

**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 _____



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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 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

5/31/2018

Date

Jeremy Spartz

5-31-18

Date

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:



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Section II.6 Disclosure notification:

Section II.8 FERPA compliance:

Section III.5 How student data is protected:



Note: Complies and exceeds [CO House Bill 161423](#) and current ESSA requirements

The privacy teacher, parents, and students is serious to us. If you have any questions regarding our privacy policy, please contact us.

We partner with teachers, schools and districts to improve reading and learning

- Teachers, schools and districts can choose to use unique identifiers to track student and teacher data if desired. We leave that to the discretion of each districts rules and regulations.
- The parent, teacher, school or district account manager can delete or correct personal information from students at any time.

Lyrics2learn will constantly strive to improve our platform's performance, security and ease of use

- We will only share the personally identifiable data of students in accordance with this Privacy Policy.
- We use industry standard security practices, such as SSL encryption.
- We use aggregated, anonymized and de-identified data to inform improvements to Lyrics2learn

Here's how we safeguard and use the information you give us. By using this site, you agree to our Privacy Policy.

- Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- Not sell or distribute student personal information for any reason, unless asked by the subscribing school district, for the subscribing school district.
- Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
- Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.
- Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
- Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.



- Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
- Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

Additional information:

- Some school service providers may be subject to additional legal obligations, contractual commitments, or requests from educational institutions or parents/students that direct or otherwise authorize additional uses of student data, other than those specified above.
- Nothing in this pledge is intended to prohibit the use of student personal information for purposes of learning or customized education.
- This pledge is intended to be applicable to new contracts and policies going forward and addressed — where inconsistent and as agreed to by the educational institution or agency — in existing contracts as updated over time.
- This pledge shall be effective as of January 1, 2017.

Definitions:

- 'School service provider' refers to any entity that: (1) is providing, and is operating in its capacity as a provider of, an online or mobile application, online service or website that is both designed and marketed for use in United States elementary and secondary educational institutions/ agencies and is used at the direction of their teachers or other employees; and (2) collects, maintains or uses student personal information in digital/electronic format. The term 'school service provider' does not include an entity that is providing, and that is operating in its capacity as a provider of, general audience software, applications, services or websites not designed and marketed for schools.
- 'Educational/School purposes' are services or functions that customarily take place at the direction of the educational institution/agency or their teacher/employee, for which the institutions or agency would otherwise use its own employees, and that aid in the administration or improvement of educational and school activities (e.g., instruction, administration, and development and improvement of products/services intended for educational/school use).
- 'Student personal information' is personally identifiable information as well as other information when it is both collected and maintained on an individual level and is linked to personally identifiable information.
- 'Student' applies to students of United States elementary and secondary schools, and with regard to notice and consent applies only to students of appropriate age as authorized under relevant United States federal law.



- 'Consumer privacy policies' include those privacy policies that are posted by the company to be available to all users to the site or service.
- 'Parent' includes a student's legal guardian.

Student Use of Lyrics2learn

- Only parents, teachers, schools and districts that have obtained licenses, provided consent on behalf of students and opted to allow for student account creation can create student accounts. For all other types of subscriptions and trials, Flocabulary does not knowingly collect personal information from children under the age of 13.
- If you are a child under the age of 13, you must get permission from a parent or legal guardian to use this website. If you wish to sign up for a free trial or subscribe to Flocabulary, a parent or legal guardian must submit the form on your behalf.
- If we learn we have inadvertently collected personal information from a child under 13 without the appropriate consent, we will take the necessary steps to delete it.

What Information is Collected and How is it Used?

1. Teachers and administrators

If you are a teacher or administrator signing up for an account on our website, we collect your first and last name, email address, role at your school, grade interests and how you learned of Lyrics2learn. Additionally, we ask you to set a username and password to keep your account secure. In districts that have enabled login through a third party account (such as a Google account), you will connect using that account, we will use your email address registered with that third party as your username.

We'll use your email address, as well as your school, role, and grade to customize the updates you get about Lyrics2learn via email. You can always opt out of emails from us by clicking "unsubscribe." If you are requesting a quote or schoolwide or district trial, we will also ask for your phone number and job title so that a member of Lyrics2learn can get in touch with you to set up your trial or help you with a purchase.

If you are purchasing a paid account, we will collect all information necessary to process the order, including credit card information, billing information or shipping information (as applicable). We do not store payment information, and use secure, third party payment systems to ensure security.

Teachers and administrators with schoolwide or district accounts can invite other staff members at the school or district to create a Lyrics2learn account. To do this, they can enter an email address of the people they wish to invite or use other import mechanisms supported by Lyrics2learn. We only use these email addresses to send invitations, and will not send any other emails to these addresses.

2. Students



Unless a school or district has obtained a license, provided consent on behalf of students and chosen to allow for student account creation, we collect no personally identifiable information from students (other than parent or teacher selected usernames created at the discretion of teachers, schools or districts). In cases where a school or district purchases Lyrics2learn, the first step is for teachers or administrators to create classes. Students can only sign up for Lyrics2learn after the school or district imports student roster information into Lyrics2learn. Students cannot sign up and create a Lyrics2learn account unaffiliated with a parent, class school or district license.

Students, teachers or administrators may create student accounts. We collect the first and last name of students, only if teachers choose not to use unique identifiers. Some teachers choose to use student names to identify students on their class roster in the "student data reports" and administrators can identify students in the school administration section. We collect the username so students can easily log in, as well as have unique identification for the website. Because the first and last name are for teachers' class management, they can also use an initial or nickname instead of a first or last name, or another form of identification, if they'd prefer. The student's username and first and last name will not be available to any users other than their teacher(s) and the account manager(s) at their school or district.

When students have accounts, teachers will be able to assign multiple choice quizzes and other assignments to students in their classes. Students' quiz results and student work product will be stored so that the student who took the quiz or completed the assignment and the teacher can review the results. For certain types of assignments, teachers can enable multiple students to collaborate and students to share their work with the class. Students will be able to review the results of their quizzes at any time. Teachers will only be able to see the results of student quizzes from students in their classes. School or district administrators may review results individually or in aggregate across their designated scope of authority (e.g., a school or district).

Lyrics2learn will promptly correct or delete student information at the request of an authorized representative of the student's school or district.

3. Information auto-collected

In addition to the information you share with us through forms on Lyrics2learn.com, when you visit our website, we may automatically collect and analyze information regarding your use of our services and activity on our website. Information collected may include, but is not limited to, the IP address associated with your computer, "clickstream data," which includes information about your clicks and actions on our website, web browser and operating system and information about the website you visited before coming to our site, website traffic volume, frequency of visits, and type and time of transactions.

We use this information to help us to diagnose technical problems, administer the site and improve the quality and types of services that we deliver. We may also collect, track and



analyze information in aggregate form that does not personally identify users. This information is used only at and for Lyrics2Learn.

We use the following tools to collect and track this information, including:

Cookies

To provide you with a continuous experience on our site, we may automatically collect your information using cookies. A cookie is a data file sent to your browser from a web server and stored on your computer's hard drive that allows us to recognize your browser when you return to our website, to remember your preferences and to provide you with content that may be of interest to you based on your progress within our site. We do not collect personal information through cookies, and do not connect the information collected through cookies to personal information.

To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your browser, or [Click Here](#)

analytics

We use third-party analytics service providers to assist us in collecting and understanding website usage information. We use information from these services to help us improve our website and the services we provide to our users.

email

We place a tiny image, also known as a pixel tag, in the emails we send, and this tells us when you have opened the email. Our team uses this information to improve emails we send to you, and best tailor them to your needs.

By using our website you agree to our use of these tracking technologies.

We do not track our users across third party websites, nor do we use targeted advertising.

4. We do not share your information

We will not sell or rent any of your or your students' information to any third party for any purpose, and we do not track users outside of our website. There is no third-party advertising on lyrics2learn.com.

We will not share your information in any ways not outlined in this Privacy Policy. Except as noted below, we do not share any personal information with third parties for advertising, marketing or other purposes.

We share information that we collect in the following circumstances:



- as instructed by a school or district in relation to information about their users, for example to let managers know which teachers are using Lyrics2learn
- with teachers who are the managers of a class so they can see the students in that class
- with administrators who are the managers of a school or district account so they can see information about the users in their school or district
- with our service providers (including hosting and analytics providers) so they have access to the data they need to help us to operate the website— they must comply with confidentiality and data security provisions consistent with this Privacy Policy as necessary to protect our rights or property or that of others, protect the safety of our users, investigate fraud or respond to a government, judicial or other legal request, or to comply with the law
- when any user logs into Lyrics2learn with a third party account (such as a Google account), that third party will learn that that user has visited Lyrics2learn, and that information will be subject to that third party's privacy policy and practices
- other circumstances that you expressly consent to

If a portion or all of Lyrics2learn's assets are acquired by or merged with a third party, your information may be one of the assets acquired by the third party. You'll still be protected under this Privacy Policy, and your information will only be available to the third party per the terms of this Privacy Policy. If there are changes to the Policy, you will have the opportunity to consent to them prior to additional information being collected or to cease using the Lyrics2learn site and Content. We will let you know if there is an acquisition by posting on our home page or emailing you or our contact at your school or district. If, at this point, you do not want your personal information shared with a new company, you can request its deletion. If Lyrics2learn goes out of business or files for bankruptcy, we will not sell your personal information to any third parties who do not agree to continue to meet the protections spelled out in this privacy policy.

5. Lyrics2learn protects and secures Your information

Each Lyrics2learn account is protected with a password, including student accounts. Make sure that you and every student associated with your account keep their passwords a secret at all times to prevent unauthorized access. You are responsible for any activity that occurs while you or any students associated with your account are logged in to Lyrics2learn, whether or not that access is authorized by you. If you think that someone has gained unauthorized access to your account, please contact us immediately.

We have industry-standard security policies and procedures in place, and take reasonable measures to protect the confidentiality, security and integrity of personal information collected on our website. This includes the use of encryption to protect sensitive information transmitted online, firewalls and other security technologies to prevent access to the data from unauthorized parties. All connections between users and Lyrics2learn are secured via encryption communication technology (SSL). All passwords are salted and hashed using the practices recommended by NIST (National Institute of Standards and Technology).



Lyrics2learn utilizes industry-standard application hosting providers who agree to perform frequent diagnostics, operating system updates, and network security monitoring. Our engineering team is committed to creating and maintaining systems to protect your personal information.

Our policy is that only employees who need to access user information in order to perform a specific job (for example, billing or customer service) are granted access to that information. Our partners, including our outside shipping company and our credit card processing company may only use the information to provide specific services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

While we have taken all steps to protect your information, and continuously work to keep our systems at or above industry standard security, no system is 100% fail proof and secure. If we believe that the security of your personal information may have been compromised, we will seek to notify you as soon as possible. If we have your email address, we may notify you by email. You consent to our use of email as a means of such notification.

6. Your privacy options

1. You can edit your information

You have the right to access and edit your information on your dashboard at anytime. You can edit your information in the settings section of the website. If you are unable to do this on the website, you can contact us and we'll help you make changes. We will ask you to verify your identity before we provide you with access to your information.

You have the right to opt out of emails from us by clicking unsubscribe. You may still receive transactional emails from us related to purchases, account expiration, or other necessary communication.

If you are the manager of a school or district account, you can add, edit or delete teacher and student users of your account. You may edit student usernames and passwords if your students provided them. If your students used a Google account to sign in, you need to contact Google or your School / District IT Administrator to change name, email address or password.

If you are a parent, guardian or student, the law allows you access to certain information that may have been provided to Lyrics2learn by your school or district. If you would like to obtain such access, please contact your school or district.

2. You have the right to delete your information



If you are a teacher or administrator, you can contact us to delete your account. Teachers and administrators can delete student accounts or contact us and we can delete them for you. After a school or district account termination and subsequent removal of student data, we may retain securely stored backups in accordance with applicable law, our agreement with the school or district and our data retention policy, after which point it will be deleted.

a. **How we retain and delete your data**

We will retain personal information collected in connection with free or subscription accounts only for as long as is necessary to provide the services to the account holder, or otherwise per the terms or a contract with a school or district.

We may maintain anonymized, aggregated data, including usage data, for analytics purposes.

3. Links to third-party sites

We occasionally link to other websites from our emails to provide relevant content to our users. For example, we include links to news, brain research, teachers' resources, and other stories. We may sometimes link to other educational websites to supplement a lesson plan.

We are not responsible for the practices of these third-party websites or services that we link to, and they are not covered under this Privacy Policy. These websites have their own privacy policies, and we encourage you to review them.

4. Changes to the privacy policy

We may occasionally update this Privacy Policy. You can see when it was last updated by looking at the last updated date at the bottom of this page.

If we make any significant changes we'll post them prominently on our website and/or notify you by other means as required by law. Your continued use of the website after a revision to the Privacy Policy indicates your acceptance and agreement to the current Privacy Policy. We recommend that you periodically review the Privacy Policy to make sure you understand and are up-to-date on how we're keeping your information safe.

If you don't agree with the changes to the Privacy Policy, contact us to terminate your account.

5. Privacy policy outside the US

This website is owned and operated by Lyrics2Learn LLC in Colorado Springs, CO. If you are located outside of the United States, please note that information you provide is being transmitted to us and processed in the United States, and will be handled and protected under



the terms of this Privacy Policy and applicable U.S. laws, which may not be as protective as the laws in your country. By using the Site, you agree to this.

6. Contact us

If you have any questions about this Privacy Policy, please get in touch with us, and we'll be happy to discuss it with you.

You can reach us by email at admin@lyrics2learn.com

If you'd like to reach us by mail, write us at:

Lyrics2learn.

PO Box 25845

Colorado Springs, CO 80936

This Privacy Policy was last modified May 18, 2017.