

Checklist for Digital Instructional Resources Ensuring Student Data Privacy

According to the U.S. Department of Education, schools and districts should exercise diligence when reviewing company Terms of Service agreements, following established school and district policies for evaluating and approving online educational services and mobile applications.

Please complete this checklist for all digital resource purchases before contracts are signed. Please return a copy of this form to the Director of Technology Services.

1. System requirements are specified here:

2. Technical contact information (name, email, and phone number).
Please list here:

3. Documentation regarding how vendor shares student information must be provided. If available online, **please specify URL here:**

4. Information regarding how the vendor protects student information must be provided. If available online, **please specify URL here:**

5. Student account management is centralized and can be automated.
Please select: Yes or No

6. Auditing of account activity is provided by vendor. **Please select: Yes or No**

7. Vendor has specified which systems with which it is able to fully sync, such as: Active Directory, Federation Services, Student Information Systems, and Google Apps for Education. **Please list here:**

8. The Digital Resource is in compliance with ADA requirements.
Please select: Yes or No

9. Vendor must provide CPS a copy of their incident response plan. If available online, **please specify URL here:**

10. **This text has been included in the contract with the vendor or this form has been added as an appendix to the contract:**

Provider will comply with all applicable federal, state and local laws, regulations and ordinances, as well as the Policies and Procedures of the Board of Education of Columbia Public Schools, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, 34 CFR Part 99.

Provider may use de-identified Data for product development, research or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information and school ID. Furthermore, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt to re-identification.

Provider will not use any Data to advertise or market to students or their parents.

Provider will collect and use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

Data cannot be shared with any additional parties without prior written consent of Columbia Public Schools except as required by law.

Any Data held by Provider will be made available to the Columbia Public Schools upon request by the Columbia Public Schools.

Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

Provider will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Provider will also have written incident response plan, to include prompt notification of the Columbia Public Schools in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Provider agrees to share its incident response plan upon request.

Provider will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from Columbia Public Schools.

Provider acknowledges that it: is performing an institutional service or function for which Columbia Public Schools would otherwise use employees; is under the direct control of Columbia Public Schools with respect to the use and maintenance of any personally identifiable information of students contained in the Data; and, is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.

In the event that Provider intends to publish or otherwise disclose Data, Provider agrees to provide Columbia Public Schools with advanced notice of the publication or disclosure and to allow Columbia Public Schools to review the same prior to any publication or disclosure to ensure that all personally identifiable information has been removed. With regard to publishing any Data, Columbia Public Schools shall have the right, in its sole discretion, to prohibit such publication.

Provider will designate a point of contact and data custodian who shall be directly responsible for managing the Data.

The collecting of Data by Company in no way is a transfer of ownership of the Data to Company. Columbia Public Schools shall maintain ownership of the Data, and any personally identifiable information contained therein may only be disclosed with permission of Columbia Public Schools or otherwise in compliance with FERPA.

Provider shall defend, hold harmless and indemnify Columbia Public Schools, its governing Board, officers, agents, and employees from every claim, demand, losses and expenses which may be made by reason of any unauthorized disclosure of personally identifiable information by Provider or any person, firm or corporation, employed by Provider, including any subcontractors, that is contrary to any federal, state or local law. Provider, at its own expense and risk, shall defend any legal proceeding that may be brought against Columbia Public Schools, its governing Board, officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against Columbia Public Schools or its governing Board therein. Provider also agrees to reimburse Columbia Public Schools, its agents and employees for any sum which Columbia Public Schools is required to pay on account of such demand, claim or lawsuit, including attorney's fees. Provider further agrees that in the event of an unauthorized disclosure of personally identifiable information that is contrary to any federal, state or local law, Provider shall be responsible for any and all costs associated with investigating and remedying the unauthorized disclosure.

Columbia Public Schools shall have the right to conduct audits or otherwise monitor the Provider to periodically affirm that the Provider has appropriate policies and procedures in place to protect the Data.

Note:

The Columbia Board of Education expects teachers will blend thoughtful use of digital information resources throughout the curriculum and that teachers will provide students guidance and instruction about the appropriate use of such resources, including how to be knowledgeable and respectful citizens as they use information and 21st century digital tools.

CPS Curricular Area or Department Initiating Purchase: _____

Name of Resource: _____

Vendor Signature: _____