

AGREEMENT: External Agency Responsibility regarding Leon District Schools Student & Staff Data, and Systems, Security

For the purpose of providing *general statement of product function goes here, Product and Specific Vendor name goes here* (hereafter called "the vendor"), may collect or be provided confidential student and staff data and allowed to access and maintain – but not distribute - Leon District Schools' these data under the following conditions - which includes responsibility for keeping such data and the software and transmission systems involved with such data – secure.

The intent of this agreement is to clearly communicate to the vendor that the school district does not have sufficient knowledge of the specific software application design or functions, and the school district does not have available in-house expertise to adequately monitor that the software application and the data associated with this application has been properly secured and functioning. It is therefore expected that the vendor has full responsibility for keeping the data provided secure.

The district will maintain an appropriate system environment, and will be responsible for back-ups of those system and data files if necessary and as identified by the vendor as necessary for system recovery. It is the vendor's responsibility to confirm and monitor software system performance and integrity relating to data and system security. It is the vendor's responsibility to see to notify the school district when issues or problems arise.

Specifically:

- 1) The vendor is responsible for maintaining these data, including any copies or derivations - and the transmission of such data, in a secure environment and under controls to preclude access by anyone other than those specifically authorized for such access. The vendor will ensure that access, dissemination, and maintenance of Leon District Schools' student or staff data (confidential or otherwise) is consistent with applicable rules, statutes, and "good sense" such as to respect the individual's right to privacy and due process.

This involves the vendors attending to procedural, equipment and system requirements including but not restricted to: physical and electronic security of the data-resident servers and storage medium, safeguards and monitoring to restrict access to these data or systems by any unauthorized users, adequate controls and upkeep of rights to electronic files and folders, maintenance of secure server and client data locations and transmissions, and timely updates to data access and system user authorizations.

- 2) The vendor will provide a list of those non-LCS persons having access to these data, and the specific locations where these data are housed – including any individuals or locations involved in back-up or recovery.

Updates to this agreement should be sent to Judy Knerr, Technology & Information Services, 520 South Appleyard, Tallahassee, Florida 32304; fax 850-487-7849. It is the vendor's responsibility to maintain and update any changes to the list of those authorized, in writing, to the Leon District Schools.

- 3) The vendor is expected to meet acceptable security standards and procedures, and is requested to recommend further specific guidelines relating to data transmission security, i.e. encryption, file transmission methodology, and file archiving/back-up/access or update logging.... Upon acceptance of this letter of agreement, LCS' will provide the requested

data, in the specified format, in a secured database server location with specific access authorizations and connection options specific to that vendor.

- 4) Authorizations under this agreement are assigned for a period of one year. Continuing use will require renewal of the request and agreement. Annual authorizations will require renewal on or about June of each year. In the event of a termination of this agreement, the vendor is responsible for destroying all copies or derivations of the data provided.
- 5) The vendor is responsible for maintenance and monitoring of the software. Specifically, it is expected that the vendor be actively and regularly monitoring the functioning of the software system; and if inappropriate intrusion or activity is detected, the vendor is expected to notify the school district immediately.
- 6) In those cases where this equipment is located at the school district. it is the district's responsibility to maintain system and database back-ups according to the written specifications provided by the vendor, including reasonably timely application of security patches and fixes relating to the operating, communications, or database systems utilized by the software product whenever these are identified by the vendor and communicated to the school district as requiring school district maintenance.
- 7) If the vendor fails to regularly monitor the software system functionality and integrity (i.e. at least monthly monitoring as necessary to detect aberrant or system dysfunctions, such as denial of service attacks, virus, spyware or malware) and fails to also maintain critical security patches as relates to the software application, the school district will disconnect the system. Payment of all unpaid fees and monies scheduled to be sent to the vendor will be frozen until appropriate system updates, recovery, or monitoring by the vendor is in evidence. The vendor will be noticed should this step be necessary.
- 8) It is the vendor's responsibility to test and update the software systems recovery from the prescribed back-up at least annually, and at the time of each major product release or upgrade.
- 9) It is the vendor's responsibility to provide timely notification (typically immediate, via e-mail and telephone calls) to Leon District Schools in the event of any change or incident where there was a breach in the security such that these data were made available to parties or agencies outside those specified; and including any incident of unauthorized or inappropriate access to system files or data.

For further information regarding these procedures and guidelines, contact Judy Knerr or Bill Piotrowski at Leon District Schools, Technology & Information Services (487-7530).

I UNDERSTAND AND AGREE TO THE CONDITIONS SET FORTH IN THIS DOCUMENT.

SIGNATURE (Vendor Representative)

DATE

Attachment: listing of persons having access to the data provided; data server/storage locations