondisclosure of personally identifiable student records.

7. Contract Audit

The contracting parties agree to be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment under the contract.

8. Disputes

In the event of a dispute, District agrees to file a "Notice of Dispute" with COCCC within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his designee shall meet with representatives of the District for purposes of resolving the dispute. The position of the Chancellor shall be final.

9. Notice

Notice to either party may be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

10. Project Director

Jacob Schluter is designated the Project Directors on behalf of the COCCC. COCCC may change the Project Director at any time and shall notify the District of any such change.

11. Project Monitor

Shelley Hamilton, Director Admissions & Records is designated as the Project Monitor on behalf of the Palo Verde Community College District.

12. Time Is of the Essence

Time is of the essence in this contract. In case either party shall fail to perform the agreement on its part to be performed, at the time fixed for the performance of such respective agreement by the terms of this contract or by any extension thereof, the other party may at its election terminate the contract. Such termination shall be in addition to and not in lieu of any other legal remedies provided by this contract or by law. Notwithstanding the foregoing, the timing for performance of the tasks may be changed by written approval of the Project Monitor.

13. Copyright

a. District agrees that any and all services rendered or materials developed pursuant to the grant agreement, whether by district or district subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials produced as a

result of the contract shall be Work for Hire and all rights, title and interest in and to the Work developed under the contract/subcontract shall be assigned and transferred to the Chancellor's Office California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this grant.

b. The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office California Community Colleges. District, and all subcontractors and others who produce copyright materials pursuant to the contract, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office California Community Colleges. The Chancellor's Office California Community Colleges shall acknowledge District or its Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office California Community Colleges may license District or its Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate state for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office California Community Colleges for any and all claims arising out of or in connection with the licensing agreement.

c. All technical communications and records originated or prepared by the District or its Subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including District's administrative communications and records relating to this contract shall be delivered to and shall become the exclusive property of and may be copyrighted by the Chancellor's Office California Community Colleges. *(Provision revised 3/01)*

14. Confidentiality of Data

This provision states the conditions under which the District may use personally-identifiable student data including Social Security Numbers (SSNs) provided by the COCCC.

a. The COCCC releases its students' personally-identifiable data including SSNs with the understanding that the District will use the data only for the purpose of responding to reporting requirements set forth by the federal Integrated Postsecondary Education Data System (IPEDS) and program evaluation or educational research aimed at improving instruction;

b. District shall store information furnished by COCCC in a place physically secure from access by unauthorized persons. Information in electronic format, such as magnetic tape or diskettes, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means;

c. Qualified personnel at District who use the personally identifiable data shall be proficient and experienced in managing secure, confidential data, and shall be informed of the sanctions against unauthorized use or disclosures;

d. No individual student or parent shall be identifiable in any reports, publications or other documents that are created by District with the use of COCCC data;

e. District agrees not to release personally identifiable data including SSNs it receives from COCCC to any other person or organization. District agrees to destroy the data when no longer needed for the purposes specified in this agreement;

f. District shall adhere to all legal requirements, including but not limited to the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). Should the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 U.S.C. § 1232g, COCCC may terminate this agreement and demand the destruction or return of all data supplied to District within thirty (30) working days; and

g. COCCC reserves the right to withhold any data and terminate this agreement at any time.

15. Warranty

Neither COCCC nor any of its officers or employees make any warranty, express or implied, or assume any legal liability for the information contained in reports produced pursuant to this agreement or for ensuring District compliance with federal law.

16. Termination

Either party may at its option terminate this contract at any time upon giving 30 days advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations there under. In such event, the District shall pay COCCC for all satisfactory services rendered and expenses incurred prior to such termination, which could not have been avoided by reasonable efforts of COCCC, but not in excess of contract maximum payable.

In the event of any breach of this contract, the COCCC may without any prejudice to any of its other legal remedies terminate this contract upon five days written notice to the District.

17. Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the COCCC to enforce at any time any of the provisions of this agreement, or to require at any time performance by the District of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of COCCC to thereafter enforce each and every such provision.

18. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement.

19. Authorization and Approvals

Chancellor's Office
California Community Colleges
1102 Q Street
Sacramento, CA 95811-6539

Palo Verde CCD
One College Drive
Blythe, CA 92225-1118

Authorized Signatures

For the Chancellor's Office:

x _____
Erik Skinner
Deputy Chancellor

For the Palo Verde CCD:

x Donald J. Wallace
Printed Name and Title:

Donald Wallace

Superintendent/President