ROSEVILLE CITY SCHOOL DISTRICT
Est. 1869

Technology Services

1050 Main Street Roseville, CA 95678
Phone (916) 771-1645 Fax (916) 771-1650

Laura Assem, Director of Technology

Vendor Statement of Compliance
Data Privacy and Protection

This agreement is entered into between the Roseville City School District ("LEA" or "District") and Desmos, Inc. ("Service Provider") on 8/12/2020 ("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 ○

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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 ○

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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 ○

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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.

Kathleen Hammill, Chief of Staff
Print Name

Signature, Date

Laura Assem, Director of Technology
Print Name (Roseville City School District)

Signature, Date (Roseville City School District)

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EXHIBITS

Section 1.6: External Security

All of our sites, apps, and services use Secure Socket Layer Encryption (SSL) to transfer your data. We only share and store your data with trusted services that are also committed to security.

Section 1.7: Internal Security

We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected through our Service. Access to information is limited (through user/password credentials and, in some cases, two factor authentication) to those employees who require it to perform their job functions. We use industry standard SSL (secure socket layer technology) encryption to transfer personal information. Other security safeguards include but are not limited to data encryption, firewalls, physical access controls to buildings and files, and employee training. You can help protect against unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account.

Please refer to Desmos Privacy Policy found at https://www.desmos.com/privacy

Section II.2: Exporting of Student-Created Content

All student-created content is tied to a teacher account. A request should be submitted to the LEA to transfer an active school account to a personal one.

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

Students may access, update, or correct Student Data by logging into their account. Parents may contact the School directly to request to access, correct, and update a student's personal information contained in active School accounts.

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Section II.5: Securing Student Data

Access to information is limited (through user/password credentials and, in some cases, two factor authentication) to those employees who require it to perform their job functions. We use industry standard SSL (secure socket layer technology) encryption to transfer personal information. Other security safeguards include but are not limited to data encryption, firewalls, physical access controls to buildings and files, and employee training. You can help protect against unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account.

Section II.6: Disclosure Notification

In the event we have a reasonable, good faith belief that an unauthorized party has gained access to or been disclosed Student Data (a "Security Event"), that we have collected or received through the Service, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of Desmos or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and Desmos shall indemnify the School for costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of Desmos or its agents, Desmos shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense. Desmos shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to User accounts that are not associated with a School account.

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

The Family Education Rights and Privacy Act (FERPA), is a federal law that protects the privacy of student educational records. Unlike COPPA, which applies to all online operators, FERPA regulates an educational institution's use of student data. Our product policies help those institutions meet their obligations under FERPA. We expect teachers, not students, to use teacher.desmos.com for creating and running activities, so FERPA isn't a consideration for work done on that website. Our Tools are intended for individual usage. We don't know when any of these tools are used at the direction of a teacher as part of an assignment, so we can't be helpful with FERPA compliance. For this reason, we strongly recommend that teachers and schools only use teacher.desmos.com and student.desmos.com for collecting academic assignments.

We assume that all work in student.desmos.com has been assigned by a teacher or school for academic purposes. We don't own any personal information collected through student.desmos.com – that work is owned by the teacher and school. Parents and students have rights under FERPA to access that work. Note that only a teacher or school can ask Desmos to delete work done on student.desmos.com. Note further that if an account on teacher.desmos.com is deleted, student work associated with any activities that the teacher ran will be deleted as a result, even for students who still have an account. Please see our Student Data Privacy Statement for more details.

Section III.5: How Student Data is Protected:

Please see response to Section II.5.

Please see next page for additional clarifications

The following provisions clarify the responses from Service Provider set forth in the DPA:

Section I: General – All Data

1. Section 3, "Privacy". For clarification, at all times, the Service Provider will consider all data collected in the course of their duties, except any data that has been de-identified, to be protected and confidential.

2. Section 4, "Reuse". For clarification, this section shall not apply to the use of data that has been de-identified for demonstration purposes.

3. Section 8 "District Access". For clarity, Service Provider supports limited export of CSV data from the teacher dashboard. We can delete all data associated with an account, however, for export, a teacher can export limited data in CSV. In such cases where LEA submits written request for the return of all data, we will notify the LEA that the data cannot be returned and instead delete the data if the LEA requests such deletion in response to our notification."

4. Section 9, "Termination". For clarification, upon termination of this agreement, and within 90 days' of Service Provider's receipt of written request from the LEA, the Service Provider will permanently delete all student data from the system as allowed by state and federal law."