

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, the Allegany County Public Schools (hereinafter ACPS) desires to utilize services provided by vendor and vendor has agreed to provide services to ACPS and its students and/or staff; and

WHEREAS, in order to perform the services requested the vendor will need access to ACPS student data and/or staff data; and

WHEREAS, some of said data is directory information and some of said data includes personally identifiable information which is confidential information as defined under the Federal Family Education Rights Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPPA"). Confidential information is subject to the provisions of Md. Education Code Ann. § 4-131 and may include but is not limited to: login, password, last name, first name, email address, and grade level.

NOW, THEREFORE, the parties do hereby agree as follows:

1. ACPS shall furnish to vendor information which may include confidential information as described in the recitals above and may further allow vendor the right to discuss or interview representatives of the ACPS with regard to that information. ACPS will determine the method and manner to distribute the information.
2. Vendor agrees that it will hold confidential information in trust and confidence and that it will obtain, maintain, use, transmit, and release any and all student and/or staff records during the term of the agreement and thereafter only in accordance with both "FERPA" and "HIPPA" privacy and security safeguards. Vendor further agrees that the information shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
3. Except for electronic copies made for archival, backup or disaster recovery purposes, no copies will be made or retained of any information or prototypes supplied without the permission of ACPS.
4. All confidential information in whatever format, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to ACPS at the conclusion of the project being performed for ACPS or upon demand by ACPS. At vendor's discretion, such information may be destroyed by vendor with such destruction certified in writing to ACPS.
5. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to be bound by the terms of this Agreement, and have been approved by ACPS.
6. Vendor must immediately notify ACPS if they are aware of a breach or unauthorized access to student or employee confidential data. Vendor will take such steps as directed by ACPS to mitigate damages resulting from such breach.
7. The recitals described above are considered fundamental parts of this agreement.
8. This Agreement shall be governed by the laws of the State of Maryland.

AGREED AND ACCEPTED BY:

Vendor _____
Date _____
Signature _____
Printed Name _____
Title _____

Witness: _____

Allegany County Board Of Education

Date _____
Signature _____
Printed Name _____
Title _____

Witness: _____

Dear Parent(s) / Guardian(s) and Student:

Your child has been provided access to online educational services for use according to the requirements for participation in an ACPS instructional program and may be provided equipment from the Allegany County Public Schools (ACPS).

This form must be signed by the student and parent/guardian and then returned to the teacher before access to the online educational services is permitted or the equipment/software can be issued. Online services include Aspen, Engrade, Discovery Education, Edmodo, Google Classroom, Google Drive, and any additional program approved by ACPS. A list of all approved online educational services can be found at www.acpsmd.org under the "Parents & Students" tab.

The equipment and online educational services are provided to you without charge by Allegany County Public Schools. The equipment is the property of Allegany County Public Schools and is not the property of the student or parent/guardian. The equipment and the associated software is provided to the student for instructional purposes and may be sent or used at home as needed. The equipment must be returned at the end of the school year or when the student is no longer participating in the program. It is expected that the student will use the software responsibly and that the equipment will be returned in good condition.

Parent(s) / Guardian(s) and Student Responsibilities are:

1. To bring the equipment to class and use the software in class at the direction of the teacher.
2. To exercise care and responsibility for the equipment.
3. To monitor and supervise your child's use of the device at home and to safeguard passwords and maintain the security of personal information. (Note: ACPS maintains a filtering for all equipment. If the filter is removed from the equipment, your child may be exposed to inappropriate material.)
4. To immediately notify the teacher if the equipment cannot be located, is in need of repair, or software access has been compromised.
5. To return the equipment and accessories, or relinquish program access at the teacher's request if the teacher feels the equipment or software is not being treated properly.
6. To maintain the original configuration and settings of the equipment and software as provided by ACPS, which include the following rules:
 - a) Removal of the ACPS management tools from the device is prohibited.
 - b) Apps may not be added to or deleted from the device.
 - c) Pictures, audio, video and Internet history stored on the equipment are the property of ACPS.
 - d) Software access is only provided to the student and should not be shared.
7. To refrain from any unlawful use of equipment.
8. To return the equipment to ACPS.

Failure to abide by the Parent(s) / Guardian(s) and Student Responsibilities may result in:

1. The requirement by the Parent/Guardian to replace equipment that is damaged, stolen, or lost with a new piece of equipment of the same model in the original packaging, or payment of the value of the equipment, to Allegany County Public Schools.
2. Student discipline pursuant to Policy JK.
3. Exclusion of the student from the instructional program identified below.
4. Criminal prosecution when equipment is used for unlawful purposes.
5. Criminal prosecution when equipment is not returned to ACPS.

Personally Identifiable Information (PII) stored in online educational services or on ACPS issued devices:

Online educational services approved by ACPS may be used as educational resources. Some online educational services create assessment data, scores, and grades for students, thus creating educational records protected by the Family Educational Rights and Privacy Act (FERPA). By participating in online educational services, you consent to the release of these records. Except for those sites approved by ACPS for use by the student, ACPS will NOT be responsible for personal information stored on the device or stored/accessed in cloud services.

Your signature indicates that you have read and understood the agreement, that you wish your child to participate in the program, and that you will abide by the terms recited herein. You may choose to restrict your child's use of the equipment to school property by checking the box below and returning the form.

☐ I agree to the conditions stated above. ☐ I do not want my child to remove the equipment from school property.

Student's Name		Student's Signature	
Parent/Guardian's Name		Parent/Guardian's Signature	
Date Issued		Date Returned	
Bar Code		Equipment/Software Type	
Additional Program(s)		Equipment Value	
Teaching Staff Name		Teaching Staff Signature	