



**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  
\_\_\_\_\_ (“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)**

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 \_\_\_\_\_



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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 \_\_\_\_\_



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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 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

5/4/2016  
\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
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5/4/2016  
\_\_\_\_\_  
Date



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### Exhibits

Section I.6 External Security:

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Section I.7 Internal Security:

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Section II.2 Exporting of student created content:

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Section II.4 Review and correcting personally identifiable information:

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Section II.5 Securing student data:

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Section II.6 Disclosure notification:

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Section II.8 FERPA compliance:

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Section III.5 How student data is protected:

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# Privacy Policy

PLEASE READ THE FOLLOWING CAREFULLY

THIS PAGE PROVIDES GENERAL INFORMATION ABOUT POWERSCHOOL GROUP LLC'S ("PowerSchool") PRIVACY POLICY.

PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for student data and personally identifiable information ("PII") at all times. In addition to handling personal data as outlined in this Privacy Policy, we also comply with the Family Educational Rights and Privacy Act ("FERPA"), a federal statute that regulates the privacy of student records by Educational Agencies that receive financial assistance from the U.S. Department of Education, along with the Children's Online Privacy Protection Act, the Health Insurance Portability and Accountability Act, and applicable state laws. Your use of PowerSchool Products (i.e., all products and services being provided by PowerSchool and/or PowerSchool's affiliates) are subject to the Terms of Use, which includes the PowerSchool Licensed Product and Services Agreement and/or the applicable contract agreed upon by you and PowerSchool and this Privacy Policy.

## Personally Identifiable, De-Identified & Aggregate Information

PII is information that can be directly utilized to identify a specific individual, or linked data elements that when combined may be used to indirectly identify a specific individual. We consider the following to be examples of personally identifiable information: a student's first and last name, email address, home address, phone number, social security number and certain other information to the extent they are linked and/or coupled with PII. De-identified information is information that does not identify a specific individual and cannot reasonably be used to identify a specific individual either alone or in combination with other de-identified data. Aggregate information is data combined into de-identified groups. While we utilize these definitions for your convenience, we comply with the standardized definitions as provided in FERPA.

## Data Ownership

All data remains the property of and is solely owned, and thereby controlled, by you. You grant PowerSchool a non-exclusive, royalty free license, to use equipment, software, your data or other material of yours solely for the purpose of providing, maintaining, and supporting you and other licensees with PowerSchool Products and Services. However, PowerSchool may use and distribute the data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be de-identified. Upon termination of your contract with PowerSchool, all of your data is either returned to you (i.e., you have requested that PowerSchool store and/or host your data) or destroyed.

An example of PowerSchool's lawful use of said data would include when you contract with PowerSchool to provide customization of PowerSchool Products. PowerSchool will use your data to ensure the customizations are properly implemented and/or compatible with your student information system, which ensures you experience limited, if any, downtime.

## **What Information Is Collected**

PowerSchool, in its role as a vendor to educational agencies and institutions, both public and private entities ("Educational Agencies"), receives disclosures from the Educational Agencies, which include the PII contained in student records. Only information that is needed for PowerSchool to perform services, which are outsourced to PowerSchool by the Educational Agencies, is disclosed to PowerSchool. These disclosures are authorized by FERPA.

## **Information Sharing, Disclosure & Retention**

Information collected through PowerSchool Products may be supplied to affiliates of PowerSchool, and other companies and organizations who perform work for us under contract or sell products or services that complement our products and services. Information is only supplied to other companies and organizations at your request (i.e., you purchase a third-party supplemental product to augment PowerSchool). Upon completion of the terms of the contract (i.e., termination by you or PowerSchool), PowerSchool destroys any copy of your data that PowerSchool had in its possession at the time of termination. This will also terminate access through PowerSchool for all authorized companies and organizations as well.

We also may disclose personally identifiable information in the following situations: (a) in response to a subpoena, court order or legal process, to the extent permitted and required by law; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in connection with a sale, joint venture or other transfer to some or all of the assets of PowerSchool; or (d) in order to enforce the PowerSchool Products' Terms of Use. We otherwise exercise commercially reasonable care to not otherwise share or disclose the names of users or any personally identifiable information with third parties, except with the prior approval of the user. This includes, but is not limited to, PowerSchool never selling your data to third-party marketing companies.

In the highly unlikely event that there is an unauthorized disclosure of personally identifiable data relating to a student, notwithstanding the above exceptions, PowerSchool will promptly inform you of the following information, if reasonably available to PowerSchool: (1) what information was disclosed; (2) the student(s) affected by the disclosure; and (3) PowerSchool's course of action to mitigate any further disclosure.

## **Access & Correcting Erroneous Data**

Under FERPA, a school must provide a parent with an opportunity to inspect and review his or her child's



education records within 45 days following its receipt of a request. A school is required to provide a parent with copies of education records, or make other arrangements, if a failure to do so would effectively prevent the parent from obtaining access to the records.

To ensure data security, PowerSchool provides limited ability to amend data through the use of select PowerSchool Products (e.g., PowerSchool Registration). Within your sole discretion, you can allow parents, legal guardians, and eligible students, who are over eighteen years of age, to view and/or download student's data through the PowerSchool Products that support this capability. In the event there is any erroneous data contained in the student record, PowerSchool advises parents, legal guardians, and eligible students to contact you to update the erroneous data.

## **Data Privacy Enforcement**

When you purchase PowerSchool Products, PowerSchool provides you with PowerSchool's suggested best practice guidelines. For example, PowerSchool makes recommendations pertaining to creating unique and/or complex passwords that enhance the security of your accounts. These guidelines are formulated in an attempt to ensure PowerSchool Products are utilized in a manner consistent with FERPA and other potentially applicable state and federal laws. In the event that you determine PowerSchool's best practice guidelines are not suitable for your customized use of PowerSchool Products, you shall ensure that the alternative practices utilized are of equal or better standards in order to protect your data, as required by law.

PowerSchool trains its employees that access and/or provide support for your data to adhere to strict data access and destruction policies. Moreover, even when providing support for select PowerSchool Products, you have the exclusive control in granting PowerSchool employees access. PowerSchool will never attempt to circumvent your control in this regard.

## **Additional Information**

This Privacy Policy or any part thereof may be revised from time to time to remain in compliance with evolving state and federal laws and regulations, and therefore you should check the Terms of Use (including this Privacy Policy) periodically. Revisions are effective upon posting and your continued use of the PowerSchool Products following the posting of revisions to the Terms of Use (including this Privacy Policy) will indicate your acceptance of such revisions. If you have any questions concerning the Terms of Use (including this Privacy Policy), please [Contact Us](#).

## **Contact Us**

If you have any questions or concerns about your privacy or this Privacy Policy, please [Contact Us](#).

## **Incorporations by State**

Pursuant to state law, the following state specific language is hereby incorporated into this Privacy Policy; provided that PowerSchool is providing and/or offering you PowerSchool Products in one of the following states:

- California - PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Policy. This includes, but is not limited to, PowerSchool's policy to never use personally identifiable information from a Pupil's Records to engage in targeted advertising.
- Colorado - PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Policy. Only the PowerSchool employees that have a legitimate interest in accessing your data, will be granted authorization by PowerSchool.
- Florida - PowerSchool will provide notification of a security breach pursuant to requirements as mandated in the Florida Information Protection Act of 2014.
- Maryland - PowerSchool will not use Covered Information to engage in targeted advertising.
- New York - In accordance with New York Education Law § 2-d, PowerSchool will comply with and attach to your contract the Parents' Bill of Rights for Data Privacy and Security, as applicable.
- Pennsylvania - PowerSchool will provide notification of a security breach pursuant to the requirements of Pennsylvania's Breach of Personal Information Notification Act.
- Washington - PowerSchool will provide notice before making material changes to this Privacy Policy.