



CITY SCHOOL DISTRICT

TECHNOLOGY SERVICES

1050 Main Street • Roseville, CA 95678
Phone (916) 771-1600 • Fax (916) 771-1650
Laura Assem, Director of Technology

Vendor Statement of Compliance for Data Privacy and Protection

This agreement is entered into between Roseville City School District ("LEA") and
Learning A-Z, LLC ("Service Provider") 9/11/2017
("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



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



CITY SCHOOL DISTRICT

TECHNOLOGY SERVICES

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



CITY SCHOOL DISTRICT

TECHNOLOGY SERVICES

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

Roseville City School District

9/11/2017

Date

Learning A-Z, LLC

Date



CITY SCHOOL DISTRICT

TECHNOLOGY SERVICES

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

Laura Assem, Director of Technology

Exhibits

Section I.6 External Security:

Section I.7 Internal Security:

Section II.2 Exporting of student created content:

Section II.4 Review and correcting personally identifiable information:

Section II.5 Securing student data:



CITY SCHOOL DISTRICT

TECHNOLOGY SERVICES

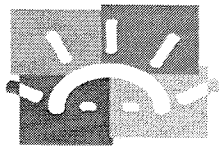
1050 Main Street • Roseville, CA 95678
Phone (916) 771-1600 • Fax (916) 771-1650

Laura Assem, Director of Technology

Section II.6 Disclosure notification:

Section II.8 FERPA compliance:

Section III.5 How student data is protected:



Learning A-Z

A Cambium Learning Company

Alignment with CA AB-1584 Regarding Pupil Records

- (a) A local educational agency may, pursuant to a policy adopted by its governing board or, in the case of a charter school, its governing body, enter into a contract with a third party for either or both of the following purposes:
- (1)
 - (2) To provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
 - (3) To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the contractual provisions listed in subdivision (b).

Learning A-Z (contracted third party of local educational agency) provides web-based educational learning software. In doing so, we access certain pupil records, and we follow the provisions as identified in subdivision b (outlined below).

- (b) A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following:
- (1) A statement that pupil records continue to be the property of and under the control of the local educational agency.

The District shall at all times retain ownership of pupil records. Learning A-Z makes no claim of ownership over pupil records.

- (2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.

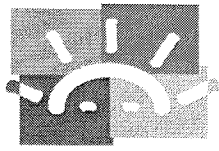
To obtain pupil records, the pupil must contact the licensee and request that the licensee contact Learning A-Z in order to receive their data.

- (3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.

Our privacy policy (that is accepted by each licensee prior to use) states that student data entered on the site should be limited to information that is relevant to the legitimate educational purpose of improving student performance. Learning A-Z will not ask licensee to enter, and licensee is instructed not to enter, data about students that is not relevant to this legitimate educational purpose.

We will only disclose student data to authorized employees or representatives of the LEA and will not knowingly disclose the student data to any third person without express written authorization. When, at the request of the LEA, Learning A-Z acquires assessment or other information, including personally identifiable student data, from a third party source Learning A-Z treats that information with the same confidentiality and security safeguards as though it were provided directly by the LEA. Additional agreements may be required by the third party to authorize transmission of data to Learning A-Z.

- (4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.



Learning A-Z

A Cambium Learning Company

Alignment with CA AB-1584 Regarding Pupil Records

To obtain and review pupil records, the pupil must contact the licensee and request that the licensee contact Learning A-Z in order to receive their data.

- (5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.**

Learning A-Z's approach to ensure the provisions of (5) include the following:

- Learning A-Z designates key leadership roles for product management and operations. These leaders are responsible for ensuring the maintenance of privacy measures consistent with corporate technical guidance.
- All Learning A-Z employees are subject to corporate non-disclosure agreements, which include provisions to ensure that all employees (and contractors) agree that any confidential information (including reference information) shall remain private to Learning A-Z.
- Learning A-Z employees participate in regular ethics training that includes continued emphasis on adhering to our business code of conduct that reinforces the agreements that have been made in the employment and/or work contracts.

- (6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.**

Learning A-Z's practice, should a breach of privacy occur, would be to contact the LEA to inform it of the particular situation. Learning A-Z would then rely upon the LEA to inform eligible pupils, parents, or legal guardians in accordance with their LEA's policies.

- (7) (A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced.**

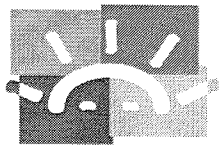
(B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).

Learning A-Z will use student data to provide the services to the licensee's LEA. Learning A-Z will not keep the student data after licensee or the LEA instructs us to delete it. Licensee may not disclose or otherwise use the student data entered on this site for any unauthorized purposes. An LEA may from time to time request that Learning A-Z provide student data to third parties of its choosing. We will do so with written authorization, which acknowledges that Learning A-Z is providing that data as the LEA's agent and that once the data is received by the third party, Learning A-Z no longer has any control over the use or disposition of the data.

- (8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).**

FERPA requires limitations on disclosure of records and implementation of appropriate security measures to protect those records. To help LEAs comply with FERPA, Learning A-Z has adopted certain practices and requires that educators using this site fulfill certain responsibilities to safeguard student data:

- Only a minimum amount of personally identifiable student data required for the setup of the system is requested. Learning A-Z requires student first name, student last name, and student identification



Alignment with CA AB-1584 Regarding Pupil Records

number. Additional data, not specific to the student, is also required to complete system setup, including the teacher first and last name, class name, grade level, and school name. Student demographic data, for the purposes of optional disaggregated reporting, is requested separately from the initial setup data and is obtained only with written permission from the licensee's LEA.

- **Data Quality:** Licensee is responsible for keeping student data that he/she enters accurate, complete and up-to-date. If he/she recognizes that student data is inaccurate, incomplete, or out-of-date, he/she is responsible for correcting it. If he/she experiences problems making corrections to student data, he/she is requested to notify Learning A-Z, and Learning A-Z will assist with making corrections.
- **Security Safeguards:** We are committed to protecting student data against unauthorized access, destruction, use, modification or disclosure. Protecting student data requires efforts from us and from licensees. We will implement reasonable and appropriate safeguards when collecting student data from licensee and when storing that student data in our database, and licensee will observe our security safeguards and exercise reasonable caution when using Learning A-Z's site.

Other FERPA-compliant measures are identified in 1–7 above.

Additionally, Learning A-Z operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). The LEA hereby grants verifiable parental consent for the collection of personal information as defined by COPPA.

(9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

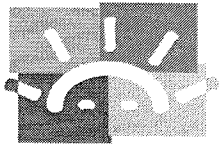
In the event that Learning A-Z wishes to release aggregated data that identifies the licensee's school or LEA by name, Learning A-Z will enter into a separate agreement with the LEA or licensee to authorize release and publication. Learning A-Z may also use aggregated data in its research, product development, and marketing. That aggregated, non-personally identifiable data (e.g., summary or statistical data) may be shared with third parties. However, we do not use personally identifiable student data to market any products or services.

- (c) In addition to any other penalties, a contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the local educational agency.**

Learning A-Z acknowledges and accepts this statement.

(d) For purposes of this section, the following terms have the following meanings:

- (1) "Deidentified information" means information that cannot be used to identify an individual pupil.
- (2) "Eligible pupil" means a pupil who has reached 18 years of age.
- (3) "Local educational agency" includes school districts, county offices of education, and charter schools.
- (4) "Pupil-generated content" means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs,



Learning A-Z

A Cambium Learning Company

Alignment with CA AB-1584 Regarding Pupil Records

and account information that enables ongoing ownership of pupil content. “Pupil-generated content” does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

- (5) (A) “Pupil records” means both of the following:
- (i) Any information directly related to a pupil that is maintained by the local educational agency.
 - (ii) Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.
- (B) “Pupil records” does not mean any of the following:
- (i) Deidentified information, including aggregated deidentified information, used by the third party to improve educational products for adaptive learning purposes and for customizing pupil learning
 - (ii) Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator’s products in the marketing of those products.
 - (iii) Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.
- (6) “Third party” refers to a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Learning A-Z acknowledges and accepts these definitions.

- (e) If the provisions of this section are in conflict with the terms of a contract in effect before January 1, 2015, the provisions of this section shall not apply to the local educational agency or the third party subject to that agreement until the expiration, amendment, or renewal of the agreement.

Learning A-Z acknowledges and accepts this statement.

- (f) Nothing in this section shall be construed to impose liability on a third party for content provided by any other third party.

Learning A-Z acknowledges and accepts this statement.