



Technology Services

1050 Main Street Roseville, CA 95678
Phone (916) 771-1645 Fax (916) 771-1650

Laura Assem, Executive 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 Canva Pty Ltd ("Service Provider") on 09/27/2022 ("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



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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



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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 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.

Jason Wilmot

Print Name

Laura Assem

Print Name (Roseville City School District)

DocuSigned by:
Jason Wilmot

September 28, 2022

Signature, Date

DocuSigned by:
Laura Assem

September 27, 2022

Signature, Date (Roseville City School District)



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EXHIBITS

Section 1.6: External Security

<https://www.canva.com/policies/technical-and-organisational-measures/>

Section 1.7: Internal Security

<https://www.canva.com/policies/technical-and-organisational-measures/>

Section II.2: Exporting of Student-Created Content

By accessing Student's user account with Vendor by entering the Student's vendor account user name and password, which allows pupil to edit, save, download and upload his/her student-created content. A student may also transfer student-created content to a personal account by accessing his/her student created-content through his/her user account, digitally copying, downloading and/or uploading the student created-content and uploading the student created-content to a personal account with Vendor.

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

A parent, legal guardian or eligible student may correct erroneous information identified upon review of pupil records by making a written request to District. Subject to District 's verification of identity and approval of such a request to correct erroneous information, District shall notify Vendor of the approved request. Vendor shall correct the erroneous information as directed by District.



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EXHIBITS

Section II.5: Securing Student Data

1) Vendor employees will receive adequate training on the security and confidentiality obligations necessary to provide services to District, and the provisions detailed in this Agreement. 2) Vendor will protect the confidentiality of pupil records and take all reasonably necessary measures consistent with industry standards to protect District data from any and all unauthorized access and disclosures. 3) Vendor shall not disclose pupil records, except as specified under the terms of this Agreement or as required by applicable law

Section II.6: Disclosure Notification

Upon becoming aware of an unauthorized disclosure of student's records, Vendor shall inform District without undue delay and shall provide all such timely information and cooperation as District may reasonably require in order for District to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) applicable privacy laws. Vendor shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the unauthorized disclosure and keep District informed of all material developments in connection with the incident. District will not communicate or publish any notice or admission of liability concerning any unauthorized disclosure which directly or indirectly identifies Vendor (including in any legal proceeding or in any notification to regulatory authorities or affected data subjects) without Vendor ' s prior approval, unless District is compelled to do so under applicable law. In any event, District shall provide Vendor with reasonable prior written notice of any such communication or publication

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

Canva for Education and our privacy policy are designed to meet our responsibilities under FERPA to protect personal information from students' educational records. We agree to work with each school and district to jointly ensure compliance with the FERPA regulations to protect the confidentiality of educational records, provide school officials, parents and eligible students the opportunity to access and review such records, and limit further disclosure of personal information only as necessary to support the school's educational purpose

Section III.5: How Student Data is Protected:

1) Vendor employees will receive adequate training on the security and confidentiality obligations necessary to provide services to District, and the provisions detailed in this Agreement. 2) Vendor will protect the confidentiality of pupil records and take all reasonably necessary measures consistent with industry standards to protect District data from any and all unauthorized access and disclosures. 3) Vendor shall not disclose pupil records, except as specified under the terms of this Agreement or as required by applicable law



Canva for Education Order Form

This Order Form sets forth the services ordered by the educational institution identified below ("Educational Institution") to be provided by Canva US, Inc. ("Canva") and is effective as of the date of Educational Institution's signature below ("Effective Date").

Contact Information

| | | | |
|--------------------------|--|------------------------|---|
| Educational Institution: | Roseville City School District | Primary Contact Name: | Laura Assem |
| Address: | 1050 Main St. Roseville, CA 95678, Roseville, California 95678, United States | Primary Contact Title: | Executive Director, Technology Services |
| | | Primary Contact Email: | lassem@rcsdk8.org |

Order

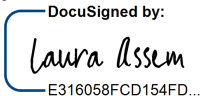
| Service | Subscription Term | Users | Subscription Fees |
|---------------------|--|---|-------------------|
| Canva for Education | 36 months commencing on the Effective Date | Students, Faculty, and Staff of Educational Institution | N/A |

Terms & Conditions

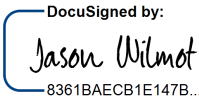
This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on July 26, 2022 and available at: <https://www.canva.com/policies/enterprise-ssa/>. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva for Education Addendum attached hereto is incorporated into this Order Form. If Canva has entered into an agreement governing Canva's processing of personal data on behalf of Educational Institution ("DPA") with Educational Institution or with an entity that operates or directly supports Educational Institution, such DPA is incorporated into this Order Form.

By executing below, Educational Institution and Canva agree to be bound by all terms and conditions of the Subscription Service Agreement, this Order Form, the Canva for Education Addendum, and any applicable DPA (collectively, the "Agreement"). The Agreement may not be updated or amended without written agreement between the parties. Any capitalized terms that are not defined in this Order Form shall have the meaning set forth in the Subscription Service Agreement.

Roseville City School District

DocuSigned by:
 Signature 
 E316058FCD154FD...
 Name Laura Assem
 Title Executive Director, Technology Services
 Date September 27, 2022

Canva US, Inc.

DocuSigned by:
 Signature 
 8361BAECB1E147B...
 Name Jason Wilmot
 Title Head of Education
 Date September 28, 2022

Canva for Education Addendum

This Canva for Education Addendum (“Addendum”) is a part of Canva’s Subscription Service Agreement and sets forth additional and/or amended terms for Canva for Education. These terms apply only to the extent you are a public or private K-12 school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions, recognized or approved by the Department of Education of the State in which it is located (“Educational Institution”) and using Canva for Education.

The following amendments are made to the Subscription Service Agreement and incorporated into the relevant Order Form executed by Canva US, Inc. and the Educational Institution identified therein:

- 1.1. The indemnification obligations in Section 11.2 apply only to the extent permitted by applicable law.
- 1.2. The Limitation of Liability clauses set forth in Section 12 shall be replaced with the following:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CANVA’S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED \$100.

- 1.3. The Governing Law and Jurisdiction provision in Section 14.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.
- 1.4. The automatic renewal provision in Section 13.2 is removed. Section 13.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.
- 1.5. To the extent applicable, Educational Institution will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children’s Online Privacy Protection Act (“COPPA”).
- 1.6. Educational Institution will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.
- 1.7. The definition of User in Section 1.12 of the Agreement is revised to state that Users may include Educational Institution’s students, staff, and faculty.