

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

Signature, Date

Laura Assem, 4/6/2022

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:

9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.
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EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	2
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	2
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	2
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions,	2

	image, or reputation), organizational assets, and individuals.	
	<p>Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	2
	<p>Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	2
PROTECT (PR)	<p>Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	7
	<p>Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	5
	<p>Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	5
	<p>Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	5
	<p>Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are</p>	7


	performed consistent with policies and procedures.	
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	2
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	7
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	2
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	2
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	2
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	5
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	2
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	2
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	5
RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	2

	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	2
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	2

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

and at rest 

Gimkit data is encrypted at motion and at rest under the highest current industry standards (TLS/SSL) 

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;

Gimkit shall comply with all District and Board of Education policies as well as state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy, including the District's Parents' Bill of Rights for Data Privacy and Security, annexed hereto.

Additionally, We use industry best practices to securely store and transmit user information. Specifically, all Gimkit data is encrypted in motion. We force HTTPS on our site, which means that it is not possible for a third party to see data between the client side and Gimkit. Gimkit's data at rest is stored in a database, in which the only way to access it is by having Gimkit's database credentials. We force all web traffic on gimkit.com to use HTTPS.