



Provo City School District

KEITH RITTEL

Superintendent

CHAD DUNCAN

Director of Technology

Restriction on Use of Confidential Information Agreement

THIS RESTRICTION ON USE OF CONFIDENTIAL INFORMATION AGREEMENT, executed and effective as of the 20th day of Feb, 2019, by and between Pearson (the "Independent Contractor"), and PROVO CITY SCHOOL DISTRICT ("PSD"), a public school system organized and existing under the laws of the state of Utah, as authorized by the Board of Education of PSD ("PSD School Board"), a body corporate and legal subdivision of the state under the laws of Utah, recites and provides as follows: Collectively, the Independent Contractor, PSD or PSD School Board are referred to hereinafter as "the Parties."

Recitals

Independent Contractor desires to enter into a Business Relationship or desires to continue under a current Business Relationship to provide services to the District that may require accessing information from the District. The parties desire to enter into this Agreement to allow the Independent Contractor such access to the information from the District upon the terms and conditions set forth below.

As such, the Independent Contractor and the PSD School Board are parties to a certain agreement entitled "Pearson" hereafter referred to as the "Agreement".

The Independent Contractor and the PSD School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), Utah Code 53A-1, Part 14, and the overall privacy and security of student data, including Personally Identifiable Information (PII) as defined in 34 C.F.R. §99.3 and personally identifiable student data, as defined in Utah Code 53A-1-1402, hereafter referred to as "Student Information". Further, both parties agree terms and conditions shall apply to any employee information subject to the Health Insurance Portability and Accountability Act (HIPPA) and any data subject to the Government Records Management Act (GRAMA). A further purpose of this Agreement is to (a) identify of the Independent Contractor as an entity acting for the PSD School Board in its performance of functions that a PSD School Board employee otherwise would perform; and (b) establish procedures for the protection of Student/Employee Information, including procedures regarding the collection, use, storage, or sharing of Student/Employee Information and procedures regarding security and security breaches.

Agreement

The Parties understand, acknowledge, and agree to the following provisions:

Confidentiality Obligations Applicable to Certain PSD Student and Employee Information. The Independent Contractor hereby agrees that it shall maintain, in strict confidence and trust, all PSD Student and Employee Information. Student and Employee Information shall not be shared with any other resource or entity that is not specifically described in this Agreement.