

AGREEMENT
Darien Board of Education
And
Lifetouch National School Studios Inc.

- I. This Agreement ("Agreement") is entered into on this 20st day of April, 2018, between the Darien Board of Education (the "Board") and *Lifetouch National School Studios* ("Contractor" or "Lifetouch") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

II. Data Privacy

A. Definitions. For purposes of this Agreement, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189. "Education records" and "personally identifiable information" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

B. Purpose of Agreement: The Parties agree that the purpose of this Section VI is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Contractor in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- Student data storage, maintenance, collection and/or analysis
- Other (explain): _____

For the avoidance of doubt, nothing herein shall be deemed to limit the Lifetouch's ability to capture, produce, offer for sale, sell and deliver student and class photos to parents of students enrolled in Darien Board of Education schools. This Agreement does not apply to (a) information collected from customers who opt to purchase products directly from Lifetouch and/or establish a Lifetouch family account or (b) Lifetouch photographs, except as incorporated into deliverables produced by Lifetouch for Darien schools. In all cases, Lifetouch is and remains the copyright owner of its photographic images.

C. General Provisions

1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.

2. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by certified mail, return receipt requested or nationally-recognized commercial delivery service. The Contractor will delete the requested student data within five (5) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use personally identifiable information contained in student data for any targeted advertising.

If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within five (5) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

D. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, to the extent applicable to the Contractor;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312, to the extent applicable to the Contractor;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content. The parties understand, however, that Contractor is not in the business of making individualized electronic accounts available, and that once the Contractor's contract with the Board terminates or expires, if ever, Contractor's business model may not support the arrangement contemplated herein. Nothing in this Section E(2) is to be construed as imposing an obligation on Contractor to offer a service that Contractor does not already offer.
3. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests