

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.

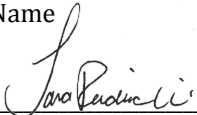
Agree: Yes No

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.

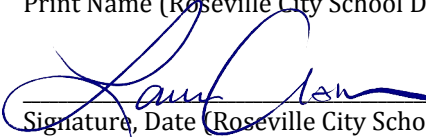
Print Name



Signature, Date

Laura Assem

Print Name (Roseville City School District)

 11/13/2023

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:

Boardmaker 7 Organization

Security White paper

Boardmaker 7 Organization provides critical day-to-day education and therapy services to professionals and students within your district. Learn how Boardmaker has been built to deliver reliable and secure service within your district's existing network and security infrastructure.

Introduction

Boardmaker 7 Organization is a hybrid (web + installed) system that allows district staff to create and distribute accessible instructional materials to students across multiple platforms, including the iPad and Chromebooks. Please note that staff cannot create materials on iPad, they can only distribute. With built-in tracking tools and a huge library of included activities, an Organization account can meet a wide variety of needs across multiple educational programs (Special Education, Early Childhood, RTI, ELL) within your district.

Boardmaker 7 Organization functionality includes:

- Create and edit existing activities using the installed (web-connected) Boardmaker 7 Editor on Windows, Mac, and Chromebooks
- Online storage and management of activities
- Large included library of College and Career Readiness aligned activities
- Instructors can print any activity from any computer
- Instructors and students can play any activity on Windows, Mac, Chromebook or iPad
- Instructors can assign activities to individual students
- Students can play activities using a variety of access methods through the Boardmaker 7 Student Center
- Instructors can track student performance against IEP goals and educational standards

Boardmaker 7 Organization is hosted entirely in Amazon Web Services and Microsoft Azure Cloud Services. The service is composed of three main components:

- **Boardmaker Portal:** Each Organization customer is provided with a dedicated, unique URL of the form (<districtname>.myboardmaker.com) for access to their account. An instructor or administrator simply visits the secure site and enters their account email/password to access their particular user account within their organization's account.
- **Boardmaker 7 Editor:** Installed software available for Windows, Mac, and Chromebooks that allows instructors or caregivers to create and edit activities that will be used with their students. This application is designed to work with or without internet access.
- **Boardmaker 7 Student Center App:** A free app is available for Windows, Mac, iPad, and Chromebooks that allow students access to their assigned activities. The difference is that the app downloads the student's activities at login so that the mobile device can still be used to operate the activities without internet access.

Protecting the integrity and the privacy of data associated with students is a high priority. In addition, to ensure low total cost of implementation (TCI), online educational systems must integrate smoothly with a district's existing security infrastructure and require little IT support. Boardmaker 7 Organization was developed with both of these goals in mind. Secure from the ground up, Boardmaker 7 Organization uses an ASP model designed expressly to ensure robust and secure operation by communicating through secure internet protocols and standard ports.

Secure facility

Boardmaker 7 Organization software, communication and database servers are hosted in the Microsoft Azure Cloud, which is a highly secured Tier 1 data center. Physical access to servers is not allowed. The servers for hosting the Boardmaker services and related student, instructor and activity data are located in Toronto, Canada. The servers for hosting the Single Sign On (SSO) services and related login data are located in the United States in Virginia and Chicago. Search services are provided by Elastic Search, which is hosted in Amazon Web Services (AWS) and has similar facility security. Those servers are located in the United States in Northern Virginia.

Secure platform

Boardmaker 7 Organization runs on hardened Windows servers with automatically updated security patches. The software is deployed to a secure scalable environment, with traffic SSL encrypted at 256 bits. The servers are configured with DDOS protection, automatic attack mitigation, continuous traffic monitoring, dedicated IP addresses, and with a dedicated security group defining database security.

Scalable and reliable infrastructure

The Boardmaker infrastructure is both robust and secure. The system is automatically load balanced across a scalable server architecture to ensure high availability. Automatic continuous backup systems are in place for the database, binary file storage, apps, and application assets allowing for fast, comprehensive recovery in the event of a failure.

Protecting customer privacy

Tobii Dynavox understands that school districts are concerned about privacy. We have a strong privacy policy ([accessible here](#)) that prohibits unauthorized disclosure of student or district information to any third party. In addition to Tobii's general Privacy Policy, the Tobii Dynavox (TD) business has adopted a Student Data Privacy Policy that outlines its adherence to FERPA, the U.S. Family Educational Rights and Privacy Act (20 U.S.C. §1232g, 34 CFR Part 99).

Protecting student data

There is a security option built into Boardmaker 7 Organization that will disallow the entry of student's last names or the uploading of profile photos. With this option enabled, even if the student data was accessed by an unauthorized individual, student performance results or IEP goals could not be associated with a particular individual without access to the district's full student information database.

Teacher email addresses

Each instructor account must include a valid email address. Districts may want to ensure that instructors only use district provided email addresses.

Disclosure of customer information

To deliver the Boardmaker 7 Organization service, Tobii Dynavox must collect certain user information, including first/last name, email address and account-level passwords. Unless expressly authorized, Tobii Dynavox will not disclose this confidential information to any third party or use this information in any manner other than to deliver agreed services. Tobii Dynavox may send service update messages to its users at the email addresses they provided when creating an account.



Even when Boardmaker 7 Organization is accessed from a public PC, no personal data is left behind that could pose a privacy threat. After a session ends, browser history indicates that Boardmaker 7 Organization was accessed – but information in the history cannot be used to access the account. The site also includes an auto logout timer so unattended accounts will logout automatically to enhance security.

Access to customer information

Tobii Dynavox staff are the only individuals with access to Tobii Dynavox servers – limited access is granted on a need-to-know basis for the express purpose of customer support and infrastructure maintenance.

Tobii Dynavox tracks domain names and browser types for traffic management. Stream analytics are stored for 90 days and used for error logging, troubleshooting, and general maintenance.

User privileges

Boardmaker 7 Organization allows an Organization to control which members of the organization can create and modify new user accounts and access district account settings. The chart below shows the three possible roles and functions that can be performed.

Role	Students	Instructor	Reporting & More
Instructor	Manage students assigned to me <ul style="list-style-type: none"> Assign activities Edit access settings Manage IEP goals 	<ul style="list-style-type: none"> Nothing 	Run reports on students assigned to me
Instructor w/Local Admin Privileges	Same as above plus: <ul style="list-style-type: none"> Search for students and add them to your classroom Edit student profile Add new students to your classroom 	<ul style="list-style-type: none"> Nothing 	Same as above
Instructor w/Admin Privileges	Same as above plus: <ul style="list-style-type: none"> Assign students to other instructors Edit student profiles Archive students Add new students Bulk import new students 	<ul style="list-style-type: none"> Edit instructor profiles Add new instructors Delete instructors 	Same as above
Instructor w/Organization Admin Privileges	Same as above plus: <ul style="list-style-type: none"> Bulk export of student account information 	Same as above plus: <ul style="list-style-type: none"> Set account privileges for Instructors Bulk export of Instructor account information Bulk import new instructors 	Same as above plus: <ul style="list-style-type: none"> Organization level reporting with filters District account management Standards management Software download center access District account settings Site appearance General settings Hierarchy settings Community Settings Privacy settings Instructional Level

Firewall compatibility

Boardmaker 7 Organization is firewall friendly. It generates only outgoing HTTP/TCP to ports 80, 443. Because most firewalls are already configured to permit outgoing Web traffic, you do not have to bypass or compromise your district or location firewall.

Protecting confidential data

Boardmaker 7 Organization uses a highly compressed, encrypted stream to ensure data confidentiality without sacrificing performance. All traffic between the user's browser and the server is protected with end-to-end 256-bit RSA encryption. We use a Premium SSL wildcard certificate.

Advanced encryption

Boardmaker 7 Organization uses 256-bit RSA encryption. Through industry-standard encryption methods, Boardmaker 7 Organization can help an organization implement strong security policies and conform to district privacy mandates.

Password Protection

Any system that allows users to login can be compromised by using weak passwords that can easily be guessed, or by sharing passwords. Boardmaker 7 Organization enforces a minimum password length of 6 characters, and it does display password strength when users are creating or changing their passwords.

Password Recovery

If an instructor forgets their password, the login screen has a "Forgot Password" link that will ask for their email address. If the address matches the one we have in the system, an email will be sent with a link to allow the user to enter a new password.

If a student forgets their password, they should ask their instructor to reset their password.

Inactivity time-out

Users walk away from laptop and desktop computers, without logging out. Boardmaker 7 Organization addresses this by applying inactivity time-outs. Users are automatically logged out of the website if inactive for an extended period of time.

Conclusion

Tobii Dynavox's approach to security and privacy is simple: Start with a secure hosted service and operational practices that preserve customer privacy. Protect data connections with authentication and state-of-the-art encryption to keep traffic safe. Integrate this solution seamlessly with each district's existing network and security infrastructure. Provide flexible administrative controls for user management. The end result: Boardmaker 7 Organization is a robust, secure education management and delivery system with low total cost of implementation (TCI).

Tobii Dynavox

Product information: get.myboardmaker.com

Sales inquiries: 1-800-588-4548

For more information on Tobii Dynavox please visit www.goboardmaker.com or www.tobiidynavox.com

About Tobii Dynavox

Tobii Dynavox, is the leading provider of speech-generating devices and symbol-adapted special education software used to assist individuals in overcoming their speech, language and learning challenges. These solutions are designed to help individuals who have complex communication and learning needs participate in the home, classroom and community. Our mission is to enable our customers to realize their full communication and education potential by developing industry-leading devices, software and content, and by providing the services to support them. We assist individuals, families and professionals with an extensive field support organization, as well as centralized technical and reimbursement support. For more information, visit www.tobiidynavox.com