



DiplomaVerifysm Agreement (School, District, or Consortium)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse (“Clearinghouse”), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school, high school district, or consortium (“School”) agree as follows (the “Agreement”):

NATIONAL STUDENT CLEARINGHOUSE

Name of School, District or Consortium

Signature

Signature

Date

Ricardo D. Torres

Print Name

Print Name

President

Title

Title (legal notices will be sent to this individual)

Date

Street Address

www.studentclearinghouse.org

City/State/Zip

Email: contracts@studentclearinghouse.org

Telephone

Email

Contract Type:

- Single High School – account resides at the high school level
- School District – full or partial traditional school district
- Consortium of Schools – a group of schools from various locations, cities, states, etc.

The terms of this agreement incorporate Paragraphs 1 through 16 below and all attachments.

DiplomaVerifysm Agreement (School, District, or Consortium)

1. **Purpose.** The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements. School wishes to engage the Clearinghouse to perform verifications of diplomas of School's graduates in response to requests from third parties authorized to receive such information, and has an active StudentTracker for High Schools Agreement with a Third Party Payer.
2. **Defined Terms.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. **"Authorized Requestor"** means a third party that has received an express representation from an individual concerning one or more data elements constituting Graduation Information, and that seeks to verify the same.
 - b. **"De-Identified"** in reference to data shall mean that the data have undergone a process of removing the linkage between a set of identifying data and the individual to whom the data pertains.
 - c. **"Directory Information"** means the data elements designated by the School as Directory Information, except that if the School notifies the Clearinghouse that a Student has opted-out of the disclosure of his/her Directory Information, then that Student's Education Record shall not be Directory Information.
 - d. **"DiplomaVerify Service"** or **"Service"** means the verification of Graduation Information to Authorized Requestors by the Clearinghouse, as described in this Agreement.
 - e. **"Education Record"** has the meaning given to it by the Family Educational Rights and Privacy Act ("FERPA"), which covers records that are: (1) directly related to an enrolled or previously enrolled student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. Graduation Files are Education Records.
 - f. **"Education Record File"** means an electronic file sent by the School to the Clearinghouse containing Education Records, including files sent under the School's StudentTracker for High Schools Agreement.
 - g. **"FERPA"** means the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations, 34 C.F.R. Part 99.
 - h. **"Graduation Information"** means that information regarding an individual's high school graduation required to be submitted by School to the Clearinghouse, including but not limited to whether the individual graduated from high school, the year of their graduation, and the high school from which they graduated.
 - i. **"Personally Identifiable Information"** or **"PII"** means any information identified as personally identifiable information under FERPA or applicable state law.
 - j. **"School Official"** means a contractor, consultant, volunteer, or other party to whom the Institution has outsourced institutional services or functions provided that they are performing an institutional service or function for which the Institution would otherwise use employees and is under the direct

control of the Institution with respect to the use and maintenance of Education Records.

- k. **“Student”** means a person who is attending or attended the School and whose Graduation Information has been provided to the Clearinghouse under this Agreement.
- l. **“Third Party Payer”** means the entity paying for School’s StudentTracker for High Schools account.

3. School Rights and Obligations

- a. The School shall ensure the Clearinghouse’s performance of the Services meet the criteria of School Official set forth in the School’s annual notification of FERPA rights, unless another valid FERPA exception applies that permits the disclosure of Education Records by the School to the Clearinghouse. In its appointment as a School Official, the Clearinghouse shall be under the direct control of the School with respect to its use and maintenance of Education Records provided by the School.
- b. The School will transmit to the Clearinghouse an Education Record File consisting of Graduation Information on each of its graduates within thirty (30) days of the conferral of a diploma, in a configuration reasonably required by the Clearinghouse. The School may provide Education Record Files containing historical Graduation Information at its discretion. StudentTracker for High Schools Graduate Files which the Clearinghouse receives from School under its StudentTracker for High Schools account paid for by the Third Party Payer satisfy this requirement.
- c. The School agrees to respond to any dispute over the accuracy of the information it provides within 20 calendar days of receiving notice of such dispute. In the event School is required by law or regulation to provide parents or eligible students, access to, or correction of student data, the Clearinghouse agrees to facilitate access and correction of data shared under this Agreement.
- d. The School will institute and maintain reasonable controls to ensure that the Graduation Information is complete and accurate. If the School learns of any inaccuracy or omission in the Graduation Information in the Clearinghouse’s possession, it shall promptly notify the Clearinghouse of such inaccurate or omitted information and provide a correction to such information. This includes promptly notifying the Clearinghouse of which Students have chosen to block the release of directory information under FERPA.
- e. School will maintain appropriate security policies and procedures concerning the access of its staff to the secure areas of the Clearinghouse website or systems (which are at a minimum password-protected). The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations.
- f. To the extent applicable, the School will comply with all applicable laws and regulations, including FERPA, Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.), and any applicable state, federal, or international laws concerning the privacy and security of the Confidential Information to be shared hereunder.
- g. In the event the School 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 School 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 School 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.

- h. The School agrees to ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse's secure website. School will notify the Clearinghouse immediately when personnel leave the School's employment, and the Clearinghouse will terminate such individual's access to the secure website. The School shall take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.
- i. The School agrees to provide all notices to the Clearinghouse under this Agreement to:
 - National Student Clearinghouse
 - 2300 Dulles Station Blvd., Suite 220
 - Herndon, VA 20171
 - Attn: Contracts Manager
 - Electronically: contracts@studentclearinghouse.org
- j. The School may audit at School's expense the performance by the Clearinghouse of its duties and obligations hereunder at the Clearinghouse offices during normal business hours but no more frequently than annually. Audits require 30 days advanced notice and will be scheduled at a mutually convenient date.

4. Clearinghouse Rights and Obligations

- a. The Clearinghouse acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. The Clearinghouse will not access, disclose or use any Student information or Education Records except to the extent such access, disclosure or use is in full accordance with FERPA, and is explicitly permitted under this Agreement or the StudentTracker for High Schools Agreement entered into between the Clearinghouse and School. The Clearinghouse will maintain the security of Student information and Education Records at all times and will promptly notify the School in the event of any disclosure that is inconsistent with the terms of this Agreement. The Parties understand and agree that the Clearinghouse serves as a "School Official" of the School for the purpose of receiving personally identifiable Student information under FERPA in accordance with 34 CFR 99.31(a)(1)(ii) and is responsible for the proper handling of Student information and Education Records in accordance with the terms of FERPA.
- b. The Clearinghouse will compare the information provided by Authorized Requestors to the School's Graduation Information and will respond to requests for Graduation Information on a timely basis for those graduates who have reached the age of seventeen (17), provided such requests meet the conditions contained herein. The Clearinghouse may charge each Authorized Requestor a transaction fee for this Service.
- c. The Clearinghouse will require that Authorized Requestors certify that the individual for whom a request for Graduation Information is submitted (i) has applied for employment, military service, a workforce or educational certification or credential, or acceptance to an educational program of study, and (ii) has expressly consented in writing to the disclosure by the Clearinghouse of the specific elements of Graduation Information requested by the Authorized Requestor, or in the case of a graduate under the age of 18 that the parent or legal guardian of the graduate has so consented.

The Clearinghouse shall require that Authorized Requestors maintain such written consent for a period of two years from the date of the consent.

- d. The Clearinghouse will not charge a fee to the School or the Third Party Payer for the DiplomaVerify Service.
- e. The Clearinghouse agrees to maintain a detailed record of each request for Graduation Information that is attempted or completed, which shall at a minimum contain the individual's name, the purpose of the request, the specific elements of Graduation Information disclosed, if any, and the date on which the Clearinghouse responded to the request ("Request Record"). The Clearinghouse will maintain the Request Record for review at any time by the School. In addition, the Clearinghouse may disclose to an individual any Request Records regarding verification of that individual's Graduation Information.
- f. The Clearinghouse shall contractually prohibit all Authorized Requestors from re-disclosing information received under this Service except as necessary to achieve the legitimate educational or employment purpose for which the Authorized Requestor is utilizing the DiplomaVerify Service.
- g. Unless authorized under this Agreement or a subsequent amendment of the Agreement signed by the parties or by a signed and dated written consent of the Student, the Clearinghouse shall not access, process, or disclose Education Records or Personally Identifiable Information received under this agreement for any purpose. The Clearinghouse shall restrict access to Education Records and Personally Identifiable Information by its employees to those individuals that need to access the Education Records to facilitate performance by the Clearinghouse under the Agreement and who are subject to a reasonable written non-disclosure agreement with the Clearinghouse protecting the Education Records and Personally Identifiable Information, with confidentiality terms reasonably consistent with, and no less restrictive than, those found in this Agreement.

Notwithstanding the forgoing, the Clearinghouse may release Graduation Information to the Student about whom the information relates.

- h. The Clearinghouse may use De-Identified data for purposes of research, the improvement of its products and services, and/or the development of new products and services that serve the learner, workforce and education communities in support of the Clearinghouse's mission. The Clearinghouse will take reasonable steps to ensure that all third-party recipients of De-Identified data will not re-identify or attempt to re-identify such De-Identified data.
- i. The Clearinghouse agrees that Education Records provided by the School under this agreement shall not be used by the Clearinghouse to conduct targeted advertising nor amass a Student profile for any purpose unrelated to the services provided pursuant to this Agreement.
- j. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Education Records transmitted under this Agreement, shall remain the exclusive property of the School.
- k. The Clearinghouse may develop, retain, or release aggregate or De-Identified data that does not contain Personally Identifiable Information which is in part comprised of information received from the School under this Agreement ("Reports"), subject to the ownership rights of School as set forth

herein. The Clearinghouse owns all Reports generated under this Agreement, but its use of such Reports is limited as described in this Agreement.

1. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems. Such controls will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls which will be reflected in a comprehensive information security policy. The Clearinghouse will provide periodic security training to its employees who operate or have access to the database and data transmission systems. The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

5. Mutual Obligations

- a. Both parties acknowledge that the security of the information exchanged is of critical importance. Both parties will comply with all applicable laws and regulations concerning the security and dissemination of the information exchanged hereunder including, but not limited to, FERPA and related federal regulations, and any applicable state laws concerning the privacy and security of the information to be shared hereunder.
 - b. In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this agreement, that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised, and the action taken. The parties will cooperate and keep each other informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.
6. Each party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The parties represent that the execution, delivery and performance of this Agreement has been fully and validly authorized.
 7. Nothing in this Agreement gives either party any rights in the intellectual property of the other including, but not limited to, copyrights, trademarks, patents and trade secrets. Neither party is granted a license in the intellectual property of the other, specifically including but not limited to trade secrets, patents, trademarks or copyrights. Upon termination of this Agreement, School will promptly discontinue use of any business methods, software or similar technology it may have acquired from the Clearinghouse during the term hereof.
 8. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any Graduation Information that has been provided to it by the School. The Clearinghouse agrees to destroy all information provided under this Agreement: (1) at the School's request; (2) when the data is no longer needed to achieve this Agreement's purposes, (3) upon termination of this Agreement, or (4) as otherwise required by state or federal law. School agrees that the Clearinghouse may maintain data provided by the School when such data is needed to satisfy audit or other state and federal legal and regulatory requirements. Certification of this destruction will be at the School's request per the Clearinghouse's data deletion policy, or as otherwise may be required by the School.

9. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
10. The effective date (“Effective Date”) of this Agreement is the date by which it is signed by both parties. This Agreement will remain in effect for a period of five (5) years from the Effective Date. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Agreement will be made only in writing. The Clearinghouse may assign this Agreement without consent to their wholly owned subsidiary, National Student Clearinghouse Research Center.

11. Indemnification

- a. **The Clearinghouse’s Indemnification.** The Clearinghouse shall indemnify, defend, and hold harmless the School from and against any and all losses, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys’ fees) that the School may sustain arising out of or related to any third-party claim alleging: (1) a breach of this Agreement by the Clearinghouse or its Authorized Persons, (2) the Clearinghouse’s failure to notify any and all parties required to receive notification of any unauthorized access to or improper disclosure of PII pursuant to Section 5, (3) any negligent or more culpable act or omission of the Clearinghouse or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement, or (4) any failure by the Clearinghouse or its Authorized Persons to comply with any federal, state, or local laws, regulations, or codes applicable directly to it in the performance of its obligations under this Agreement, including, without limitation, any liability to the Secretary of Education for any violation by the Clearinghouse of any statutory provision of or applicable to Title IV of the Higher Education Act, and any regulatory provision prescribed thereunder that specifically affects the responsibilities the Clearinghouse is performing as a Third Party Servicer for the School, and for any violation by the Clearinghouse of any applicable special arrangement, agreement, or limitation entered into by the Clearinghouse directly relating to such responsibilities.
- b. **School’s Indemnification.** The School shall indemnify, defend, and hold harmless the Clearinghouse from and against any and all losses, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys’ fees) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (1) a breach of this Agreement by the School or its Authorized Persons, (2) the Clearinghouse’s use of incorrect or incomplete information received from the School, (3) the School’s failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of the Clearinghouse website, (4) any negligent or more culpable act or omission of the School or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement, or (5) any failure by the School or its Authorized Persons to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

12. **Entire Agreement.** This Agreement, and all related exhibits and Attachments, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein,

and supersedes all prior contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13. **Force majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; pandemic; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

14. THE PARTIES AGREE THAT THE CLEARINGHOUSE IS NOT RESPONSIBLE FOR ANY ERRORS, ACTIONS, OR OMISSIONS BY THE SCHOOL. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR SCHOOL'S MISUSE OF THE SERVICES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PII, OR BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA, OR ANY OTHER OUTPUT, EVEN IF THE CLEARINGHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

THE PARTIES ACKNOWLEDGE THAT THE CLEARINGHOUSE HAS PROVIDED THE SERVICES AND EACH OF THE PARTIES HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND IN CONTEMPLATION OF CARRYING OUT THE PURPOSE OF THIS AGREEMENT BETWEEN THE PARTIES.

15. 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.

16. To the extent applicable under California law:

- a. Should an event rise to the level of a security breach, both parties to this Agreement shall reasonably cooperate together to fulfill either party's requirements under California data breach notification laws. The Clearinghouse shall follow its breach notification policy, which is in compliance with applicable federal and California laws. Notifications will include, written in plain language, the Clearinghouse's name and information about who to contact at the Clearinghouse, a list of the personal information we reasonably believe to have been the subject of a breach, a general description of the breach incident, and the steps we are taking to mitigate; and
- b. Except as otherwise provided in this Agreement, both parties agree that they may not disclose data obtained under this Agreement with any third party. Furthermore, both parties shall take all

reasonable steps to ensure that third parties are prohibited from using identifiable information in Education Records to engage in targeted advertising.



Attachment 1
DiplomaVerifysm Agreement

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| District Name | Perris Union High School District |
| Date | 10/6/2021 |

Participating High Schools

| | |
|--|---------------------|
| School Name: Leave the Same as StudentTracker | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
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| School Name: | City, State: |
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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

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| School Name: | City, State: |
| ACT Code: | |
| NCES Code: | |
| Address: | |
| Number of Enrollees: | |

Attachment 3
DIPLOMAVERIFYSM
CONTACT LIST

School/District/Consortium Name: **Perris Union High School District**

***Executive Contact**

(Primary point of contact other than signee)

Name: Leave the Same as StudentTracker Title: _____
Email Address: _____ Phone Number: _____

***Billing Contact**

(Person to receive billing invoice)

Name: Leave the Same as StudentTracker Title: _____
Billing Address: _____
Email Address: _____ Phone Number: _____

***Technical Contact(s)**

(Person(s) responsible for creating, sending and receiving file data)

Name: Leave the Same as StudentTracker Title: _____
Email Address: _____ Phone Number: _____

Name: _____ Title: _____
Email Address: _____ Phone Number: _____

Name: _____ Title: _____
Email Address: _____ Phone Number: _____

Please email completed contract and attachments to: contracts@studentclearinghouse.org