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, Executive 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 Media Leaders, LLC ("Service Provider") on 05/13/2024 ("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.

Joshua Ochs
Print Name

Signature, Date

Laura Assem
Print Name (Roseville City School District)

Signature, Date (Roseville City School District) 5/13/2024

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EXHIBITS

Section 1.6: External Security

We minimize parent personally identifiable information in our database and do not allow users to submit passwords. Our system uses cloudflare.com to detect malicous activity or anomalous traffic from external security threats.

Section 1.7: Internal Security

We minimize parent personally identifiable information in our database and do not allow users to submit passwords. Our team has limited access to data and all data is transported using https protocols. All data is secured using bank level encryption in our cloud database partner and backups are kept in the same system so data isn't shared among multiple parties.

Section II.2: Exporting of Student-Created Content

Student data is not allowed to be submitted or uploaded on our platform. When students access our platform, the only information captured is url level data that signals to our platform what school bulding a student is located at. All of this is shown to district leaders in a dashboard.
Parent email addresses can be downloaded by the school district leader (district admin) in the dashboard at smartsocial.com/dashboard at any time.

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

Student data is not allowed to be submitted or uploaded on our platform. We minimize parent personally identifiable information in our database and do not allow users to submit passwords. Parents can login to update their data, unsubscribe or opt out. They can also contact us to have us delete their data in our system and we will complete the action in as little as 2 business days.

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Section II.5: Securing Student Data

We do not allow students to submit any data to our platform.

Section II.6: Disclosure Notification

We will notify the school district of any data breach and will assist the district in notifying meeting participants if desired, but we don't reach out directly to them.

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

Our privacy policy dictates we will only release information to the school district (the account holder) after which the district may release that information as needed.

Section III.5: How Student Data is Protected:

https://smartsocial.com/privacy
8. Children's Privacy
8.1. Our platform is intended for parents and educators. We do not knowingly collect or store any personal data from children under the age of 18.
8.2. If you believe that a child has provided personal information to us, please contact us immediately so we can take appropriate action.