RCSD 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 Carnegie Learning ("Service Provider") on 9/20/2019 ("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 ○

RCSD 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

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 ○

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

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 ○

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

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.

Peter LaCasse
Print Name

Peter C LaCasse 09.23.19
Signature, Date

Laura Assem
Print Name (Roseville City School District)

Signature, Date (Roseville City School District)

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

EXHIBITS

Section 1.6: External Security

Carnegie Learning has implemented an information security program with numerous measures, including administrative, technical and physical controls that are designed to reasonably safeguard information that can individually identify you against the loss, misuse and alteration of the information under our control.

Physical security of Carnegie Learning production systems and data including any such data is provided by AWS . Our offices and staff are in a class A office building secured by RFID badges and security guards, 24/7

Section 1.7: Internal Security

Access to personally-identifiable information (PII) is limited to those who have a direct role in providing services to the LEA and have a need for PII. All such employees undergo background checks and training in the treatment of PII.

Carnegie Learning does not collect or maintain any demographic, academic or other school record information about students, teachers or administrators unless it has a separate reporting or research agreement.

Section II.2: Exporting of Student-Created Content

Most data can be exported through Teachers Toolkit or Leadership reports, as appropriate. For additional requests, please contact privacy@carnegielearning.com

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

In most cases, we would recommend talking to a teacher or administrator, who could help with reviews and corrections. If the teacher or administrator is unable to provide access or make appropriate corrections, they should contact Carnegie Learning at privacy@carnegielearning.com.

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

EXHIBITS

Section II.5: Securing Student Data

Access to personally-identifiable information (PII) is limited to those who have a direct role in providing services to the LEA and have a need for PII. All such employees undergo background checks and training in the treatment of PII.

Carnegie Learning does not collect or maintain any demographic, academic or other school record information about students, teachers or administrators unless it has a separate reporting or research agreement.

Section II.6: Disclosure Notification

Carnegie Learning does not have contact information for parents or guardians. In the event of an unauthorized disclosure of student information, Carnegie Learning will:

- Immediately convene a meeting of our Breach Response Team, consisting of the COO, SVP of Engineering, Director of Operations, Director of Site Reliability and legal council, if necessary.
- Outline steps to contain the breach.
- Determine what specific student information may have been accessed.
- Determine appropriate means to contact affected customers and to communicate information about the breach to the public.
- Determine and implement changes to data systems and procedures that will prevent a breach of

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

Carnegie Learning fully complies with FERPA. In order to provide and support our products, Carnegie Learning may contract with third parties and share information required to carry out these services with these third parties. In such cases, all third parties are required to abide by our privacy policy.

Section III.5: How Student Data is Protected:

Carnegie Learning collects and maintains information on students for the benefit of teachers, schools and school district administrators who license our products and services. We collect student information through our digital properties that provide teaching and learning resources designed for students in pre-K through college.

All student data is transmitted and stored securely. Personally-identifiable data is only accessed by employees with a direct need for that information in order to support the district's educational purposes.

Reset Form