DATA USE AGREEMENT
BETWEEN
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
AND

[_____]
Photographer/Yearbook Company Name
FOR
THE DISCLOSURE OF EDUCATION RECORDS

1. PARTIES

1.1 The Los Angeles Unified School District ("District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.

1.2 _____ (Contractor) provides yearbook and/or photography
Photographer/Yearbook Company Name

services to District Schools with a primary place of business at:

_____
Contractor Address

2. PURPOSE

2.1 The purpose of this Data Use Agreement ("Agreement") is to allow for the District to provide Contractor with personally identifiable information ("PII") from student education records ("student data") without consent so that the Contractor may perform the following institutional service or function for which the District would otherwise use employees: school picture and photographs services and management services and classroom support in the preparation and printing of yearbooks and student identification cards.

2.2 This Agreement is meant to insure that Contractor adheres to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085. This agreement applies to all interactions between Contractor and District schools.

2.3 34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in 34 CFR §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) for contractors "performing institutional services or functions otherwise performed by school employees." These contractors are considered "school officials" under FERPA and the California Education Code.

2.4 Under this Agreement, the District considers Contractor to be a school official with legitimate educational interests performing an institutional service or function for which the District would otherwise use employees within the meaning of 34 C.F.R. §99.31(a)(1)(i) and Education

Code §49076(a)(2)(G)(i) and this allows the District to disclose PII from education records of students without the consent required by 34 C.F.R. § 99.30 and Education Code §49076(a).

2.5 This Agreement does not necessarily describe the complete nature of all interactions between the Contractor and the District. The Contractor's coterminous service agreement (contract, MOU, license agreement, subscription agreement, etc.) establishes the services for which Contractor is responsible and by which District considers Contractor to be a school official. However, in so far as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements with Contractor. Contractor use of District data for program evaluation, research, marketing, or product improvement purposes is strictly prohibited by this Agreement. All Contractor requests to conduct program evaluations or research must be submitted separately for review and approval by the District's Committee for External Research Review (CERR).

3. PROCESS FOR DATA TRANSFER

3.1 Reference Guide (REF-6643.3) "Guidelines for Student Photography, Yearbook, Videography, and Universal Student Identification (ID) Cards" issued by the Chief, Division of School Operations and dated May 18, 2026 pertains. Contractor will be given limited access to the District's "My Integrated Student Information System," ("MiSiS"), in order to upload student photographs through a Student Photo Portal.

3.2 Contractor can obtain access to the Student Photo Portal by applying for a Single Sign-on account, filling out a request for a VPN user account, and signing this Agreement. Access may be renewed on a year-to-year basis with the school administration authorizing Contractor access through use of the portal.

3.3 When given access by school administration, the Contractor will have authorization to download rosters and upload images. Contractor will use the rosters to schedule photography sessions. If printing student identification cards, Contractor shall ensure that, pursuant to Education Code section 215.5, the following information is printed on at least one side of each student identification card for all students in grades 7-12: "National Suicide Prevention Lifeline, 1-800-273-8255" and "National Domestic Violence Hotline: 1-800-799-7233."

4. DISTRICT DUTIES

4.1 The District will provide student data in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. 99, and California Education Code sections 49060-49085.

4.2 The student roster data will be provided as described in section 3 of this Agreement and include the following data elements only: School name; student district ID#; student first name, middle initial, and last name; and student grade level.

5. CONTRACTOR DUTIES

5.1 The Contractor will perform the following duties in regard to any student data it obtains:

5.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;

5.1.2 Use the data for no purpose other than the work stated in this Agreement;

5.1.3 Allow the District access to any relevant records for purposes of completing authorized audits;

5.1.4 Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement and ensure that all employees, contractors and agents of any kind do not use data shared under this Agreement for any purpose other than the authorized services as noted in Section 2.1, above;

5.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. District or its agents may, upon request, review the records required to be kept under this section;

5.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;

5.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 60 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

5.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code section 22584 and District policy as follows:

5.2.1 Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.

5.2.2 Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption]. "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR §164.304.

5.2.3 Contractor shall delete a student's covered information upon request of the District.

5.2.4 District data will not be stored outside the United States without prior written consent from the District.

5.3 Contractor shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information. District may require Contractor to provide documentation of compliance prior to any transmittal.

5.4 If Contractor will (1) provide cloud-based services which will involve digital storage of pupil records or (2) provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, then, the following requirements in compliance with California Education Code section 49073.1 pertain:

5.4.1 The pupil records continue to be the property of and under the control of the District;

5.4.2 Contractor will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.

5.4.3 In order for a parent, legal guardian or eligible pupil to review personally identifiable information in the pupil's records and correct erroneous information, Contractor shall: ***Provide a customer service contact number for parents to call if necessary.***

5.4.4 Contractor shall take the following actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records: ***Train all relevant individuals annually on FERPA and the the importance of protecting personally identifiable information (PII).***

5.4.5 Contractor shall use the following procedure for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records:

1. Report incident immediately to school administrator. 2. Within 30 days of discovery, send letter to parent to document incident and outline actions taken in response to the incident.

5.4.6 Contractor certifies that it will not retain the pupil records upon completion of the services. Contractor will take the following actions to enforce this certification: ***Ensure all pupil records and/or relevant data files will be purged at the end of each school year.***

5.4.7 Contractor shall not use personally identifiable information in pupil records to engage in targeted advertising.

5.4.8 The following shall be considered a part of and required under this Agreement:

- **The District's Contractor Code of Conduct** (https://4.files.edl.io/03f0/05/23/25/202754-a9a30bf8-61d2-4c0d-b71d-38b760cc1e56.pdf)
- **SB 1177 Student Online Personal Information Protection Act (SOPIPA)** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB1177)

5.5 **Additional Contractor Duties Pertaining to Protected Information**

5.5.1 In addition to any Contractor obligations stated elsewhere in this Agreement, Contractor shall notify the District in writing as soon as possible, but in no event more than two (2) business days, after Contractor becomes aware of any breach of or security Incident involving the District's **PROTECTED INFORMATION** (see Section 2.2). Contractor shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. Contractor shall identify as soon as practicable each individual whose unsecured **PROTECTED INFORMATION** has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such breach or security incident. Contractor shall cooperate in good faith with the District in the investigation of any breach or security incident.

5.5.2 Contractor shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of **PROTECTED INFORMATION**, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

5.5.3 Contractor will provide written notice to the District as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by Contractor to mitigate any harmful effect of such breach or security incident and the corrective action Contractor has taken or shall take to prevent future similar breaches or security incidents. Upon the District's request, Contractor will also provide to the District a copy of Contractor's policies and procedures that pertain to the breach or security incident involving the District's **PROTECTED INFORMATION**, including procedures for curing any material breach of this Agreement.

5.5.4 Contractor shall make reasonable efforts to trace lost or translate indecipherable transmissions. Contractor shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Contractor.

5.5.5 Contractor shall take appropriate security measures to protect the confidentiality, integrity and availability of the District's **PROTECTED INFORMATION** that it creates receives, maintains, or transmits on behalf of the District and to prevent any use or disclosure of the District's **INFORMATION** other than as provided by the Agreement. Appropriate security measures include the implementation of the best practices as specified by the the ISO 27001/2, NIST, or similar security industry guidelines.

6. AUTHORIZATION FOR TRANSFER OF DATA.

6.1 The District hereby authorizes Contractor to receive the student data listed in Section 4.2.

6.2 Contractor agrees that District makes no warranty concerning the accuracy of the student data provided.

7. TERM

7.1 This Agreement shall be effective on the date the last party signs and shall be valid for the same term as Contractor's underlying service agreement under which Contractor receives student data, but no later than **three (3) years from the date on which the last party signs this Agreement.**

7.2 Either party may terminate this Agreement for any reason at any time upon reasonable notice to the other party.

8. NOTICES

8.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

8.2 Notices shall be delivered to the following:

DISTRICT:	CONTRACTOR:
Attention: Dr. Kevon Tucker-Seeley, Director Office of Data and Accountability 333 South Beaudry Avenue, 16th Floor Los Angeles, CA 90017 TEL: (213) 241-2460 FAX: (213) 241-8462	**Attention:** _____ _____ _____ _____ TEL: _____ EMAIL: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Title/Position: Kevon Tucker-Seeley, Director, Office of Data and Accountability

CONTRACTOR

By: _____ Date: _____
(signature)

Name and Title/Position: _____

SCHOOL TO FILL IN APPLICABLE INFORMATION BELOW:

Contract #:

MOU:

License Agreement/Subscription Agreement #: _____

Purchase Order #: _____

PCARD SAP Transaction #: _____