



ADMINISTRATIVE OFFICE
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



107

GEORGE N. COPADIS, COMMISSIONER
RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 16, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a Memorandum of Agreement (MOA) with the Community College System of New Hampshire (CCSNH) to set forth the terms under which NHES will provide data sharing in aggregate form. NHES will receive an amount not to exceed \$37,500 for these services, effective upon Governor and Council approval through June 30, 2024.

EXPLANATION

NHES is requesting authorization to enter into an MOA with CCSNH to set forth the parameters for the sharing of aggregate information by NHES' Economic and Labor Market Information (ELMI) Bureau with CCSNH on the placement of CCSNH's students in employment following graduation. The aggregate data to be provided by NHES will assist CCSNH in meeting its respective obligations to track and report on program outcomes which includes the placement of students in employment and their average earnings within broad industry classifications.

The Attorney General's Office has approved this MOA as to form, substance and execution.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/jdr

**MEMORANDUM OF AGREEMENT BETWEEN
THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE AND
THE NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY
ECONOMIC AND LABOR MARKET INFORMATION BUREAU**

This Agreement, made the 1st day of July, 2021, is between the Community College System of New Hampshire (CCSNH), which represents a consortium of public postsecondary colleges including: White Mountains Community College (Berlin), River Valley Community College (Claremont), NHTI-Concord's Community College, Lakes Region Community College (Laconia), Manchester Community College, Nashua Community College, and Great Bay Community College (Stratham), and the New Hampshire Department of Employment Security (NHES). The purpose of this Agreement is to specify the scope and method of data exchange for the express and sole purpose of allowing CCSNH to obtain and report information concerning the placement of students in employment and their average earnings within broad industry classifications for program outcomes assessment and program planning purposes, to help determine the degree to which public postsecondary college graduates by in-state and out-of-state origin become employed in New Hampshire, and to specify remuneration for these services.

I. RECITALS

1. CCSNH maintains education records on enrollees, completers, and alumnae, which include information on student demographics, programs of study, program attainment, and social security numbers. NHES maintains unemployment insurance wage records on all qualified participating employees in New Hampshire.
2. The Family Education Rights and Privacy Act (FERPA) 20 USC Section 1232g; 34 CFR Part 99 generally prohibits the disclosure of education records without the consent of students attending postsecondary educational institutions, with allowable exceptions as noted in Section I.3, below. Under FERPA, education records are defined as records directly related to a student and maintained by an educational agency or institution. The records accessed by CCSNH to evaluate program outcomes are education records and subject to FERPA compliance.
3. FERPA contains exceptions to the disclosure rule at 34 CFR Sections 99.31 and 99.35 permitting disclosure without prior written consent in certain circumstances, including disclosures made to authorized representatives of the educational agency or institution in connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs.
4. NHES maintains Unemployment Insurance Compensation records for the State of New Hampshire for each quarter; this data is available two full quarters after their completion for administrative record match in authorized situations. NHES maintains the confidentiality of employer, employee, and wage data records, as outlined in RSA 282-A:118.
5. Whereas employment outcomes may serve as an indicator of academic program effectiveness, CCSNH, under the audit/evaluation provision of FERPA, will each disclose data from its education records to NHES, with Economic and Labor Market Information Bureau (ELMIB) acting as a designated authorized representative, as that term is defined in 34 CFR. 99.3, for the purpose of conducting the data match to identify employment/earnings outcomes for CCSNH.

6. The information to be provided by both Parties to this Agreement, and the process by which it will be provided, are described in Attachment A (CCSNH Wage Record Data Match Specification). Information will be provided in an aggregate format in keeping with the requirements of RSA 282-A:118, V. In no instance will individual employee wages or employer data be disclosed for any quarter under this Agreement.

II. AGREEMENT

1. CCSNH will provide individual student information via secure transmission as described in Attachment A.
2. NHES, ELMIB, agrees to destroy all personally identifiable information obtained as soon as the administrative data match has been completed. All versions of these data obtained from CCSNH pursuant to this Agreement, whether electronic, printed, or otherwise, will be destroyed. In carrying out the provisions of this Agreement, both Parties will adhere to the confidentiality restrictions specified in Section IV.9.
3. NHES has the right to terminate this Agreement at any time for any reason with thirty (30) days prior written notice.
4. CCSNH has the right to terminate its participation in this Agreement at any time for any reason with thirty (30) days prior written notice.

This Agreement shall be in effect until June 30, 2024, and may be extended upon mutual agreement by the parties.

III. Pricing / Payments

NHES agrees to provide CCSNH with the services indicated in Attachment A to this Agreement. Services to be provided will be billed monthly at actual costs incurred based on staff time worked plus associated agency overhead. The conditions and responsibilities outlined in this Agreement are further subject to the availability of resources. Any Party may, after thirty (30) days written notification, terminate their participation in this Agreement if funds become unavailable to carry out this Agreement. Upon termination by CCSNH, all allowable expenses incurred by NHES prior to the termination date will be reimbursed by CCSNH. The total amount to be expended under this Agreement is not to exceed \$37,500.

For services performed from July 1, 2021, through June 30, 2024, NHES shall be paid up to Twelve Thousand Five Hundred Dollars (\$12,500) during each State Fiscal Year from CCSNH.

Total agreement not to exceed \$37,500

FY2022 CCSNH payments not to exceed \$12,500
FY2023 CCSNH payments not to exceed \$12,500
FY2024 CCSNH payments not to exceed \$12,500

Upon presentation of any invoice for such services and related expenses, which shall be billed monthly, the amount of the invoice shall be immediately due and payable to NHES.

Invoices shall be emailed to:

Attn: Scott Fields
Community College System of New Hampshire
sfields@ccsnh.edu

Invoices shall be payable to NH Employment Security and mailed to:

Fiscal Management Section
Attn: Jill Revels
NH Employment Security
45 South Fruit Street
Concord, NH 03301-4857

IV. Other Provisions

1. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been received by a party when actually received in the case of hand delivery, or two (2) days after mailing by a nationally recognized overnight carrier, to each party at the addresses shown below.

If to NHES, then to:
Director, ELMI
NH Employment Security
45 South Fruit Street
Concord, NH 03301-4857

If to CCSNH, then to:
Scott Fields
Community College System of New Hampshire
26 College Drive
Concord NH 03301

2. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
4. NHES may self-insure and/or at its option purchase any insurance it considers appropriate.
5. In the event of an early termination of this Agreement for any reason other than the completion of the Services, subject to the provisions in Section III, NHES shall deliver to CCSNH, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by CCSNH within ten (10) business days.

6. In connection with the performance of the Services, CCSNH shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon CCSNH, including, but not limited to civil rights and equal opportunity laws.
7. Both Agencies, through their Commissioner and Chancellor, will attempt to resolve any disputes, and if they are unable to do so, the dispute shall be submitted to the New Hampshire Department of Justice, and the Attorney General's decision shall be final.
8. 8.1 Any one or more of the following acts or omissions of CCSNH or NHES shall constitute an event of default hereunder ("Events of Default"):
 - 8.1.1 failure to pay timely; or
 - 8.1.2 failure to submit any report required hereunder; or
 - 8.1.3 failure to perform any other covenant or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:
 - 8.2.1 give the defaulting party written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving notice of termination; and
 - 8.2.2 give the defaulting party written notice specifying the Event of Default and suspend all services under this Agreement until such time as the Event of Default has been cured; and
 - 8.2.3 treat the Agreement as breached and pursue any of its remedies at law.
9. 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, individual student information, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 Confidentiality of data shall be governed by RSA 91-A, RSA 282-A:118, 20 USC Section 1232g, 34 CFR Part 99 (FERPA) and any other applicable law. Disclosure of information pursuant to a right-to-know or other request shall occur only after prior written notice to the other party to this MOA.
- 9.3 The transmission and storage of all data pertaining to an individual's educational records and unemployment insurance records will adhere to applicable laws and generally accepted best practice standards related to information security, including, but not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels, and limitation of physical access to confidential and personally identifiable information (PII).
- 9.4 In the event of a disclosure or security breach, or suspected breach, concerning any PII covered by this Agreement, NHES shall immediately notify CCSNH and shall take immediate

steps to limit and remediate the damage of such breach to the greatest extent possible. Additionally, NHES shall assist in managing appropriate breach notifications per NH RSA 359-C:20 and NH RSA 358-A:3.

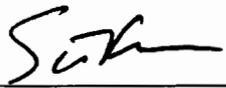
- 9.5 Both Parties shall take necessary precautions to ensure that only authorized personnel are given access to the PII covered by this Agreement, and access will be restricted to only those authorized personnel who need the data to perform the work set forth in this Agreement. All PII will be stored in a manner that is safe from access by unauthorized persons. No PII shall be transferred to or stored on laptop computers or portable storage devices.
- 9.6 NHES shall provide CCSNH with a copy of an audit letter reflecting an independent review and examination of NHES information technology system policy, records, and activities, and attesting to the adequacy of NHES IT system controls and compliance with established IT security policy and procedures.
10. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
11. To facilitate the performance of this Agreement, the following positions are designated as liaisons between NHES and CCSNH:
- For NHES:
Director, ELMI
NH Employment Security
45 South Fruit Street
Concord, NH 03301-4857
- For CCSNH:
Scott Fields
Community College System of New Hampshire
26 College Drive
Concord NH 03301
12. None of the parties shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, act of God, or any other cause reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay.
13. None of the parties may assign its rights or delegate its obligations hereunder without the prior written consent of the other affected party or parties, which consent will not be unreasonably withheld, provided that NHES may assign its rights to receive monies due and becoming due.
14. None of the parties shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by any party of any right hereunder shall constitute a waiver of any right on any other occasion.
15. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term or condition.

16. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefits of the parties and their respective successors and assigns.
17. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement, which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained for consideration of this Agreement.
18. The provisions of this Agreement and attachments as written constitute the entire agreement between CCSNH and NHES and supersede all prior agreements and understandings.
19. Nothing in this Agreement shall be deemed to constitute a waiver of the State's sovereign immunity, which is hereby reserved.
20. This MOA shall become effective on July 1, 2021 or upon full execution of this Agreement, whichever is later.

V. Approval

Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed, and delivered by and on behalf of each such Party, and constitutes the legal, valid, and binding agreement of said Party.

The undersigned authorized officials commit their respective organizations to the terms of this Agreement.

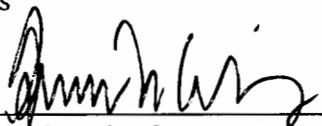


 Scott Fields, Chief Operation Officer
 Community College System of New Hampshire

06/14/2021

 Date

N/A

 Witness


 George N. Copadis, Commissioner
 New Hampshire Employment Security

 Date
6/15/21

 Date

Kedrick Evans, Assistant Director, for
Director Brian Gottlob, Director

 Economic and Labor Market Information Bureau

6/16/2021

 Date

New Hampshire Employment Security

Approved by the Attorney General (Form, Substance and Execution)

Date: June 15, 2021 By: /s/ Stacie M. Moeser

Attachment A: CCSNH Wage Record Data Match Specification

Summary

The project's purpose is to determine employment outcomes and average wages for graduates of the Community College System of New Hampshire (CCSNH) by matching the individually identifiable information of graduated students to quarterly earnings records from the unemployment insurance covered earnings database maintained by NH Employment Security (NHES). Examples of employment outcomes may include percentage of graduates obtaining employment in NH within a certain time frame following graduation; percentage of employed graduates by academic program and by industry; percentage employed in NH by residency status (i.e., in-state vs. out-of-state resident for purpose of tuition rate).

Employment outcomes have long served as an indicator of vocational program effectiveness, and they are increasingly viewed by the public and elected officials as an indicator of overall postsecondary institutional effectiveness. While there are recognized limitations in using wage data to assess effectiveness at both the institution and the program level (particularly in the liberal arts), understanding the limitations and the benefits of such an assessment is essential to engage in the public discourse around outcomes.

Data exchange between CCSNH and NHES will occur up to four times per year. Specifications may be changed over time with agreement by both parties on scope and cost.

Overview of Process

CCSNH will submit files of records of their graduates to NHES using the NH secure FTP site system. CCSNH will send and receive a single file. NHES will have a process in place to retrieve any uploaded files by CCSNH within specific submission windows. CCSNH will designate authorized users who can submit a data file for processing during any given submission window. Each file submitted by CCSNH authorized users will have a unique name. Once NHES has completed processing an uploaded file, NHES will place the response file in a designated directory on the secure FTP site.

Secure FTP Process

NHES and CCSNH will coordinate SSH keys for users to exchange data through the secure FTP site. An individual account will have access only to one designated parent folder. The parent directory will have the file permissions set so as to not allow any other folders or files to be written by the user. Both the Upload and Processed directories will have read/write/delete access for the user.

The Upload file submitted by CCSNH will be in a quoted comma separated format with the file name in the format of YYYYMMDD.csv based on date of submission.

For example, if a file were submitted by a user to Upload directory on March 1, 2013. The file format would be 20130301.csv.

If there is an error in data in the submitted file, the user will overwrite the existing with the same name.

The Response file format from NHES in the Processed directory will be a quoted comma separated formatted file with the name format of YYYYMMDDG.csv. The file name matches the name of the original file uploaded and not the date the response file is produced and saved to the FTP site by NHES.

For the above example, *the response file would be 20130301G.csv saved to the [Parent Folder] >Processed directory by NHES.*

A notification email will be sent to the authorized user of the folder by NHES when the files are retrieved and saved by NHES to the secure FTP site. CCSNH will be responsible for developing its own process for downloading and processing the files exchanged. When an Upload file is retrieved by NHES from the Upload directory for processing, the file will be deleted by NHES from the directory. NHES will not preserve any student information between data runs. It will be at the discretion of CCSNH as to which student records are uploaded during any given data submission. Users will be responsible for deleting response files from the Processed directory.

Submission Frequency

Wage matches can be requested at any time, with the understanding that NHES administrative wage records are not available until three full calendar months after the end of a quarter.

For example, first quarter (calendar year) wage records would not be available for matching until July 1.

File Formats

For the purpose of the file layout description, the term “student” refers to a student who has graduated from the institution having earned at CCSNH a degree or certificate.

CCSNH Upload file

1	System Identifier	Yes	Yes	Identifies System	String	CCSNH
2	Institution Identifier	Yes	Yes	Institution/ Campus Identifier	String	MCC; NHTI
3	Student Graduation Quarter	Yes	Yes	Graduates from this quarter will be linked to wage records in a specified, subsequent calendar quarter	String in format (YYYYQ) where YYYY is year and Q is quarter	Quarters are calendar year. 1 = Jan, Feb, Mar 2 = Apr, May, Jun 3 = Jul, Aug, Sep 4 = Oct, Nov, Dec – OR – 0 = no quarter specified; i.e., graduates from a designated period will be included (academic year, fiscal year, calendar year, etc., to be determined by CCSNH)
4	Student First Name	Yes	Yes		String, up to 25 characters	Matthew, Susan
5	Student Middle Initial	Yes	No		1 character	F, A
6	Student Last Name	Yes	Yes		String, up to 60 characters	Smith, D’Allesandro
7	Student Social Security Number	Yes	Yes		Numeric (9 characters)	555121212, 043443330
8	CIP two digit	Yes	Yes	Two-digit Classification of Instructional Programs (CIP) code	Numeric (2 characters)	14, 45
9	CIP four digit	Yes	Yes	Four-digit Classification of Instructional Programs (CIP) code	String (5 character)	14.01, 14.02, 14.03, 45.01, 45.02, 45.06;
10	CIP six digit	Yes	Yes	Six-digit Classification of Instructional Programs (CIP) code	String (7 character)	14.0101, 14.0102, 45.0201, 45.0202, 45.0204; 00.0000 if six digit CIP is not identified or available
11	Residency Identifier	Yes	Yes	Student’s residency status (in-state v. out-of-state) as determined for tuition rate at point of entry/ matriculation	1 character: I, O, or N	I = in-state O = out-of-state N = unknown or NA
12	Wage Match Quarter	Yes	No – If not specified, CCSNH will communicate with NHES the preferred Wage Match Quarter	The quarter from which wages will be matched to students with a specified Student Graduation Year/Quarter	String in format (YYYYQ) where YYYY is year and Q is quarter	e.g., wage match might be sought for the last quarter of 2016, in which case it would be 20164 Quarters are calendar year. 1 = Jan, Feb, Mar 2 = Apr, May, Jun 3 = Jul, Aug, Sep

						4 = Oct, Nov, Dec
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Example:

NHTI nonresident associate graduate, completing December 2011, wage match 2012 4th quarter:

CCSNH,NHTI,20120,Jonas,,Smith,555121212,14,14.03,0,20124

A student record may appear more than once for the purpose of identifying multiple Wage Match Quarters, in which case, identifying information fields (columns 1 through 10) can be the same for more than one Wage Match Quarter.

The Upload file must contain 12 fields in the same file across different records. A submitted file is malformed and should be rejected by NHES if it doesn't correspond to the specification.

NHES Group Response File (Aggregation)

0	Always	Line Type Identifier	n/a	Used to identify type of response line in file	1 Character (A)	A
1	Always	System Identifier	n/a	Identifies System	String	CCSNH
2	Always	Institution Identifier	n/a	Institution/ Campus Identifier	String	MCC; NHTI
3	Always	Student Graduation Year/Quarter	n/a	Graduation cohort used for wage match	String in format (YYYYQ) where Y is year and Q is quarter	
4	Always	Total Submitted	All	Count of total number submitted for this group	Integer	60
5	Always	Wage Match Quarter	n/a	The quarter from which wages will be matched to students with a specified Student Graduation Year	String in format (YYYYQ) where YYYY is year and Q is quarter	e.g., wage match sought for the last quarter of 2016 = 20164 Quarters are calendar year 1 = Jan, Feb, Mar 2 = Apr, May, Jun 3 = Jul, Aug, Sep 4 = Oct, Nov, Dec
6	Always	Total Matched	All	Count of total number with an employment record in Wage Match Qtr	Integer	20
7	Always	Average Earnings	Total Matched	Average of total wages for count of total number with an employment record in Wage Match Qtr	Integer (If Col 6 and Col 7 jointly meet disclosure rules)	6300

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Group File (Industry Line Item portion)

0	Always	Line Type Identifier	n/a	Used to identify type of response line in file	1 Character (A)	A
1	Always	System Identifier	n/a	Identifies System	String	CCSNH
2	Always	Institution Identifier	n/a	Institution/ Campus Identifier	String	MCC; NHTI
3	Always	Student Graduation Year/ Quarter	n/a	Graduation cohort used for wage match	String in format (YYYYQ) where Y is year and Q is quarter	
4	Always	Total Submitted	All	Count of total number submitted for this group	Integer	60
5	Always	Wage Match Quarter	n/a	The quarter from which wages will be matched to students with a specified Student Graduation Year	String in format (YYYYQ) where YYYY is year and Q is quarter	e.g., wage match sought for the last quarter of 2016 = 20164 Quarters are calendar year. 1 = Jan, Feb, Mar 2 = Apr, May, Jun 3 = Jul, Aug, Sep 4 = Oct, Nov, Dec
6	Always	Total Matched	All	Count of total number with an employment record in Wage Match Quarter	Integer	20
7	Always	Industry NAICS	From 2 digit to 3 digit	String	11, 222	Industry NAICS
8	Always	Total Employed	Count of total number with at least one employment record in match quarter for that NAICS	Integer	30	Total Employed (x ≥ 3)
9	Always	Total Matched	Residency = I	Count of total number of matches where Residency = I and an employment record in Wage Match Qtr	Integer	10 (subject to disclosure)
10	Always	Total Matched	Residency = O	Count of total number of matches where Residency = O and an employment record in Wage Match Qtr	Integer	10 (subject to disclosure)
11	Always	Total Matched	Residency = N	Count of total number of matches where Residency = N and an employment record in Wage Match Qtr	Integer	10 (subject to disclosure)
12	Always	Average Earnings	Total Matched	Average of total wages for count of total number with an employment record in Wage Match Quarter for that NAICS	Integer (If Col 8 and Col 12 jointly meet disclosure rules)	6300

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Note: If a person has employment in more than one NAICS industry in a quarter, they will be counted in both industries; however they will only be counted once in any given category. For example if they work at two different businesses in the same NAICS code, they will only be counted in that NAICS code once. Industry line item only returns a line if the count of employed (COL 5 is greater than 0) between the 2 and 3 digit aggregation level.

CCSNH understands that NHES will aggregate and screen data for confidentiality first at the two-digit level, then break out at the three-digit level where possible as permitted by NHES/ELMI aggregation and disclosure rules.

The group file aggregations are based on group id and match quarter.

Group File (CIP Line Item portion)

0	Always	Line Type Identifier	n/a	Used to identify type of response line in file	1 Character (A)	A
1	Always	System Identifier	n/a	Identifies System	String	CCSNH
2	Always	Institution Identifier	n/a	Institution/ Campus Identifier	String	MCC; NHTI
3	Always	Student Graduation Year/ Quarter	n/a	Graduation cohort used for wage match	String in format (YYYYQ) where Y is year and Q is quarter	
4	Always	Total Submitted	All	Count of total number submitted for this group	Integer	60
5	Always	Wage Match Quarter	n/a	The quarter from which wages will be matched to students with a specified Student Graduation Year	String in format (YYYYQ) where YYYY is year and Q is quarter	e.g., wage match sought for the last quarter of 2016 = 20164 Quarters are calendar year quarters 1 = Jan, Feb, Mar 2 = Apr, May, Jun 3 = Jul, Aug, Sep 4 = Oct, Nov, Dec
6	Always	Total Matched	All	Count of total number with an employment record in Wage Match Quarter	Integer	20
7	Always	CIP	CIP 2 digit CIP 3 digit CIP 6 digit		String (7 characters)	14; 14.01, 14.0101
8	Always	Total Employed by CIP		Count of total number with at least one employment record in match quarter for that CIP	Integer	30 (Total Employed ≥ 3)
9	Always	Total Matched	Residency = I	Count of total number of matches where Residency = I and an employment record in Wage Match Quarter	Integer	10 (subject to disclosure)
10	Always	Total Matched	Residency = O	Count of total number of matches where Residency = O and an employment record in Wage Match Qtr	Integer	10 (subject to disclosure)
11	Always	Total Matched	Residency = N	Count of total number of matches where Residency =	Integer	10 (subject to disclosure)

				N and an employment record in Wage Match Qtr		
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12	Always	Average Earnings	Total Matched	Average of total wages for count of total number with an employment record in Wage Match Quarter for that CIP	Integer (If Col 8 and Col 12 jointly meet disclosure rules)	6300
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Group File (Residency Line Item portion)

0	Always	Line Type Identifier	n/a	Used to identify type of response line in file	1 Character (A)	A
1	Always	System Identifier	n/a	Identifies System	String	CCSNH
2	Always	Institution Identifier	n/a	Institution/ Campus Identifier	String	MCC; NHTI
3	Always	Student Graduation Year/ Quarter	n/a	Graduation cohort used for wage match	String in format (YYYYQ) where Y is year and Q is quarter	
4	Always	Total Submitted	All	Count of total number submitted for this group	Integer	60
5	Always	Residency	Residency = I	Count of I	Integer	51
6	Always	Residency	Residency = O	Count of O	Integer	45
7	Always	Residency	Residency = N	Count of N	Integer	12
8	Always	Wage Match Quarter	n/a	The quarter from which wages will be matched to students with a specified Student Graduation Year	String in format (YYYYQ) where YYYY is year and Q is quarter	e.g., wage match sought for the last quarter of 2016 = 20164 Quarters are calendar year quarters 1 = Jan, Feb, Mar 2 = Apr, May, Jun 3 = Jul, Aug, Sep 4 = Oct, Nov, Dec
9	Always	Total Matched	All	Count of total number with an employment record in Wage Match Quarter	Integer	200 (Total Employed ≥3)
10	Always	Total Matched	Residency = I	Count of total number of matches where Residency = I and an employment record in Wage Match Quarter	Integer	105 (subject to disclosure)
11	Always	Total Matched	Residency = O	Count of total number of matches where Residency = O and an employment record in Wage Match Quarter	Integer	65 (subject to disclosure)
12	Always	Total Matched	Residency = N	Count of total number of matches where Residency = N and an employment record in Wage Match Quarter	Integer	30 (subject to disclosure)

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Group File (Additional information)

CCSNH understands that NHES will aggregate additional crossmatches of data where confidentiality screening permits. These crossmatches may include NAICS employment by Residency code and CIP employment by Residency code.

Combined, all of the above group response file specifications effectively provide for the aggregated wage record groupings identified below, with possible omissions due to NHES confidentiality requirements.

SYSTEM-level Groupings	System,StudentQtr,WageQtr
	System,StudentQtr,WageQtr,NAICS2
	System,StudentQtr,WageQtr,NAICS3
	System,StudentQtr,WageQtr,CIP2
	System,StudentQtr,WageQtr,CIP4
	System,StudentQtr,WageQtr,CIP6
	System,StudentQtr,WageQtr,Residence
	System,StudentQtr,WageQtr,Residence,NAICS2
	System,StudentQtr,WageQtr,Residence,NAICS3
	System,StudentQtr,WageQtr,Residence,CIP2
	System,StudentQtr,WageQtr,Residence,CIP4
	System,StudentQtr,WageQtr,Residence,CIP6
	INSTITUTION-level Groupings
System,Inst,StudentQtr,WageQtr,NAICS2	
System,Inst,StudentQtr,WageQtr,NAICS3	
System,Inst,StudentQtr,WageQtr,CIP2	
System,Inst,StudentQtr,WageQtr,CIP4	
System,Inst,StudentQtr,WageQtr,CIP6	
System,Inst,StudentQtr,WageQtr,Residence	
System,Inst,StudentQtr,WageQtr,Residence,NAICS2	
System,Inst,StudentQtr,WageQtr,Residence,NAICS3	
System,Inst,StudentQtr,WageQtr,Residence,CIP2	
System,Inst,StudentQtr,WageQtr,Residence,CIP4	
System,Inst,StudentQtr,WageQtr,Residence,CIP6	