

**Vendor Statement of Compliance for  
Data Privacy and Protection**

This agreement is entered into between Roseville City School District (“LEA”) and \_\_\_\_\_ (“Service Provider”) \_\_\_\_\_ (“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)**

- 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 \_\_\_\_\_
- 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 \_\_\_\_\_
- 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 \_\_\_\_\_



CITY SCHOOL DISTRICT

## TECHNOLOGY SERVICES

1050 Main Street • Roseville, CA 95678  
Phone (916) 771-1600 • Fax (916) 771-1650

*Laura Assem, Director of Technology*

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 and 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, vendor will permanently delete all customer data from their system as allowed by state and federal law. Vendor may be required to certify destruction of LEA data within 90 days of contract termination.  
Agree: Yes \_\_\_\_\_ No \_\_\_\_\_
  
10. **NOTICE OF BREACH:** Vendor must notify Roseville City School District's Superintendent and Director of Technology of any breach to the security of the system or breach in the security of the data, in the most expedient time possible and without unreasonable delay (Cal. Civ. Code §1798.29).  
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 school 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 \_\_\_\_\_

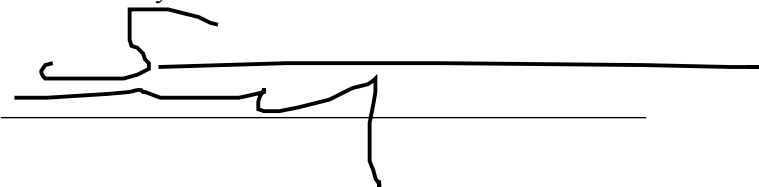
As an authorized representative of my organization, I accept the conditions listed in this document.



10/5/2017

Roseville City School District

Date



10/5/2017

Date

**Exhibits**

Section I.6 External Security:

We implement standard security best practices regarding user authentication and keep all databases behind secure authentication. Data is stored on secure servers, and communication between servers and users is encrypted.

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Section I.7 Internal Security:

All backup data is stored within Amazon Cloud Services, which is highly protected, all data is encrypted between users and these services, and our servers restrict data access appropriately. We implement stanrda

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Section II.2 Exporting of student created content:

Student content created come the form of student-created webpages and student-created games.

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See Attached AB 1584 Complainece document

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Section II.4 Review and correcting personally identifiable information:

See Attached AB 1584 Complainece document

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Section II.5 Securing student data:

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See Attached AB 1584 Compliance document

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Section II.6 Disclosure notification:

See Attached AB 1584 Compliance document

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Section II.8 FERPA compliance:

See Attached AB 1584 Compliance document

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Section III.5 How student data is protected:

See Attached AB 1584 Compliance document

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**Addendum to End-User-Subject-to-Qualification Software License Agreement  
re: California Assembly Bill 1584 Compliance**

This Addendum is entered into between Roseville City School District ("RCSD") and CodeCombat Inc ("Service Provider") on October 3rd, 2017

WHEREAS, the RCSD is a California public school district 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; and

WHEREAS, the RCSD and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584;

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the CodeCombat and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the CodeCombat Quote
3. Pupil records obtained by Service Provider from RCSD continue to be the property of and under the control of RCSD.
  - a. "Pupil records" includes any information directly related to a pupil that is maintained by RCSD or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other RCSD employees.
  - b. "Pupil records" does not include de-identified information, including aggregated de-identified information (information that cannot be used to identify an individual pupil) used by the third party to improve educational products for adaptive learning purposes and for customized pupil learning; demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.
4. Pupils may retain possession and control of their own pupil-generated content using the following procedure:
  - Editing or deleting their content from our servers themselves via the website, or by contacting support (support@codecombat.com)
5. The options by which a pupil may transfer pupil-generated content to a personal account include:
  - Contacting support team to convert the account to a personal account (support@codecombat.com)
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's

records and correct erroneous information by the following protocol:

- Viewing information on the student's online dashboard or contacting support and verifying their identity and right to access (support@codecombat.com)

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by using current, commercially reasonable methods.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

- CodeCombat shall reach out via phone/email to notify of such an event (415-612-8355, support@codecombat.com)

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the CodeCombat

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.

11. RCSD agrees to work with Service Provider as needed to ensure compliance with FERPA, and designates Service provider as its agent for FERPA purposes.