RCSD ROSEVILLE CITY SCHOOL DISTRICT
Est. 1869

Technology Services

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

Laura Assem, 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 Knowre America's Inc ("Service Provider") on 04/21/2020 ("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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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.

John Standal
Print Name

Signature, Date

Laura Assem, 4/22/2020
Print Name (Roseville City School District)

Signature, Date (Roseville City School District)

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EXHIBITS

Section 1.6: External Security

We use certain physical, organizational, and technical safeguards that are designed to maintain the integrity and security of information that we collect. Please be aware that no security measures are perfect or impenetrable and thus we cannot and do not make guarantees as to the security or privacy of your information. Knowre Math implements AWS WAF(Web Application Firewall)

SEE ATTACHED

Section 1.7: Internal Security

Describe the interactions vendor personal (or their representatives) will have directly with District data.
Knowre Math will only access district/teacher/student data upon written request from the approved district personnel.
How is uploaded data from the District handled and processed?
Knowre Math = district data is uploaded at the written request of District Administrator. Once district data is processed into the system the CSV file is deleted.
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"? Knowre Math = 60 days after termination of account - ALL PII is deleted. DB backup keeps data for the last 7 days and performs backup in parallel with full backup and incremental backup. Backup data is accessible only to CTOs, infrastructure personnel, and server developers in charge.

Section II.2: Exporting of Student-Created Content

Information Disclosures

We disclose the information we collect from Students in the following circumstances:

Teachers will have access to their Students' personal information, including information provided during the registration process and optional profile information that the Student provides. This includes Students' first and last name, username, password, email (optional), and gender (optional). Additionally, we may make Students' personal information available to their parents upon request to privacy@knowre.com.
To third-party service providers (e.g., data storage and processing facilities) that assist us in providing the Services.
To a school's third-party service providers at the school's request. Such service providers may include learning management system providers, student information system providers, and digital gradebook providers.
To an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which personal information is transferred to one or more third parties as one of our business assets.
If we believe that doing so is legally required, or is in our interest to protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights or property of others, or otherwise to help protect the safety or security of our Services and other users of the Services.

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

Information We Collect from Students

We collect the following information from Students during our registration process:

First and last name,
Email address (optional for students),
Username and Password,
Grade, and
Name and location of school.
Students may also be given the option to access or register for the Services through the use of their username and password for third party services (each an " Integrated Service"), such as through the use of Google or Clever credentials. When they do so, we receive the credentials they provide, their name, email address(es), current city, and other information that the Integrated Service makes available to us Please review each Integrated Services terms of use and privacy policies carefully before using their services and connecting to our Services.

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Section II.5: Securing Student Data

See attachment

Section II.6: Disclosure Notification

Information Disclosures

Teachers will have access to their Students' personal information, including information provided during the registration process and optional profile information that the Student provides. This includes Students' first and last name, username, password, email (optional), and gender (optional). Additionally, we may make Students' personal information available to their parents upon request to privacy@knowre.com.To third-party service providers (e.g., data storage and processing facilities) that assist us in providing the Services. To a schools third-party service providers at the school' s request. Such service providers may include learning management system providers, student information system providers, and digital gradebook providers. To an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which personal information is transferred to one or more third parties as one of our business assets.

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

Requests to Access and Delete a Child's Information

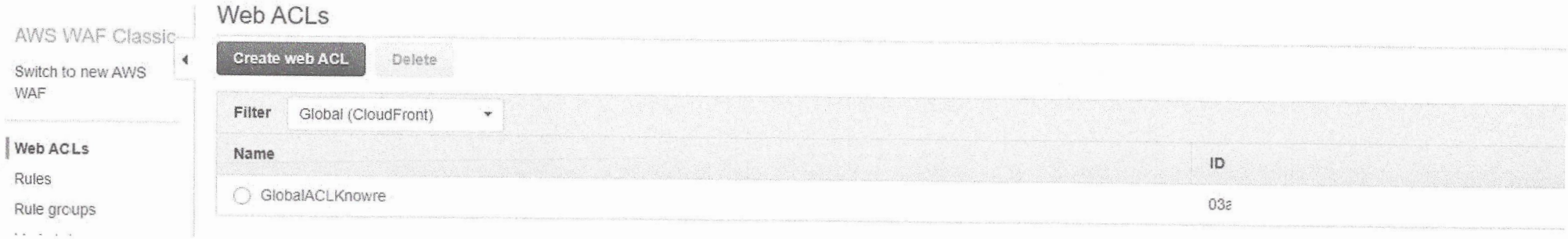
Parents and guardians of children under 13 may request to review the personal information collected from their child, direct us to delete the personal information that we have collected from their child, and refuse to permit our further collection or use of the personal information collected from their child. To do so, please contact your child' s school, or reach out to us at privacy@knowre.com.

If you do not have access to email, or if you otherwise prefer to use postal mail to communicate with us, please contact us by writing us at the following address: Knowre Americas, Inc., 205 E 42nd Street, Floor 20, New York, NY 10017. Please also be aware that if you refuse to permit our further use or collection of information from your child, or have directed us to delete your child' s personal information, we may not be able to provide the Services to your child, and may close his/her account. Additionally, we may ask you to verify your identity and the child' s age at the time of the request before permitting access to review your child' s personal information or before fulfilling another request of yours as described in this section.

Section III.5: How Student Data is Protected:

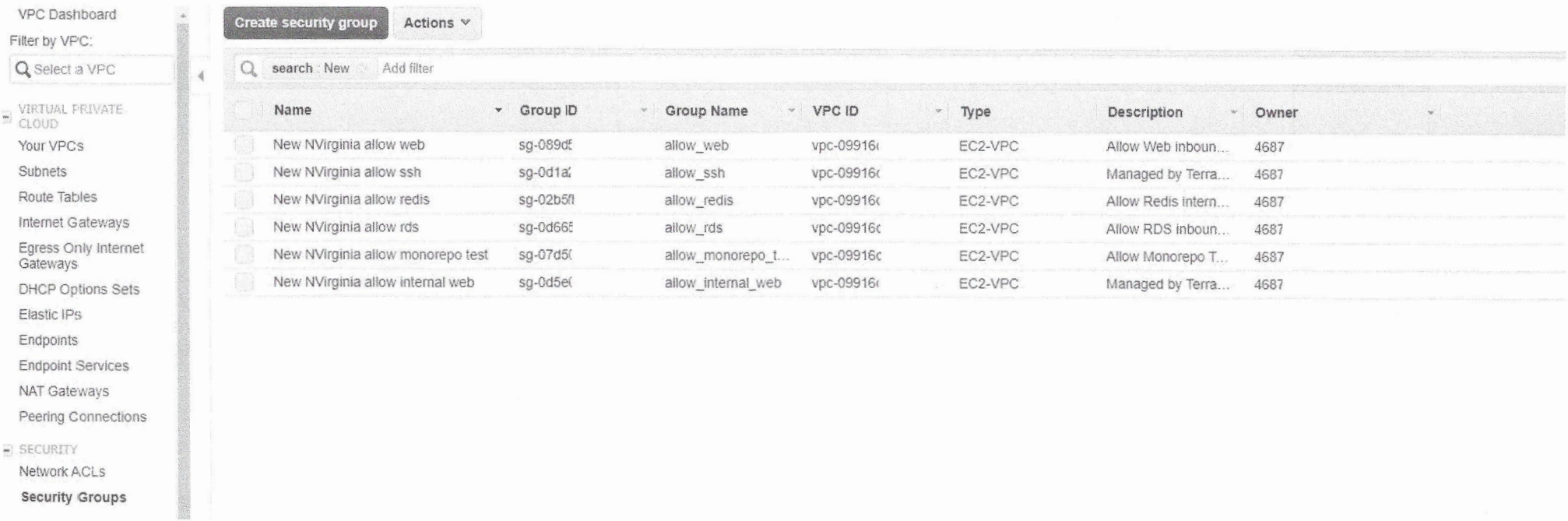
Use an internal network that cannot be accessed from outside
Blocking access with AWS Security Group policies
Allow access through two factor authentication VPN
Block unauthorized access by ID / password

1. AWS WAF (Web Application Firewall)



Knowre

2. AWS Security Group Policy



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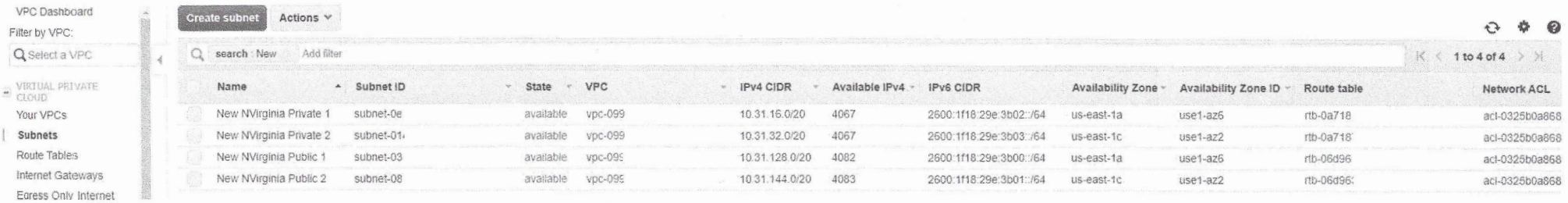
3. AWS VPC Subnet configuration



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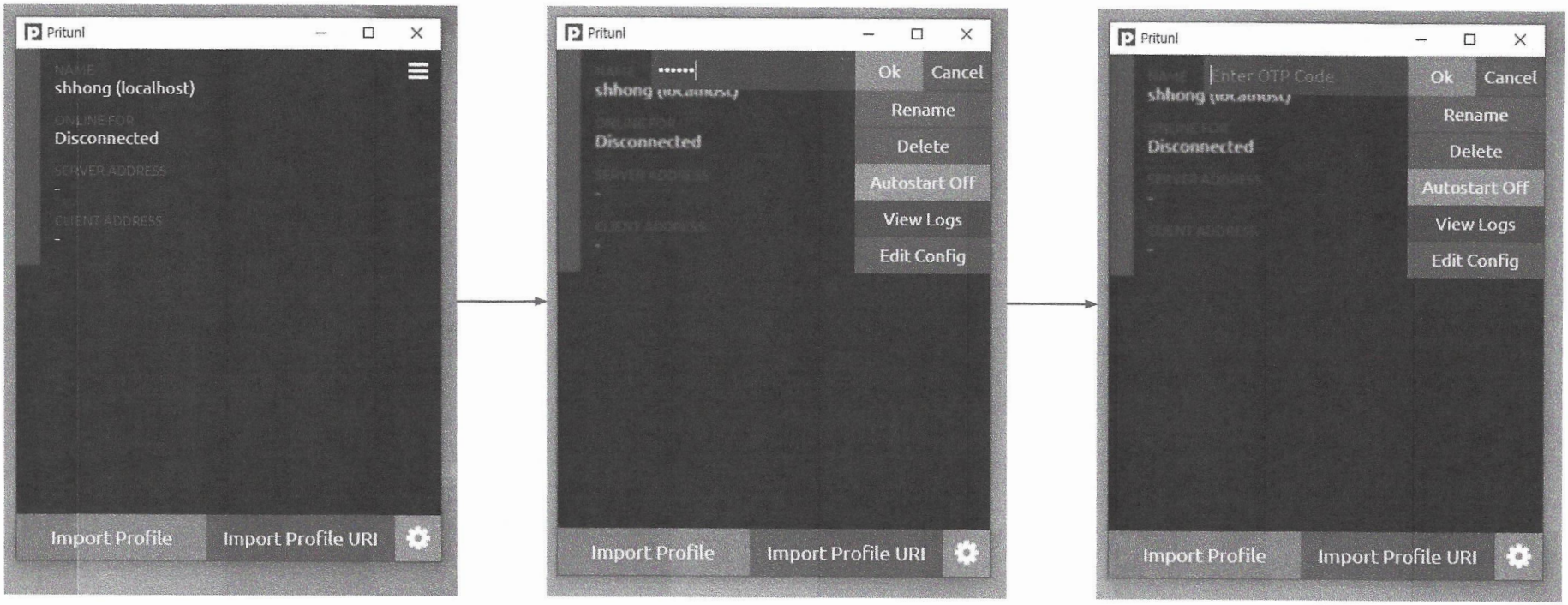
4. Two Factor Authentication VPN



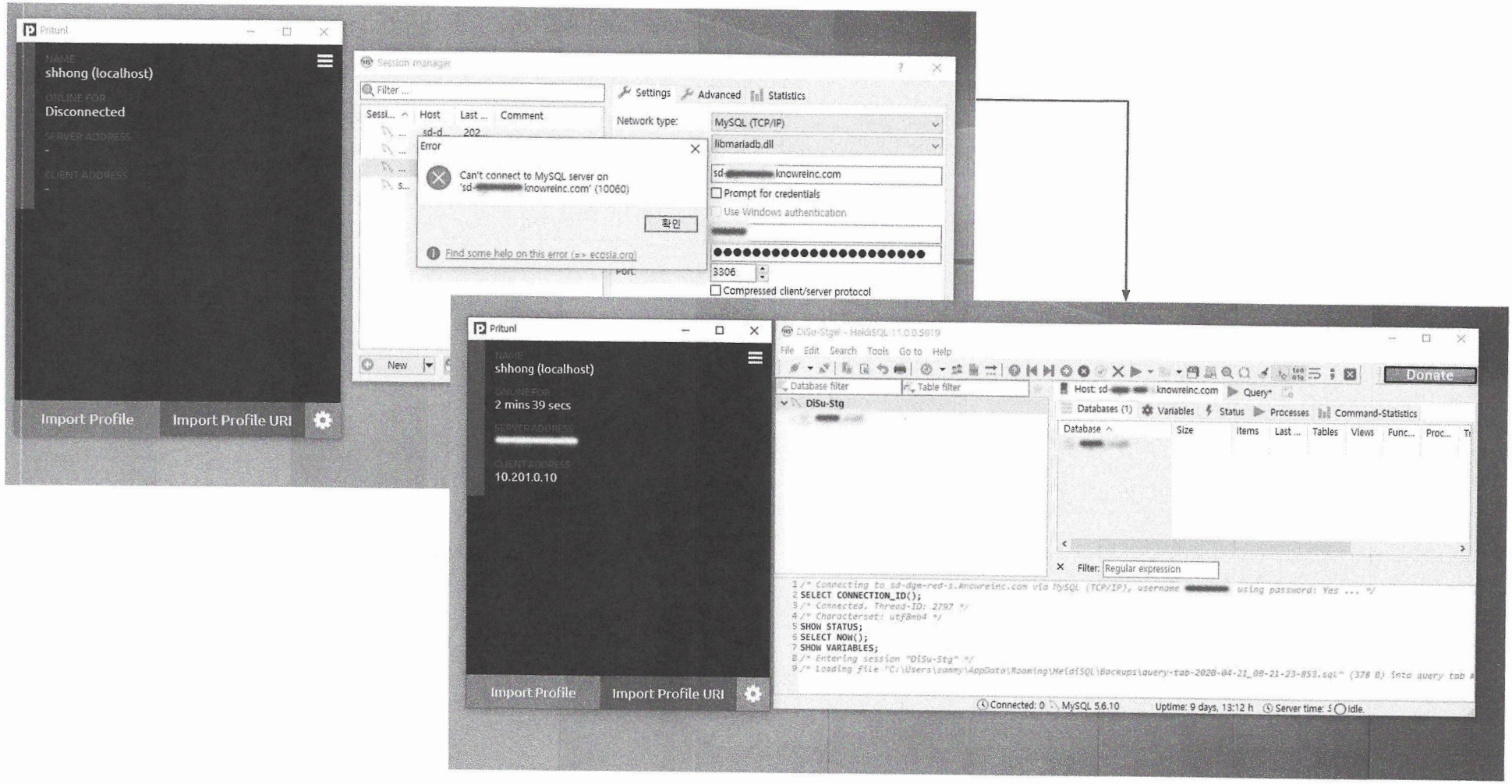
Initial

PIN

OTP

Kwang

5. Database Connection Test



Knowre