

## Vendor Statement of Compliance Data Privacy and Protection

This agreement is entered into between the Roseville City School District ("LEA" or "District") and EDpuzzle, Inc. ("Service Provider") on Aug 4, 2023 ("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.

**Jaume Bohigas**

Print Name

*Jaume Bohigas*

Signature, Date

Aug 3, 2023

**Laura Assem**

Print Name (Roseville City School District)

*Laura Assem*

Signature, Date (Roseville City School District)

Aug 4, 2023

## **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:**

**Addendum**  
**to Vendor Statement of Compliance Data Privacy and Protection**  
**between Roseville City School District and EDpuzzle, Inc.**

Roseville City School District (“LEA”) and EDpuzzle, Inc. (“Edpuzzle”), collectively referred to as the “Parties”, are Parties to an underlying agreement composed of the Edpuzzle’s Terms of Service and Privacy Policy, both accessible at <https://edpuzzle.com/terms> and <https://edpuzzle.com/privacy>, respectively (jointly, the “Service Agreement”).

LEA and Edpuzzle are Parties to a Vendor Statement of Compliance Data Privacy and Protection (“Statement”).

This Addendum (“Addendum”) to the Statement by and between LEA and Edpuzzle is made part of the Statement. Notwithstanding what set forth in Statement, the Parties agree to modify certain clauses contained in them pursuant to the terms of this Addendum. The amendments shall be valid as if part of the Statement. The changes are as follows:

Provision “**8. DISTRICT ACCESS**” under “**Section I: General – All data**” is amended to read, as follows:

*“To the extent compatible with the Service, ~~∇~~ 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).”*

Provision “**9. TERMINATION**” under “**Section I: General – All data**” is amended to read, as follows:

*“Upon termination of this agreement as provided herein **and reception of a written request by the District, or, in the absence of such written request, upon eighteen (18) months of end-user account inactivity,** 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. **Notwithstanding the foregoing, data backups that are part of Vendor’s disaster recovery storage system, which may be retained for an additional term of thirteen (13) months after termination of services, provided such backups remain inaccessible to the public and are unable to be used by the Vendor in the normal course of its business.**”*

Provision “4.” under “**Section III: SB 1177 SOPIPA Compliance - Student Information Only**” is amended to read, as follows:

*“Other than to subcontractors that agree to impose data security measures consistent with those imposed on Vendor by law and this agreement, ~~∇~~vendors cannot disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons”*

The Parties hereby agree to the aforementioned amendment to the Statement. All other terms and conditions of the Statement remain in full force and effect.



## DATA PRIVACY AND SECURITY PLAN FOR EDPUZZLE AND SUPPLEMENTAL INFORMATION

The technical and organizational measures provided in this Data Privacy and Security Plan and Supplemental Information (hereinafter, "DPSP") apply to EDpuzzle, Inc. (hereinafter, "Edpuzzle") in the processing of Personally Identifiable Information ("PII") that is the subject matter of the Agreement entered into with Roseville City School District ("District") on even date herewith (the "Agreement"), including any underlying applications, platforms, and infrastructure components operated and managed by Edpuzzle in providing its services.

For all aspects not envisaged in the Agreement or this DPSP, Edpuzzle's Terms of Service (<http://edpuzzle.com/terms>) and Privacy Policy (<http://edpuzzle.com/privacy>) shall apply (jointly the "Terms"), provided such Terms do not contravene the Agreement or this DPSP by any means, in which case the provisions foreseen in the Agreement and this DPSP shall prevail.

### 1. COMPLIANCE WITH THE LAW

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

- (a) New York State Education Law §2-D.
- (b) Family Educational Rights and Privacy Act of 1974 ("FERPA").
- (c) Children's Online Privacy Protection Act ("COPPA").
- (d) Children's Internet Protection Act ("CIPA").
- (e) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

### 2. DATA PROTECTION

**2.1.** Student and Teacher Data will be used by Edpuzzle for improving the Services and for the following limited purposes:

- a) to create the necessary accounts to use the Service;
- b) to provide teachers with analytics on student progress;
- c) to send teachers email updates, if applicable;
- d) to help teachers connect with other teachers from the same school or district;
- e) to assess the quality of the Service;
- f) to secure and safeguard personal information of other data subjects;
- g) to comply with all applicable laws on the protection of personal information.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses. Nevertheless, teachers utilizing the Edpuzzle service may provide express consent to receive marketing or commercial communications from Edpuzzle.

**2.2.** Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle's staff, agents or subcontractors) (each an "authorized person") shall be subject to a strict duty of confidentiality.



Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

**2.3.** During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

**2.4.** Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose, if and to the extent compatible with the functionality of the service, to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

**2.5.** Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

### **3. DATA SECURITY**

**3.1.** Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

- Pseudonymisation and encryption of PII (TLS v1.2 for all data in transit between clients and server and AES256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode) for encrypting data at rest).
- Password protection.
- Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- Restore the availability and access to personal data in a timely manner in the event of a technical incident.
- Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

**3.2.** In the event that PII is no longer needed for the specific purpose for which it was provided, it shall be destroyed as per best practices for data destruction using commercially reasonable care, security procedures and practices.

**3.3.** Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall:

(a) promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and

**3.4.** Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Pral. 1-A, 08021 Barcelona, Spain or at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com), as foreseen in Edpuzzle's [Privacy Policy](#).

#### **4. COOPERATION AND INDIVIDUALS' RIGHTS**

**4.1.** To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

(1) any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and

(2) any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

**4.2.** In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact the District directly.

**4.3.** Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com).

#### **5. THIRD-PARTY SERVICE PROVIDERS**

**5.1.** To the extent permitted by law, and as reasonably necessary to provide the Edpuzzle Service to the District, Edpuzzle may provide access to, export, transfer, or otherwise disclose student and/or teacher data to Edpuzzle's assignees, agents and subcontractors; provided that prior to any such disclosure, the assignee, agent or subcontractor receiving data has agreed in writing to comply with data protection obligations consistent with those applicable to Edpuzzle under applicable laws and regulations.

**5.2.** Edpuzzle shall assess the privacy and security policies and practices of third-party service providers to ensure such third-party service providers comply with best industry standards, including, but not limited to, ISO and NIST regulations.

**5.3.** Edpuzzle only sends personal identifiable information to third-party services that are required to support the service and fully attend Edpuzzle's user needs.

**5.4.** Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's [Privacy Policy](#).

**5.5.** In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement.

#### **6. DATA STORAGE**

**6.1.** The data is stored in externalized databases that are currently being provided by MongoDB Atlas, and simultaneously hosted on Amazon Web Services in Northern Virginia (United States).

**6.2.** User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

## **7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA**

**7.1.** The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity. Deletion of student accounts must be requested by the District's authorized representative by sending a written request at [support@edpuzzle.com](mailto:support@edpuzzle.com) or [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com).

**7.2.** The District will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DSPS, unless prohibited from deletion or required to be retained under state or federal law.

**7.3.** Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system for an additional term of thirteen (13) months after termination of services, provided such data is (a) inaccessible to the public; and (b) unable to be used in the normal course of business by Edpuzzle.

### **Edpuzzle, Inc.**

### **Roseville City School District**

Name: Jaume Bohigas

Name: Laura Assem

Title: Director of Security & Infrastructure

Title: Executive Director, Technology Services

Date: Aug 3, 2023

Date: Aug 4, 2023

Signature: 

Signature: 