

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

 10/2/19

Signature, Date

Laura Assem, 10/15/2019

Print Name (Roseville City School District)



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:

Customer Agreement

This Customer Agreement (the “Agreement”) is entered into by and between the Roseville City School District (the “District”), with offices at 1050 Main Street, Roseville, CA 95678, and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on September 30, 2019 (the Effective Date”).

- 1. License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Diagnostic & Instruction for Math and/or Reading, and/or the e-book versions and digital components of Ready Classroom™ Mathematics, and/or Ready® Teacher Toolbox for Math and/or Reading (together, the “Digital Products”) for the number of users (or the number of site licenses) listed on the Price Quotes or Cost Estimate included as Exhibit A (the “Price Quotes”), solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement. If any components of the Digital Products are not listed on the Price Quotes, they are not included in the scope of the license.
- 2. Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Digital Products, unless earlier terminated in accordance with Section 11 hereof.
- 3. Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quotes. The Digital Products and any other such products purchased under the Price Quotes may be referred to in this Agreement as “Products”. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security.** In connection with the District’s use of i-Ready®, the District will be asked to provide Curriculum Associates with data about the District’s students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into i-Ready®. As the District’s students use i-Ready®, data will be generated about students’ usage, performance and progress. Both the information the District inputs and the data generated by students’ usage will be referred to in this Agreement as “Customer Data”. The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates: (a) a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to i-Ready® available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other

purposes consistent with the Family Education Rights Privacy Act (“FERPA”). For purposes of this Agreement, “De-identified Data” means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District’s written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates’ Data Handling Policy, which is attached as Exhibit B.

6. **Compliance with California Assembly Bill 1584 and Student Online Personal Information Protection Act (“SOPIPA”).** Curriculum Associates and District agree to comply with California Assembly Bill 1584 and SOPIPA, as described on the California Compliance Addendum attached as Exhibit C hereto (the “Addendum”).
7. **Access to the Digital Product.** The District’s authorized users will need valid usernames and passwords to access the Digital Products. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District’s usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Digital Products available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates’ reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.
8. **Limitations of Use.** The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District’s organization; or (e) remove any proprietary notices from the Digital Products.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Digital Products content or information, or information accessed at other sites through links made from the Digital Products, other than printing out or downloading portions of the text and images for use in connection with the work of the District’s organization. If the District’s users leave the Digital Products via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District’s use of that third party site will be governed by that site’s terms of use, not this Agreement.

The District must use the Digital Products in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

9. Services. If the Price Quotes include the provision of professional development and/or training services (the “Services”), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

10. Limitation of Warranties and Liability

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT’S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

11. Termination. Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, or any portion of the licenses granted hereunder, effective immediately upon written notice, for non-payment by the District.

12. Notice. Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC

153 Rangeway Road, North Billerica, MA 01862
Attention: Jill Bradford, Vice-President, General Counsel
Tel: 978-339-4388
Fax: 800-355-1158
jbradford@cainc.com

Roseville City School District

1050 Main Street, Roseville, CA 95678
Attention: Carrie Vincent, Director of Educational Services
cvincent@rcsdk8.org

Notices may be provided by electronic mail.

- 13. **Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by laws and courts of the State of California, without regard to its conflict of law principles. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- 14. **Entire Agreement.** This document and all exhibits, attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Roseville City School District

Name: _____

Title: _____

Curriculum Associates, LLC



Robert Waldron

Chief Executive Officer

Exhibit B

Curriculum Associates, LLC California Data Handling Statement

1. Purpose.

Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling Statement is to inform Curriculum Associates' customers about its current data security policies and practices, which are intended to safeguard this sensitive information. Curriculum Associates handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA) and the California Student Online Personal Information Protection Act (SOPIPA).

2. Scope.

This policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready® platform and related services provided by Curriculum Associates. The i-Ready® platform includes i-Ready® Diagnostic and Instruction, i-Ready Learning Games, i-Ready Standards Mastery, and i-Ready reports and reporting tools, and the e-book versions and digital components of Ready Classroom™ Mathematics which are collectively referred to in this policy as "i-Ready". Note that there are separate terms applicable only to Ready Classroom Teacher Toolbox, an educator-only facing product. These separate terms are described at the end of this privacy statement.

3. Network Level Security Measures.

Curriculum Associates' i-Ready systems and servers are hosted in a cloud environment. Our hosting provider implements network-level security measures in accordance with industry standards. In addition, Curriculum Associates manages its own controls of the network environment.

4. Server-Level Security Measures.

Access to production servers is limited to a small, identified group of operations engineers that are trained specifically for those responsibilities. The servers are configured to conduct daily updates for any security patches that are released and applicable. The servers have anti-virus, intrusion detection, configuration control, monitoring/alerting, and automated backups. In addition, we conduct regular vulnerability testing.

5. Computer/Laptop/Device Security Measures.

Curriculum Associates employs a full IT staff that manages and secures the corporate and employee systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus. Access to all Curriculum Associates computers and laptops is password-controlled. Curriculum Associates sets up teacher and administrator accounts for i-Ready so that they are also password-controlled.

6. Encryption.

i-Ready is only accessible via https and all public network traffic is encrypted with the latest encryption standards. Encryption of data at rest is implemented for all data stored in the i-Ready

system.

7. Employee and Contractor Policies and Procedures.

Curriculum Associates limits access to student and customer data to those employees who need to have such access in order to allow Curriculum Associates to provide quality products and services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working with Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

8. Use of Student Data.

Curriculum Associates only uses student data collected in connection with the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates only uses student-identifiable data to make i-Ready available to that particular student and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates collects and uses aggregated, de-identified student data to make i-Ready a more effective, adaptive product and for other internal research and development purposes. Curriculum Associates does not attempt to re-identify de-identified customer data.

9. Student Privacy Pledge.

To further demonstrate its commitment to protecting the privacy of student information, Curriculum Associates has taken the Student Privacy Pledge <https://studentprivacypledge.org/>. This means that, among other things, Curriculum Associates has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. Curriculum Associates only uses collected student data for the purposes described in the previous paragraph.

10. Third Party Audits and Monitoring.

In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third-party audit findings and will implement recommended security program changes and enhancements where practical and appropriate.

11. Data Retention and Destruction.

Student and teacher personal data is used only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its backups, it will purge all student-

identifiable data not currently in use in the production systems from the restored backups. Student and teacher personal data will not be retained or available to the contractor upon completion of the contract unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with Curriculum Associates.

12. Breach Notification.

Curriculum Associates follows documented “Security Incident Management Procedures” when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. Curriculum Associates expects customers to notify individual teachers and parents of any such breach to the extent required.

13. Data Collection and Handling Practices for Ready Classroom™ Mathematics Teacher Toolbox.

Ready Classroom Mathematics Teacher Toolbox is a set of resources intended for use by educators. It is not a student-facing product, and therefore no student data is collected through the use of Ready Classroom Teacher Toolbox. When a teacher uses Ready Classroom Teacher Toolbox, our systems record which resources have been accessed by whom and the frequency of access. We use this information for product development purposes, to ensure that we are providing educators with resources that are useful to them. We do not sell this information or otherwise share it with any third parties, nor do we serve advertisements to educators based on this usage data. We do not use this data to create a profile about any of the educators that use our products. We simply use this data for internal purposes to make our product and service offerings better.

Exhibit C

California Addendum to Customer Contract

WHEREAS, the District and the Curriculum Associates entered into an agreement for technology services (the "Customer Agreement").

WHEREAS, the District 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 District and a third-party Service Provider must include certain terms; and

WHEREAS, the District and Curriculum Associates desire to have the Customer Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Customer Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Customer Agreement.
3. Pupil Records, as such term is defined in AB 1584, obtained by Curriculum Associates from District continue to be the property of and under the control of the District.
4. There will be no Pupil Generated Content (as defined in AB 1584) created pursuant to the Customer Agreement.
5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the pupil's teacher or school administrator, who will serve as a conduit between Curriculum Associates and District.
6. Curriculum Associates shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, as described in the Data Handling Policy attached to the Customer Agreement.
7. In the event of an unauthorized disclosure of a pupil's records, Curriculum Associates shall coordinate with the District to report the breach to any affected parent, legal

guardian, or eligible pupil as described in the Data Handling Policy.

8. Curriculum Associates shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Customer Agreement.
9. Curriculum Associates certifies that upon termination of the Customer Agreement, and upon written request from the District, Curriculum Associates will remove and destroy all pupil records in its possession.
10. District agrees to work with Curriculum Associates to ensure compliance with FERPA as described herein.