

Vendor Statement of Compliance Data Privacy and Protection

This agreement is entered into between the Roseville City School District ("LEA" or "District") and BrainPOP LLC ("Service Provider") on 03/01/2021 ("Effective Date").

WHEREAS, the LEA and the Service Provider entered into an agreement for Educational Technology services;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015, between a local education agency and a third-party service provider must include certain terms;

NOW, THEREFORE, the Parties agree as follows:

Section I: General - All Data

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Educational or Technology Services management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by LEA management.

Agree: Yes No

2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware, and software is prohibited.

Agree: Yes No

3. **PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and district policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management and state and federal law.

Agree: Yes No

Section I: General - All Data (Continued)

4. **REUSE:** Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Roseville City School District data without the prior, written consent of Educational or Technology Services management.

Agree: Yes No

5. **TRANSPORT:** Vendor must provide a secure channel (S/FTP, HTTPS, SSH, VPN, etc) for the District to "push" data to the vendor and to extract data as required. Vendors will not have direct access to District systems and will not "pull" data at any time.

Agree: Yes No

6. **EXTERNAL SECURITY:** Vendor must attach to this document reasonable evidence that their system is secure from external hacking and attacks. Devices such as firewalls and technologies such as NAT are the minimum requirements. Active IDS or similar technology is preferred.

Agree: Yes No

7. **INTERNAL SECURITY:** Vendors must attach to this document reasonable evidence that their system is secure from internal hacking and attacks. Describe the interactions vendor personal (or their representatives) will have directly with District data. How is uploaded data from the District handled and processed? Who has access to this data? What happens to the data after the upload is complete? What security safeguards are in place to protected unauthorized access to District data? How are backup performed and who has access to and custody of the backup media? How long are backup maintained; what happens to the District data once the backup is "expired"? If any data is printed, what happens to these hard copy records?

Agree: Yes No

8. **DISTRICT ACCESS:** Vendor must provide a secure means (see Item 5 above) for the District to extract ALL data from the vendor system. This can either be an online extraction tool or a vendor-provided extract as needed by the District (not to exceed quarterly). Describe the means and format of the data (delimited, Excel, MDB, SQL Dump).

Agree: Yes No

9. **TERMINATION:** Upon termination of this agreement as provided herein, the vendor will permanently delete all customer data from their system as allowed by state and federal law. Vendor may be required to certify the destruction of LEA data within 90 days of contract termination.

Agree: Yes No

Section II: AB1584 Compliance - Student Information Only

1. Vendor agrees that the Roseville City School District retains ownership and control of all student data.
Agree: Yes No
2. Vendor must attach to this document a description of how student-created content can be exported and/or transferred to a personal account.
Agree: Yes No
3. Vendor is prohibited from allowing third-parties access to student information beyond those purposes defined in the contract.
Agree: Yes No
4. Vendor must attach to this document a description of how parents, legal guardians and students can review and correct their personally identifiable information.
Agree: Yes No
5. Vendor will attach to this document evidence how student data is kept secure and confidential.
Agree: Yes No
6. Vendor will attach to this document a description of procedures for notifying affected parents, legal guardians or eligible students when there is an unauthorized disclosure of student records.
Agree: Yes No
7. Vendor certifies that student records will not be retained or available to a third party once the contract has expired or is canceled (See Page 2, Item 9).
Agree: Yes No
8. Vendor will attach to this document a description of how they and any third party affiliates comply with FERPA.
Agree: Yes No
9. Vendor and its agents or third parties are prohibited from using personally identifiable information from student records to target advertising to students
Agree: Yes No

Section III: SB 1177 SOPIPA Compliance - Student Information Only

1. Vendors cannot target advertising on their website or any other website using information acquired from students.
Agree: Yes No
2. Vendors cannot create a profile for a student except for school purposes as defined in the executed contract.
Agree: Yes No
3. Vendors cannot sell student information.
Agree: Yes No
4. Vendors cannot disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.
Agree: Yes No
5. Vendors must attach to this document evidence of how student information is protected through reasonable security procedures and practices.
Agree: Yes No
6. Vendors must delete district-controlled student information when requested by the District.
Agree: Yes No
7. Vendors must disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.
Agree: Yes No

As an authorized representative of my organization, I accept the conditions listed in this document.

H. Scott Kirkpatrick Jr

Print Name

H. Scott Kirkpatrick Jr.

3/11/21

Signature, Date

Laura Assem, 3/6/2021

Print Name (Roseville City School District)

Laura Assem

Signature, Date (Roseville City School District)

EXHIBITS

Section 1.6: External Security

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data.

Section 1.7: Internal Security

Only limited BrainPOP personnel have access to the database, and personnel only access it when necessary to provide services. Personnel with access to Student Records pass criminal background checks and undergo periodic privacy training.

We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year.

For more info please visit https://www.brainpop.com/about/privacy_policy/

Section II.2: Exporting of Student-Created Content

Districts and schools may request copies of their student personal information (which includes an CSV template file of names, classes and quiz scores), which shall be provided within four (4) weeks of the written request or the administrator on the account can export using the administrator dashboard feature.

For more info please visit https://www.brainpop.com/about/privacy_policy/

Section II.4: Review and Correcting Personally Identifiable Information (PII)

Each school or district Administrator has access to a dashboard that allows them to create, update, review, modify and delete individual accounts, and monitor logins within the individual accounts.

EXHIBITS

Section II.5: Securing Student Data

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center.

We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser remains encrypted. We also encrypt the data at rest.

Governance policies and access controls are in place to ensure that the information of each district, school, or other subscriber is separated, and all subscribers can only access their own data.

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We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year.

Section II.6: Disclosure Notification

BrainPOP will provide the District of an actual breach within 72 hours of becoming aware of the breach. BrainPOP will cooperate with the District, so the District can notify affected parents or students but we will not contact the parents or students directly.

Section II.8: Family Educational Rights and Privacy Act (FERPA) Compliance

BrainPOP agrees to operate as a school official as the term is used in the Family Educational Rights and Privacy Act (FERPA), and operates at the direct control of our school and district customers with respect to our use and handling of their student records.

Section III.5: How Student Data is Protected:

ervers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center.

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