

## Vendor Statement of Compliance Data Privacy and Protection

This agreement is entered into between the Roseville City School District ("LEA" or "District") and  
Teach Your Monster Ltd ("Service Provider") on 26 / 03 / 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

**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.

Antonio Gould

Print Name

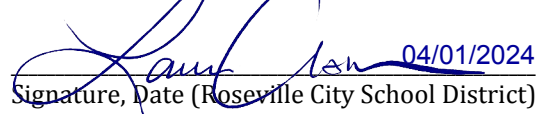


26 / 03 / 2024

Signature, Date

Laura Assem

Print Name (Roseville City School District)



04/01/2024

Signature, Date (Roseville City School District)

## EXHIBITS

### Section 1.6: External Security

Teach Your Monster Limited maintains appropriate technical and organisation processes, procedures and security measures in place, to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of, or damage to user personal data. Supplier/third party due diligence is performed to ensure that the provider uses data confidentiality, integrity and availability procedures satisfies Teach Your Monster Limited's needs and requirements and is compliant with ISO/SOC certification. All suppliers must enter into a contract containing obligations relating to confidentiality and data security. All employees/team members are subject to confidentiality obligations in their written contract with Teach Your Monster Limited. Teach Your Monster Limited holds Cyber Essentials certification. All computers, laptops, tablets and mobile phones have anti-malware software installed which is set to update daily and scan files automatically upon access, scan web pages visited and warn about accessing malicious websites. Jailbreaking and rooting are not permitted which prevent users from installing unsigned applications. two-factor authentication enabled; default passwords are changed and strong passwords of 8 characters or more is generated by a password manager. Native/inbuilt software firewalls are used.

### Section 1.7: Internal Security

#### Section 1.7: Internal Security

All computers, laptops, tablets and mobile phones have anti-malware software installed which is set to update daily and scan files automatically upon access, scan web pages visited and warn about accessing malicious websites. Native/inbuilt software firewalls are used. Access to customer and user database has IP whitelisting in place to restrict access to specific users. An assessment is undertaken and only authorised team members who have a legitimate business need are granted access. All administrator accounts have unique password and two factor authentication enabled. Administrator access is recorded and reviewed every 12 months or whenever a change occurs.

### Section II.2: Exporting of Student-Created Content

N/A

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

Teach your monster will review and correct any PII that is identified as incorrect if notified in writing.

## EXHIBITS

### Section II.5: Securing Student Data

Teach Your Monster Limited has implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection law and manage cybersecurity risks. Teach Monster Games Limited has implemented policies and procedures to regulatory, legal, risk, environmental, and operational requirements.

### Section II.6: Disclosure Notification

Our incident response plan includes provisions to ensure that internal and external stakeholders are contacted and coordinated with.

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

Supplier/third party due diligence is performed to ensure that the provider uses data confidentiality, integrity and availability procedures satisfies Teach Monster Limited's needs and requirements and is compliant with ISO/SOC certification. All suppliers must enter into a contract containing obligations relating to confidentiality and data security.

Section III.5: How Student Data is Protected: Teach Your Monster Limited has implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection law and manage cybersecurity risks. Teach Monster Games Limited has implemented policies and procedures to regulatory, legal, risk, environmental, and operational requirements

### Section III.5: How Student Data is Protected:

Teach Your Monster Limited has implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection law and manage cybersecurity risks. Teach Monster Games Limited has implemented policies and procedures to regulatory, legal, risk, environmental, and operational requirements.

<b>Title</b>	Roseville Resend
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## Document History



SENT

**26 / 03 / 2024**

09:14:06 UTC

Sent for signature to Antonio Gould  
 (antonio@teachyourmonster.org) from  
 lorraine.millican@usbornefoundation.org.uk  
 IP: 89.243.3.65



VIEWED

**26 / 03 / 2024**

09:23:26 UTC

Viewed by Antonio Gould (antonio@teachyourmonster.org)  
 IP: 80.87.30.98



SIGNED

**26 / 03 / 2024**

09:24:05 UTC

Signed by Antonio Gould (antonio@teachyourmonster.org)  
 IP: 80.87.30.98



COMPLETED

**26 / 03 / 2024**

09:24:05 UTC

The document has been completed.