

Supplemental Information for Agreement with Nationwide Studios | Legacy Studios (hereinafter “Third-party Contractor”): For purposes of further ensuring confidentiality and security of student data, each contract (“Agreement”) the Mineola Union Free School District (the “District”) enters into with a third-party contractor (the “Third-party Contractor”) shall include a Data Security and Privacy Plan that includes a signed copy of the District’s Parents’ Bill of Rights and in which Plan the Third-party Contractor agrees to abide by the District’s Parents’ Bill of Rights and to comply with the following:

- 1) **Exclusive Purposes for which Student Data Will Be Used.** Use of Personally Identifiable Information (“PII”) under the Agreement will be limited to that necessary for the Third-party Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Third-party Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.
- 2) **Protective Measures Regarding Third Parties.** The Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the District’s Parents’ Bill of Rights, and the Family Educational Rights and Privacy Act (“FERPA”). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data will abide by all the terms and conditions of this Data Security and Privacy Plan.
- 3) **Expiration of Agreement.** Absent renewal, the Agreement expires annually on June 30th. If the District does not renew the Agreement past June 30th of the contractual year, all student data shall be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Third-party Contractor will ensure, at the sole discretion of the District, that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Third-party Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Third-party Contractor’s email account. Third-party Contractor shall ensure that any data it retains after 90 days is data it is required to retain by law and retention is secured in accordance with NIST and/or HIPPA standards.
- 4) **Challenge to Accuracy of Data.** A parent, student, teacher or principal can challenge the accuracy of the Data received or generated by the Third-party Contractor in writing addressed to Whitney Smith, Ed.D., Director of Instructional Technology and Assessment, Mineola Union Free School District, 2400 Jericho Turnpike, Garden City Park, New York 11040.
- 5) **Storage of Data.** Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall

comply with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.

- 6) **Breach of Personally Identifiable Information.** The Third-party Contractor must notify the District of any breach or unauthorized release of PII within seven (7) calendar days of any such breach or Third-party Contractor's knowledge of such breach. The Third-party Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Third-party Contractor, its subcontractors, and/or assignees.

MINEOLA UNION FREE
SCHOOL DISTRICT

Nationwide Studios | Legacy Studios

By: Cheryl Lampasone
Name: Cheryl Lampasone
Title: President, Board of Education

By: JM
Name: Jordan Moore
Title: Chief Privacy Office

IMAGE CAPTURE AGREEMENT

LEGACY SENIOR IMAGE CAPTURE PROGRAM

1. Legacy Studios will image capture all seniors at Mineola High School. No other portrait images will be allowed in the senior portrait section of the Yearbook unless permission is granted by an administrator of Mineola High School & approved by Legacy Studios.
2. Legacy Studios will email seniors/parents information needed to reserve their Senior Image Capture Session date and time online using the school supplied email contact list. School will list dates/times on their website along with Legacy Studios Customer Service contact information and phone number.
3. **Senior image capture Session Fees: Indoor only**
 - Up to 10 Poses - No Charge, Tux & Drape & Cap & Gown
 - Up to 24 Poses for \$20.00, Tux & Drape & Cap & Gown
4. Legacy Studios will provide the school with a Microsoft Team's account so Yearbook Advisor can review up to date reports regarding senior portraits:
 - Students Photographed
 - Students Not Photographed
 - YB Pose selected by each senior photographed
5. The school will provide Legacy Studio with a class list, via the school's Microsoft Teams account, of all seniors containing names, parent email & parent cell phone number (ASCII File). **Legacy Studios agrees to protect the confidentiality of all personal student information and we will provide our compliance to the State's Parent Data Privacy Laws. We are in complete compliance with ALL the NY Parent Data Privacy Laws.**
6. Senior images will be **uploaded to the School's Publishing Company Photo Library** at a mutually agreed upon date and can be within as little as 10 business days of the final senior portrait date. School Publishing Rep will provide Legacy Studios access to online yearbook program to upload all images.
7. Legacy Studios will provide professional candid photography events such as Varsity sports teams, **plus up to 15 additional Events** such as Superlative Day, Drama/Play Dress Rehearsal and other events. This service will be used under the Student Activities Director/Yearbook Advisor's discretion, and it is not limited to certain times. Events that are scheduled after school and evenings will be covered upon school providing a minimum of 48-hour notice. **All candid/event images will be uploaded to the school's Publishing Company Photo Library as events are completed, if school allows.** School Publishing Rep will provide Legacy Studios access to online yearbook program to upload all images. This service will be provided to the school at **NO CHARGE**.

Legacy Studios will provide students/parents the opportunity to view and purchase all public access candid/event images taken through our secure ordering website.

8. **ALL** senior image capture dates will be established and held on location (school campus) starting with July/Aug and fall dates as well will be offered on campus. The school may also request a final senior portrait session date to be held after the original senior portrait dates. **Our local studio location will also be offered that will include weekend opportunities. Location: TBD, Opening in June/July 24**

UNDERCLASS/ID PORTRAIT PROGRAM

1. The school's Yearbook Advisor or Assistant Principal will work with Legacy Studios Rep to schedule all portrait dates. Studio will provide **one or two original Picture Days and one/two Retake Days. No Charge portrait packages to any parent, who volunteer to help on Picture Day, per the schools' approval/option.**
2. **Preorder portrait packages; the school may opt to have all preordered portrait packages only shipped to school and sorted per the school's specifications (sorting data must be included with the student data the schools provides to Legacy Studios), which provides lower pricing and it will eliminate the S&H for parents. Parents who do not preorder will be emailed a link to their child's portrait gallery within approximately 10 business days for Picture Days.**
3. Approximately 50 portrait package order flyers (25 in Spanish, if requested) for the fall portraits will be provided to the school for those parents who need to order their student's portrait package via a check or money order. We will also provide a PDF version with a pre-pay link that can be emailed to parents by the school in advance of photo day. Legacy Studios will also email each family the ordering link three times prior to Picture Day as well. **Parents can Unsubscribe at any time to be removed from these informational emails regarding Picture Day.**
4. All UC and Faculty/Staff images will be **uploaded to the school's Publishing Company Photo Library** at a mutually agreed upon date and within 14 business days of the final Retake Date. School Yearbook Advisor will add Legacy Studios Representative access to online yearbook program to upload.
5. The school will provide Legacy Studio with a class list, via the school's Microsoft Teams account, of all underclassmen containing names, grade, ID number, parent cell number and parent email address (ASCII File) three weeks prior to portrait day. Legacy Studios agrees to protect the confidentiality of all personal student information and we will provide our compliance to the State's Parent Data Privacy Laws. **We are in complete compliance with ALL the NY Parent Data Privacy Laws.**
6. **Legacy Studios Family Plan – Within the entire school district, after the first two siblings are paid at full price, any additional siblings are free of charge for the same package.**



SERVICE PRODUCTS

1. The School's Microsoft Teams account will allow for downloading student images formatted to school Student Information System (SIS example: Powerschool or School Tool).
2. Legacy Studio will provide **three (3) Image Directories** for the school at **NO CHARGE**. These directories will include all students & faculty/staff photographed during underclass Picture Days and Retake Days.

COMMISSION PROGRAM

1. Legacy Studios will return 20% of the net underclassmen portrait packages sold, per year, to Mineola High School Yearbook or YB Advisor may opt to have equipment purchased in lieu of the check.
2. Legacy Studios will provide a Technology Equipment/Branding Budget to purchase computers, laptops, DSLR camera kits, iPad or branding products for the school. **One time Technology Equipment/Branding Budget not to exceed \$1,000.00**

ADDITIONAL PHOTOGRAPHY PROGRAMS & SERVICES

1. Legacy Studio may be available to photograph Mineola High School proms, if requested. Formal Prom Photography options will be provided to the Class/Prom Advisor with costs to be provided for each option. **PROVIDED ONLY UPON SCHOOL'S REQUEST**
2. Legacy Studios can provide an on-campus photo workshop to help all students interested in assisting with photography for the yearbook.
3. Legacy Studios will photograph the senior class group portrait in the gym or outside bleachers. Studio will also be available to provide a **Drone image**, if requested, of the senior class members forming the school year number on football field at **NO CHARGE. Upon school's request/approval.**
4. Legacy Studios will schedule with the Athletic Director or Assistant each season a **Media/Team Day**. Student Athletes will be able to purchase sport team packages as well as individual portraits. Studio will provide each team coach with a complimentary 8"x10" team picture and the Athletic Director with one complimentary 8"x10" of each team photographed at **NO CHARGE. Per school's request only or team images will be taken 30 minutes prior to the game starting.**
5. Legacy Studios will provide our Graduation Photography Program at **NO CHARGE**. This program provides images taken of each senior graduate as he/she is receiving his/her diploma as they cross the stage and/or one just off stage with diploma jacket. Each senior will be able to view their graduation image online and purchase a package if they so desire. **School may request our services to be conducted during the school's senior class dress rehearsal for graduation.**
6. Parents' questions should be referred to our **World Class customer service department** and representatives that are there to help answer any/all parents questions or issues. Our customer service representatives are there to **SERVE** your school community parents and students. Parents' questions are referred to our customer service email address and 1-800 number listed in their packages. It is staffed 10 am – 3 pm during the busy fall season. Our customer service will have instant access to images when parents call. Our Customercare@legacystudios.com email is also available 24/7 with an instant chat feature. All customer service emails will be answered within 24 hours.

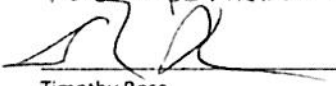
TERM OF AGREEMENT

1. This agreement is for one (1) school year (2024-25), with an option to renew for two (2) years (2025-2026 & 2026-27) under the same terms and conditions. The agreement will be reviewed by the Principal & Yearbook Advisors at Mineola High School prior to the end of the 2026-2027 school year for renewal under the same terms and conditions.


For: Mineola High School

Will Herman

Assistant Superintendent for Business & Operations


Timothy Rosa

Director of Sales – NE/Metro

Legacy Studios, a division of Nationwide Studios

Agreed this 25TH day of JULY, 2024

TERMS & CONDITIONS

The person signing this Agreement represents that he/she has the authority to execute this Agreement on behalf of the School. The School acknowledges that once executed by legacy, this is a binding Agreement between the parties and represents that it has all necessary power and authority to enter into this Agreement. This Agreement, including all pricing and/or performance schedules set forth herein, represents the entire agreement between parties.

Legacy will perform the services under this Agreement in a good and workmanlike manner. Legacy shall not be liable for delays or losses caused by strikes, accidents, government restrictions, acts of God or other causes beyond its reasonable control and such delays shall not constitute a breach of contract. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LEGACY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY(S) OF MERCHANTABILITY