

**STUDENT RECORDS CONFIDENTIALITY AND
NON-REDISCLOSURE AGREEMENT**

THIS STUDENT RECORDS CONFIDENTIALITY AND NON-REDISCLOSURE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20____, by and between the School Board of Pinellas County, Florida, through its administrative agent (the “District”), and _____ (“Contractor”). The parties to this Agreement hereby acknowledge and agree to the following:

ACKNOWLEDGMENT

Contractor may be provided access to information which includes personally identifiable student records or reports for the limited purpose(s) of _____

_____. Contractor acknowledges the following:

- That the term “Contractor” shall include Contractor’s employees and agents; as such, each of Contractor’s employees’ and agents’ authorized access to this information is bound by the acknowledgments and agreements herein;
- That the information provided in the student records is confidential and its release may be restricted or prohibited by law (“confidential information”); and
- That any report, paper, publication, summary, synopsis, development, etc. created by Contractor that contains individual and identifiable student information is considered and shall be confidential information for purposes of this Agreement.

AGREEMENT

The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights and Privacy Act (FERPA) and that Contractor shall abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor agrees that at no time will confidential information be sold, distributed or transferred to any other party without the express written consent of the District, which may only be given in accordance with applicable law. Contractor further agrees that it shall regard all such information as confidential. Contractor shall not disclose, re-disclose, share, reveal, communicate, impart or divulge the confidential information to any person or entity outside of Contractor’s organization, unless required by law or regulation. Contractor shall take the same or greater precautions to protect the confidential information as is taken with Contractor’s own confidential proprietary information.

Contractor shall not disclose confidential information to a third party, except under the following circumstances:

- When authorized by the District;
- When required by court order or subpoena.

In the event Contractor becomes legally compelled to disclose confidential information, Contractor will use commercially reasonable efforts to promptly notify District and will provide

reasonable cooperation to District in its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the confidential information in such circumstances.

Contractor agrees that when presenting, publishing, reporting or otherwise disclosing any findings, developments, summaries, etc., Contractor shall not reveal any confidential information which would identify a student or parent, to any person who is not authorized to receive such information, including but not limited to employees of Contractor and/or District.

The Contractor agrees to comply with § 501.171 the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor shall ensure that all Board data included as part of its backup and recovery processes shall be encrypted in transit and at rest during such processes using encryption standards that meet current best practices and standards, and are not inclusive of a weak key or deprecated, obsolete, or vulnerable encryption protocol or process.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such

information and protocols concerning further dissemination consistent with this Agreement; and

- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

This Agreement shall be effective until the earlier of (i) either party providing written notice of termination, with or without cause, to the other, or (ii) Contractor's ceasing to perform the work or tasks necessitating this Agreement. The obligations of this Agreement will survive the termination of this Agreement and any return or destruction of the confidential information. Upon termination of the Agreement Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall indemnify and hold the District and its officers and employees harmless for any violation of this covenant, including but not limited to defending the District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of the breach of this covenant by Contractor. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

The parties agree that this Agreement and any attachments hereto (i) are the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the information, (ii) supersede all related discussions and other communications between the parties with respect to this subject matter, (iii) may only be modified in writing by authorized representatives of both parties, (iv) shall be governed by and construed in accordance with the laws of the state of Florida. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. Any provisions which by their nature should survive the termination of this Agreement shall so survive.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below to be effective as of the _____ day of _____, 20____.

FOR CONTRACTOR:

FOR THE DISTRICT:

President, CEO, or other Executive Officer
Signature

Signature

Printed Name

Printed Name

Title

Title