

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

This agreement is entered into between the Roseville City School District ("LEA" or "District") and \_\_\_\_\_ ("Service Provider") on \_\_\_\_\_ ("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.

\_\_\_\_\_  
Print Name

*Julia M. Given*

\_\_\_\_\_  
Signature, Date 2/23/21

Laura Assem, 3/15/2021

\_\_\_\_\_  
Print Name (Roseville City School District)

*Laura Assem*

\_\_\_\_\_  
Signature, Date (Roseville City School District)

## **EXHIBITS**

### **Section 1.6: External Security**

### **Section 1.7: Internal Security**

### **Section II.2: Exporting of Student-Created Content**

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

## **EXHIBITS**

**Section II.5: Securing Student Data**

**Section II.6: Disclosure Notification**

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

**Section III.5: How Student Data is Protected:**



Laura Assem &lt;lassem@rcsdk8.org&gt;

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**Re: Data Privacy and Accessibility**

1 message

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**Katie McDaniel** <Katie.McDaniel@explorelarning.com>  
To: Laura Assem <lassem@rcsdk8.org>

Fri, Mar 12, 2021 at 3:21 PM

Good afternoon Laura,  
Legal just got back to me and here is the clarification they sent regarding your question. Please let me know if I can help with anything else!!

The clause below in the privacy policy referencing a merger/acquisition/reorganization/sale of assets, etc. refers to a completed business transaction between Explore Learning and another entity who would then not be considered a "third party." In the event such a transaction occurs, ExploreLearning would share collected PII as part of regular integration processes (for example, with the new parent company) and in order to maintain its contract/services with the district. In this way the "sale" or "transfer" of the PII is an indirect consequence of the sale/transfer/reorganization of the ExploreLearning business as a whole. ExploreLearning would, in that case, require and ensure that such other entity assumes any and all requirements, restrictions, purpose and use limitations and other obligations agreed to by ExploreLearning with respect to student data and PII.

Best,  
Katie

Sent from my iPhone

On Mar 11, 2021, at 9:54 PM, Laura Assem <lassem@rcsdk8.org> wrote:

Hi Katie,

We wanted to follow up on the below inquiry, and see if you are able to provide insight to the agreement response and language on the platform's privacy policy?

I did have a follow-up question on the response to *Section II.8: Family Educational Rights and Privacy Act (FERPA) Compliance*, a link was provided to the company's privacy policy, which includes the following language:

*ExploreLearning does not utilize third parties to provide products and does not share your student data with any third parties.*

*We may sell, transfer or otherwise share some or all of our assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. Your consent to this Privacy Policy followed by your submission of Personal Information represents your explicit agreement to that transfer.*

Under FERPA, personally identifiable student information cannot be sold or transferred, however the above suggests that your company will in the event of any of the reasons mentioned above? Clarification would be appreciated.

Thank you,

**Laura Assem | Director of Technology**  
Roseville City School District  
[1050 Main Street | Roseville, CA 95678](#)