

## Maine

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Maine Regional School Unit 56 (the “**Local Education Agency**” or “**LEA**”) and JOSTENS INC (the “**Provider**”).

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Maine. Specifically, those laws are 20-A M.R.S. §6001-6005.; 20-A M.R.S. §951 et. seq., Maine Unified Special Education Regulations, Maine Dept of Edu. Rule Ch. 101; and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the MA-NH-RI-NDPA, Standard Version 1.0 Data Privacy Agreement between the Provider and Narragansett Regional School District (“**Originating LEA**”) which is dated February 10, 2021 (“**Originating DPA**”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA:
  - a. In Article IV, Section 2 of the Originating DPA, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
  - b. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
  - c. The Provider may not publish on the Internet or provide for publication on the Internet any Student Data.
  - d. If the Provider collects student social security numbers, the Provider shall notify the LEA of the purpose the social security number will be used and provide an opportunity not to provide a social security number if the parent and/or student elects.
  - e. The parties agree that the definition of Student Data in Exhibit “**C**” includes the name of the student’s family members, the student’s place of birth, the student’s mother’s maiden name, results of assessments administered by the State, LEA or teacher, including participating information, course transcript information, including, but not limited to, courses taken and completed, course grades and grade point average, credits earned and degree, diploma, credential attainment or other school exit information, attendance and mobility information between and within LEAs within Maine, student’s gender, race and ethnicity, educational program participation information required by state or federal law and email.
  - f. The parties agree that the definition of Student Data in Exhibit “**C**” includes information that:

- i. Is created by a student or the student's parent or provided to an employee or agent of the LEA or a Provider in the course of the student's or parent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes;
  - ii. Is created or provided by an employee or agent of the LEA, including information provided to the Provider in the course of the employee's or agent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes; or
  - iii. Is gathered by the Provider through the operation of the Provider's website, service or application for kindergarten to grade 12 school purposes.
3. Provider may, by signing the attached form of "General Offer of Privacy Terms" be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
4. **Notices.** All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Chris Cline and Jostens, Inc. Title: Jostens Sales Rep  
 Address: Attn General Counsel, 7760 France Avenue S, Ste 400, Minneapolis, MN 55435  
 Email: [chris.cline@jostens.com](mailto:chris.cline@jostens.com) and [legal@jostens.com](mailto:legal@jostens.com) Phone: 877-767-5217

The designated representative for the LEA for this DPA is:

Maine Regional School Unit 56  
 Brian R. Keene, Technology Director  
 147 Weld Street, Dixfield, ME 04224  
 Bkeene@rsu56.org  
 207-562-4300 x4103

**Maine Regional School Unit 56**

By: Brian R. Keene Date: 7/6/21  
 Printed Name: Brian R. Keene Title/Position: Technology Director

**JOSTENS INC**

By: Tammy Whitaker Date: 7/6/2021  
 Printed Name: Tammy Whitaker Title/Position: VP and GM Yearbook

**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Maine Regional School Unit 56 (“Maine Originating LEA”) which is dated 7/6/21, to any other LEA (“Subscribing LEA”) who accepts this General Offer of Privacy Terms (“General Offer”) through its signature below. This General Offer shall extend only to privacy protections, and Provider’s signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider’s signature to this Form.

Subscribing LEAs should send the signed Exhibit “E” to Provider at the following **email** address:

legal@jostens.com.

**JOSTENS INC**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Maine Regional School Unit 56 and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5 of the Originating DPA. \*\***

**Subscribing LEA: (School District Name):** \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_






# Jostens\_Maine

Final Audit Report

2021-07-07

Created:	2021-07-06
By:	Ramah Hawley (rhawley@tec-coop.org)
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