![Wasatch charter school — where education comes to life]

Document Name:	IT Systems Security Plan
First Approved Date:	September 25, 2017
Latest Approved Date:	December 1, 2021
Version Number:	2

1.0   Purpose

The purpose of this policy is to ensure the secure use and handling of all Wasatch Waldorf Charter School data, computer systems and computer equipment by Wasatch Waldorf Charter School students, patrons, and employees.

2.0   Definitions

2.1	Access	Directly or indirectly use; attempt to use; instruct; communicate with; cause input to; cause output from; or otherwise make use of any resources of a computer, computer system, computer network, or any means of communication with any of them.
2.2	Authorization	Having the express or implied consent or permission of the owner, or of the person authorized by the owner to give consent or permission to access a computer, computer system, or computer network in a manner not exceeding the consent or permission.

Wasatch
charter school
where education comes to life

2.3	Computer	Any electronic device or communication facility that stores, retrieves, processes, or transmits data.
2.4	Computer System	A set of related, connected or unconnected, devices, software, or other related computer equipment.
2.5	Computer network	The interconnection of communication or telecommunication lines between: computers, or computers and remote terminals; or the interconnection by wireless technology between: computers, or computers and remote terminals.
2.6	Computer Property	Includes electronic impulses, electronically produced data, information, financial instruments, software, or programs, in either machine or human readable form, any other tangible or intangible item relating to a computer, computer system, computer network, and copies of any of them.
2.7	Confidential	Data, text, or computer property that is protected by a security system that clearly evidences that the owner or custodian intends that it not be available to others without the owner's or custodian's permission.
2.8	Encryption or Encrypted Data	The most effective way to achieve data security. To read an encrypted file, you must have access to a secret key or password that enables you to decrypt it.

2.9	Personally Identifiable Information (PII)	Any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered Protected data.
2.10	Security System	A computer, computer system, network, or computer property that has some form of access control technology implemented, such as encryption, password protection, other forced authentication, or access control designed to keep out unauthorized persons.
2.11	Sensitive Data	Data that contains personally identifiable information.
2.12	System Level	Access to the system that is considered full administrative access. Includes operating system access and hosted application access.

3.0   Policy Content

3.1 Technology Security

It is the policy of the Wasatch Waldorf Charter School to support secure network systems, including security for all personally identifiable information (PII) that is stored on paper or stored digitally on Wasatch Waldorf Charter School maintained computers and networks. This policy supports efforts to mitigate threats that may cause harm to the Wasatch Waldorf Charter School, its students, or its employees.

Wasatch Waldorf Charter School will ensure reasonable efforts will be made to maintain network security. Data loss can be caused by human error, hardware malfunction, natural disaster, security breach, etc., and may not be preventable.

All persons who are granted access to the School network and other technology resources are expected to be careful and aware of suspicious communications and unauthorized use of Wasatch Waldorf Charter School devices and the network. When an employee or other user becomes aware of suspicious activity, he/she is to immediately contact Wasatch Waldorf Charter School's Information Security Manager with the relevant information.

This policy and procedure also covers third party vendors/contractors that contain or have access to Wasatch Waldorf Charter School critically sensitive data. All third party entities will be required to sign the Restriction on Use of Confidential Information Agreement before accessing our systems or receiving information. The Restriction of Use of Confidential Information Agreement is listed in Appendix A.

It is the policy of Wasatch Waldorf Charter School to fully conform with all federal and state privacy and data governance laws, including the Family Educational Rights and Privacy Act, 20 U.S. Code §1232g and 34 CFR Part 99 (hereinafter "FERPA"), the Government Records and Management Act U.C.A. §62G-2 (hereinafter "GRAMA"), U.C.A. §53A-1-1401 et seq and Utah Administrative Code R277-487.

Professional development for staff and students regarding the importance of network security and best practices are included in the procedures. Wasatch Waldorf Charter School supports the development, implementation and ongoing improvements for a robust security system of hardware and software that is designed to protect Wasatch Waldorf Charter School's data, users, and electronic assets.

4.0   Relevant Procedures, Guidelines & Restrictions

4.1 Security Responsibility

4.1.1   Wasatch Waldorf Charter School shall appoint, in writing, an Information Security Manager responsible for overseeing IT security and IT contractors, to include development of school policies and adherence to the standards defined in this document.

4.1.2   The Administrative Director of the Wasatch Waldorf Charter School shall fulfill the role of Information Security Manager unless otherwise specified.

4.2 Training

4.2.1   Wasatch Waldorf Charter School, led by the Information Security Manager, shall ensure that all employees having access to sensitive information undergo annual IT security training which emphasizes their personal responsibility for protecting student and employee information. Training resources will be provided to all Wasatch Waldorf Charter School employees.

4.2.2   Wasatch Waldorf Charter School, led by the Information Security Manager, shall ensure that all students are informed of Cyber Security Awareness.

4.3 Physical Security

4.3.1   Computer Security

4.3.1.1 Wasatch Waldorf Charter School shall ensure that any user's computer must not be left unattended and unlocked, especially when logged into sensitive systems or data including student or employee information. Automatic logoff and password protected screen savers should be used to enforce this requirement.

4.3.1.2 Wasatch Waldorf Charter School shall ensure that all equipment that contains sensitive information will be secured to deter theft.

4.3.2   Server/Network Room Security

4.3.2.1 Wasatch Waldorf Charter School shall ensure that server rooms and telecommunication rooms/closets are protected by appropriate access control which segregates and restricts access from general school or office areas. Access control shall be enforced using either keys, electronic card readers, or similar method with only those IT or other staff members having access necessary to perform their job functions are allowed unescorted access.

4.3.2.2 Telecommunication rooms/closets may only remain unlocked or unsecured when because of building design it is impossible to do otherwise or due to environmental problems that require the door to be opened.

4.3.3   Contractor access

4.3.3.1 Before any contractor is allowed access to any computer system, server room, or telecommunication room, the contractor will need to present a company issued identification card, and his/her access will need to confirmed directly by the authorized employee who issued the service request or by Wasatch Waldorf Charter School's Technology Department.

4.4 Network Security

4.4.1   Network perimeter controls will be implemented to regulate traffic moving between trusted internal (Wasatch Waldorf Charter School) resources and

external, untrusted (Internet) entities. All network transmission of sensitive data should enforce encryption where technologically feasible.

4.4.2   Network Segmentation

4.4.2.1 Wasatch Waldorf Charter School shall ensure that all untrusted and public access computer networks are separated from main Wasatch Waldorf Charter School computer networks and utilize security policies to ensure the integrity of those computer networks.

4.4.2.2 Wasatch Waldorf Charter School will utilize industry standards and current best practices to segment internal computer networks based on the data they contain. This will be done to prevent unauthorized users from accessing services unrelated to their job duties and to minimize potential damage from other compromised systems.

4.4.3   Wireless Networks

4.4.3.1 No wireless access point shall be installed on Wasatch Waldorf Charter School's computer network that does not conform with current network standards as defined by the IT contractor. Any exceptions to this must be approved directly in writing by the Information Security Manager.

4.4.3.2 Wasatch Waldorf Charter School shall scan for and remove or disable any rogue wireless devices (such as access points) using Wasatch's wireless network.

4.4.3.3 All wireless access networks shall conform to current best practices and shall utilize at minimal WPA encryption for any connections. Open access networks are not permitted, except on a temporary basis for events when deemed necessary.

4.4.4 Remote Access

4.4.4.1 Wasatch Waldorf Charter School shall ensure that any remote access with connectivity to the internal network is achieved using the centralized VPN service that is protected by multiple factor authentication systems. Any exception to this policy must be due to a service provider's technical requirements and must be approved by the Information Security Manager.

4.5 Access Control

4.5.1 System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

4.5.2 Authentication

4.5.2.1 Wasatch Waldorf Charter School shall enforce strong password management for employees, students, and contractors.

4.5.2.2 Password Creation

4.5.2.2.1 All server system-level passwords must conform to the Password Construction Guidelines.

4.5.2.3 Password Protection

4.5.2.3.1 Passwords must not be shared with anyone. All passwords are to be treated as sensitive, Confidential information.

4.5.2.3.2 Passwords must not be inserted into email messages or other forms of electronic communication.

4.5.2.3.3 Passwords must not be revealed over the phone to anyone.

4.5.2.3.4   Do not reveal a password on questionnaires or security forms.

4.5.2.3.5   Do not hint at the format of a password (for example, "my family name").

4.5.2.3.6   Any user suspecting that his/her password may have been compromised must report the incident and change all passwords.

4.5.3   Authorization

4.5.3.1   Wasatch Waldorf Charter School shall ensure that user access shall be limited to only those specific access requirements necessary to perform their jobs. Where possible, segregation of duties will be utilized to control authorization access.

4.5.3.2   Wasatch Waldorf Charter School shall ensure that user access should be granted and/or terminated upon timely receipt, and management's approval, of a documented access request/termination.

4.5.4   Accounting

4.5.4.1   Wasatch Waldorf Charter School shall ensure that audit and log files are maintained for at least ninety days for all critical security-relevant events such as: invalid logon attempts, changes to the security policy/ configuration, and failed attempts to access objects by unauthorized users, etc.

4.5.5 Administrative Access Controls

4.5.5.1 Wasatch Waldorf Charter School shall limit IT administrator privileges (operating system, database, and applications) to the minimum number of staff required to perform these sensitive duties.

4.6 Incident Management

4.6.1 Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

4.6.2 In the case of a security breach, Mandiant (or another company that responds to data breach incidents) will be contacted to begin investigation and remediation.

4.7 Business Continuity

4.7.1 To ensure continuous critical IT services, Wasatch Waldorf Charter School in cooperation with its IT contractor will develop a business continuity/disaster recovery plan appropriate for the size and complexity of Wasatch Waldorf Charter School IT operations.

4.7.2 Wasatch Waldorf Charter School shall develop and deploy a school-wide business continuity plan which should include as a minimum:

- Backup Data: Procedures for performing routine daily/weekly/monthly backups and storing backup media at a secured location other than the server room or adjacent facilities. As a minimum, backup media must be stored off-site a reasonably safe distance from the primary server room.
- Secondary Locations: Identify a backup processing location, such as another School or building.
- Emergency Procedures: Document an emergency preparedness plan, including: recovery of backup data, restoration of processing at the

secondary location, and generation of student and employee listings for ensuing a full head count of all.

4.8 Malicious Software

4.8.1   Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

4.8.2   Wasatch Waldorf Charter School shall install, distribute, and maintain spyware and virus protection software on all school-owned equipment, i.e. servers, workstations, and laptops.

4.8.3   Wasatch Waldorf Charter School shall ensure that malicious software protection will include frequent update downloads (minimum weekly), frequent scanning (minimum weekly), and that malicious software protection is in active state (real time) on all operating servers/workstations.

4.8.4   Wasatch Waldorf Charter School shall ensure that all security-relevant software patches (workstations and servers) are applied within thirty days and critical patches shall be applied as soon as possible.

4.8.5   All computers must use the Wasatch Waldorf Charter School approved anti-virus solution.

4.8.6   Any exceptions to section 3.9 must be approved by the Information Security Manager.

4.9 Internet Content Filtering

4.9.1   In accordance with Federal and State Law, Wasatch Waldorf Charter School shall filter internet traffic for content defined in law that is deemed harmful to minors.

4.9.2   Wasatch Waldorf Charter School acknowledges that technology based filters are not always effective at eliminating harmful content and due to this, Wasatch Waldorf Charter School uses a combination of technological means and supervisory means to protect students from harmful online content.

4.9.3   In the event that students take devices home, Wasatch Waldorf Charter School will provide a technology based filtering solution for those devices; however, the school will rely on parents to provide the supervision necessary to fully protect students from accessing harmful online content.

4.9.4   Students shall be supervised when accessing the internet and using Wasatch Waldorf Charter School-owned devices on school property.

4.10   Data Privacy

4.10.1   Wasatch Waldorf Charter School considers the protection of the data it collects on students, employees and their families to be of the utmost importance.

4.10.2   Wasatch Waldorf Charter School protects student data in compliance with the Family Educational Rights and Privacy Act, 20 U.S. Code §1232g and 34 CFR Part 99 ("FERPA"), the Government Records and Management Act U.C.A. §62G-2 ("GRAMA"), U.C.A. §53A-1-1401 et seq, 15 U.S. Code §§ 6501–6506 ("COPPA") and Utah Administrative Code R277-487 ("Student Data Protection Act").

4.10.3   Wasatch Waldorf Charter School shall ensure that employee records access shall be limited to only those individuals who have specific access requirements necessary to perform their jobs. Where possible, segregation of duties will be utilized to control authorization access.

4.11   Security Audit and Remediation

4.11.1   Wasatch Waldorf Charter School shall perform routine security and privacy audits in congruence with the Wasatch Waldorf Charter School's Information Security Audit Plan.

4.11.2   Wasatch Waldorf Charter School personnel shall develop remediation plans to address identified lapses.

4.11.3   If notified of a vulnerability in hardware (HP - server or switches), Wasatch Waldorf Charter School will immediately contact IT contractor who will promptly address the issue. If a lapse is identified by the IT Contractor, they will immediately inform Wasatch Waldorf Charter School and inform of the measures under way to address the issue.

4.11.4   Software updates will be installed on a quarterly basis, to help ensure optimal security and functionality.

4.12

Employee Disciplinary Actions shall be in accordance with applicable laws, regulations and Wasatch Waldorf Charter School policies. Any employee found to be in violation may be subject to disciplinary action up to and including termination of employment with the Wasatch Waldorf Charter School.

5.0   Exhibits / Appendices / Forms

Appendix A

Wasatch Charter School

Third Party Restriction of Use of
Confidential Information Agreement

A third-party contractor shall use personally identifiable student data received under a contract with Wasatch Charter School **strictly for the purpose of providing the contracted product or service within the negotiated contract terms**.

When contracting with a third-party contractor, Wasatch Charter School requires:

1. A description of any person or entity, including an affiliate of the third-party contractor, with whom the third-party contractor may share student data.
2. Third-party contractors agree to delete student data at the request of Wasatch Charter School.
3. Secondary uses of personally identifiable student data by third-party contractors is strictly prohibited except where approved by Wasatch Charter School.
4. Wasatch Charter School or a Wasatch Charter School designee may audit the third-party contractor to verify compliance with the contract.
5. As authorized by law or court order, a third-party contractor shall share student data as requested by law enforcement.

6. A third party contractor may:
    a. use student data for adaptive learning or customized student learning purposes;
    b. market an educational application or product to a parent or legal guardian of a student if the third-party contractor did not use student data, shared by or collected on behalf of an education entity, to market the educational application or product;
    c. use a recommendation engine to recommend to a student:
        i. content that relates to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party
        ii. services that relate to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party;
        iii. respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party;
    d. use student data to allow or improve operability and functionality of the third-party contractor's internal application; or
    e. identify for a student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria:
        i. regardless of whether the identified nonprofit institutions of higher education or scholarship providers provide payment or other consideration to the third-party contractor; and
        ii. only if the third-party contractor obtains written consent:
            1. of a student's parent or legal guardian through the student's school or LEA; or

2. for a student who is age 18 or older or an emancipated minor, from the student.
   iii. A third-party contractor is not required to obtain written consent if the third-party contractor:
      1. is a national assessment provider; and
      2. secures the express written consent of the student or the student's parent; and
      3. the express written consent is given in response to clear and conspicuous notice that the national assessment provider requests consent solely to provide access to information on employment, educational scholarships, financial aid, or postsecondary educational opportunities.

7. At the completion of a contract with an education entity, if the contract has not been renewed, a third-party contractor shall return or delete upon the education entity's request all personally identifiable student data under the control of the education entity unless a student or the student's parent consents to the maintenance of the personally identifiable student data.

8. A third-party contractor may not, except as provided elsewhere:
   a. sell student data;
   b. collect, use, or share student data, if the collection, use, or sharing of the student data is inconsistent with the third-party contractor's contract with the education entity; or
   c. use student data for targeted advertising.
   d. A person may obtain student data through the purchase of, merger with, or otherwise acquiring a third-party contractor if the third-party contractor remains in compliance with this section.

9. A provider of an electronic store, gateway, marketplace, or other means of purchasing an external application is not required to ensure that the external application obtained through the provider complies with this section.
10. The provisions of this section do not:
    a. apply to the use of an external application, including the access of an external application with login credentials created by a third-party contractor's internal application;
    b. apply to the providing of Internet service; or
    c. impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C. Sec. 230, to review or enforce compliance with this section.

As a third-party contractor of Wasatch Charter School, I hereby affirm that I have read the above Third Party Restrictions of Use of Confidential Information Agreement and all applicable Wasatch Charter School policies and procedures and will abide by all terms, agreements and assurances contained therein.

Contracted Entity: _____

Print Name: _____

Signed: _____

Date: _____