

# NEW YORK STATE MODEL DATA PRIVACY AGREEMENT FOR EDUCATIONAL AGENCIES

**Liverpool Central School District**

**and**

**Freckle.com**

This Data Privacy Agreement ("DPA") is by and between the Liverpool Central School District("EA"), an Educational Agency, and Freckle.com ("Contractor"), collectively, the "Parties".

## ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
6. **Eligible Student:** A student who is eighteen years of age or older.
7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

8. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
9. **Parent:** A parent, legal guardian or person in parental relation to the Student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** Contractor’s non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
16. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

## ARTICLE II: PRIVACY AND SECURITY OF PII

### 1. **Compliance with Law.**

In order for Contractor to provide certain services ("Services") to the EA pursuant to a contract dated 1/14/2021 ("Service Agreement"); Contractor may receive PII regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education’s Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law.

Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

**2. Authorized Use.**

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

**3. Data Security and Privacy Plan.**

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

**4. EA's Data Security and Privacy Policy**

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with the EA's data security and privacy policy and other applicable policies.

**5. Right of Review and Audit.**

Upon request by the EA, Contractor shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to the EA. Contractor may provide the EA with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.

**6. Contractor's Employees and Subcontractors.**

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify the EA and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and subcontractors.
- (e) Contractor must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

#### **7. Training.**

Contractor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

#### **8. Termination**

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.

#### **9. Data Return and Destruction of Data.**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, Contractor shall transfer PII, in a format agreed to by the Parties to the EA.
- (b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's written election to do so, Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

#### **10. Commercial or Marketing Use Prohibition.**

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

#### **11. Encryption.**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

**12. Breach.**

(a) Contractor shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.

(b) Notifications required under this paragraph must be provided to the EA at the following address:

Daniel Farsaci

Title: Director of Technology

Address: 190 Blackberry Road

City, State, Zip: Liverpool, NY 13090

Email:] dfarsaci@liverpool.k12.ny.us

**13. Cooperation with Investigations.**

Contractor agrees that it will cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

**14. Notification to Individuals.**

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

**15. Termination.**

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

### ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

**1. Parent and Eligible Student Access.**

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

**2. Bill of Rights for Data Privacy and Security.**

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

### ARTICLE IV: MISCELLANEOUS

**1. Priority of Agreements and Precedence.**

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. **Execution.**

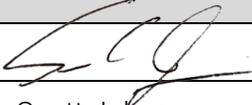
This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

EDUCATIONAL AGENCY	CONTRACTOR
BY: <i>[Signature]</i>	BY: 
<i>[Printed Name]</i>	Scott Johnson
<i>[Title]</i>	Director of Information Security
Date:	Date: 1/25/2021

# EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student’s personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student’s name or identification number, parent’s name, or address; and indirect identifiers such as a student’s date of birth, which when linked to or combined with other information can be used to distinguish or trace a student’s identity. Please see FERPA’s regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student’s education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education’s Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student’s identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at [www.nysed.gov/data-privacy-security/student-data-inventory](http://www.nysed.gov/data-privacy-security/student-data-inventory) and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the EA at: [dfarsaci@liverpool.k12.ny.us](mailto:dfarsaci@liverpool.k12.ny.us). (ii) Complaints may also be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-security/report-improper-disclosure](http://www.nysed.gov/data-privacy-security/report-improper-disclosure), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

<b>CONTRACTOR</b>	
<b>[Signature]</b>	
<b>[Printed Name]</b>	Scott Johnson
<b>[Title]</b>	Director of Information Security

Date:

1/25/2021

## EXHIBIT B

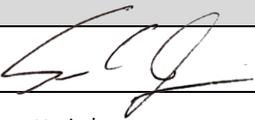
### BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

#### SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Name of Contractor</b>	Renaissance Learning, Inc.
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	Please see the attached US Products Privacy Notice.
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Contract Term</b>	Contract Start Date <u>1/15/2021</u> Contract End Date <u>Until solution no longer being utilized by the district.</u>
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input checked="" type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"><li>• Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties.</li><li>• Securely delete and destroy data.</li></ul>

<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.
<b>Secure Storage and Data Security</b>	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <p>Please see the attached Information Security Overview</p>
<b>Encryption</b>	Data will be encrypted while in motion and at rest.

<b>CONTRACTOR</b>	
<b>[Signature]</b>	
<b>[Printed Name]</b>	Scott Johnson
<b>[Title]</b>	Director of Information Security
<b>Date:</b>	1/25/2021

## EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

### CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	See attached Information Security Overview
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	See attached Information Security Overview
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	See attached Information Security Overview
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	Vendor compliance program; please refer to the attached Information Security Overview
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	See attached Information Security Overview
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	See attached Information Security Overview
7	Describe your secure destruction practices and how certification will be provided to the EA.	See attached Information Security Overview
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	See attached Information Security Overview
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW. Please refer to our Information Security Overview. The format of our Information Security Overview aligns

to your template.

### EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
<b>IDENTIFY (ID)</b>	<p><b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.</p>	
	<p><b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.</p>	
	<p><b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.</p>	
	<p><b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>	
	<p><b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	
	<p><b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	

<b>PROTECT (PR)</b>	<b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	
	<b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	
	<b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	
	<b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	
	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	
<b>DETECT (DE)</b>	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	
	<b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	
<b>RESPOND (RS)</b>	<b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	

	<p><b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).</p>	
	<p><b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.</p>	
	<p><b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.</p>	
	<p><b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.</p>	
RECOVER (RC)	<p><b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.</p>	
	<p><b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.</p>	
	<p><b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).</p>	

# RENAISSANCE

## Information Security Overview

Welcome educators! As a leading provider of technology products to K–12 schools worldwide, security is a critical aspect of Renaissance’s business. Renaissance is subject to global data privacy & security regulations including FERPA, COPPA, HIPAA, GDPR, PIPEDA, the Australian Privacy Act, and United States state-specific educational privacy laws. We abide by our regulatory obligations and we strive to exceed the security expectations of the educators we serve. Every day, millions of users depend upon our commitment to protect their data. We take this commitment seriously.

This Information Security Overview describes the ways in which we protect and secure your data. If you are interested in learning more about how we handle the privacy of your data (data use, collection, disclosure, deletion) please visit our [Privacy Hub](#) for more information.

## Technical Controls

### Data Storage & Hosting

**Renaissance Growth Platform.** The Renaissance Growth Platform is a hosted service—powered by Amazon Web Services (AWS)—that has redundant server farms in multiple locations. The AWS cloud is dispersed throughout 61 zones worldwide, including 16 zones in the U.S. in California, Ohio, Oregon, and Virginia. AWS provides Renaissance with Infrastructure as a service (IaaS) through servers, networking, storage, and databases.

The Renaissance Growth Platform is a secure, durable technology platform that aligns to an array of industry-recognized standards—including HIPAA and ISO 27001—to ensure the confidentiality, integrity, and availability of the data it is entrusted to protect. Its services and data centers have multiple layers of operational and physical security. For more information about AWS, please visit <https://aws.amazon.com/about-aws/global-infrastructure/>.

**Renaissance Data Center & Legacy Products.** The Renaissance Data Center is our self-hosting data center located in our headquarters in Wisconsin Rapids, WI. The Renaissance hosted data management platform is a closed system. This means that the secure web-based servers, storage, and databases that support the Renaissance hosted platform are dedicated hardware that is used only for that purpose. Each customer’s data is stored in a separate directory and database that operates independently of all other customers’ directories and databases. Each school or district that uses our products has its own unique Renaissance hosted site URL, and each user is assigned unique login credentials, which must be authenticated before the user can access the corresponding Renaissance hosted site.

If you have specific information security questions, please contact:  
[infosecurity@renaissance.com](mailto:infosecurity@renaissance.com)

### Data Location

Your data is stored on servers in the United States.

### Encryption

Customer data hosted within our Renaissance products is encrypted in transit and at rest.

All server-to-client access of the Renaissance hosted platform applications and data requires HTTP over Transport Layer Security (TLS), also known as HTTPS (Port 443). TLS provides privacy, integrity, and protection for data that is transmitted between different nodes on the

Internet, and it prevents data from being eavesdropped or tampered with in transit. We use 256-bit AES encryption with 2048-bit keys to further ensure the Internet traffic between Renaissance and our customers cannot be intercepted.

A copy of the TLS certificate is both saved on the web server it supports and archived in hosted management storage. Both locations are accessible only to Renaissance staff responsible for operation of the hosting environment. Users acquire certificates directly from the certificate provider through a secure portal.

Our optional Renaissance data integration service automatically refreshes the district's Renaissance applications daily with new data from the student information system. It transfers data over a secure FTP connection (Port 22) for automated extracts and uses a Secure Sockets Layer (SSL)/HTTPS (Port 443) connection when data is uploaded or entered through the software.

## Passwords and Role-Based Access

Each school or district has a unique URL to access its Renaissance products. Each user is assigned unique login credentials, which must be authenticated before the user can access the school or district site. Users are assigned to distinct roles, such as student, teacher, or administrator, which limits what information users can access or edit.

## Network Security Features

Vigorous network security procedures protect customers' data from electronic intrusion. These include antivirus software; firewalls; regular patching, updating, and hardening processes; and application security to ensure connectivity protection. Renaissance performs full-system scans on a regular schedule and updates antivirus signatures as they are released. Renaissance tracks an array of metrics, including log files, access logs, system usage, and network bandwidth consumption. We monitor all hosted servers 24 hours a day, 7 days a week, using various methods. Any suspicious activity is promptly investigated and addressed. A protective monitoring regime tracks how our information and communications technology systems are used. We also protect these systems from malicious and mobile code. Network security boundaries, also known as segmentation, are defined and enforced to limit access to customer data.

## Business Continuity & Disaster Recovery

We follow stringent data backup and recovery protocols to protect our customer data. Renaissance uses a combination of both full and incremental backups to assist with recovery scenarios. Backups are encrypted and sent off site to redundant storage. Services are deployed via Docker containers and load balanced across hosts running in multiple availability zones to provide high availability and mitigate the risk of service outage. Renaissance also manages much of its cloud infrastructure as code, which facilitates quick recovery or rollback in case of outage, and better transparency into changes in infrastructure over time.

In the event of complete outage, our recovery objectives are to have full functionality within 24 hours, with no more than 1 hour of user data lost.

## Physical Controls

**Renaissance Growth Platform:** The Renaissance Growth Platform is powered by AWS, a secure, durable technology platform that aligns to an array of industry-recognized standards. Its services and data centers have multiple layers of operational and physical security. For more information about AWS, please visit <https://aws.amazon.com/about-aws/global-infrastructure/>

**Renaissance Data Center & Legacy Products:** The primary location of Renaissance’s key systems—including the primary data center—is within the Wisconsin Rapids, Wisconsin, corporate headquarters. Entry into Renaissance’s corporate headquarters, which houses the primary data center, is controlled via employee magnetic key entry.

Only hosting services department and information system employees who are responsible for the entire corporate infrastructure are allowed unescorted access to the Renaissance data center. Admittance to the data center itself is controlled through a proximity card access system and a motion-based detection system. All visitors to the data center, as well as their internal employee escorts, must sign an access log. We also monitor log files, review access logs, track system usage, and monitoring network bandwidth consumption.

A second environmentally controlled systems room located within Renaissance’s Wisconsin Rapids headquarters houses corporate technology and redundant systems for the corporate data center. This area also is restricted to Renaissance network services employees, and entrance also is monitored by a proximity key.

The environmental conditions within the data center are maintained at a consistent temperature and humidity range, and a third-party security firm monitors conditions within the data center. Should any changes in power or temperature occur, key Renaissance personnel are notified. Electrical power is filtered and controlled by dual uninterruptible power systems. If a power outage occurs, an automatic generator provides uninterrupted power to our servers and heating, ventilation, and air conditioning units. A backup generator sustains longer-term operations. A waterless fire protection system and an early-warning water detection system help to prevent damage to the servers that store our customers’ data.

## Administrative Controls

### Risk Management Approach

Our security processes and controls substantially follow the **National Institute of Standards and Technology’s Federal Information Processing Standards (FIPS) 200 standard** and related **NIST Special Publication 800-53**.

### Governance

**Information Security & Privacy Committee:** Our risk management plan allows our company to remain up to date on information including security best practices, government policy and legislation, threats and vulnerabilities, and new technologies. Our risk management plan is informed by the Information Security & Privacy Committee which is charged with evaluating our Renaissance information security and privacy policies, procedures, and operations along with Renaissance’s products, product development, and product deployment systems to identify potential areas of vulnerability and risk. These evaluations are used to develop policy, practices, and processes aimed at mitigating or removing vulnerability and risk. Evaluations also inform strategic direction for information security and privacy programs.

The Information Security & Privacy Committee reports to the Executive Leadership Team through the General Counsel.

### Incident Response Team

Renaissance maintains an Incident Response Plan. Renaissance’s employees and agents are obligated to protect all customer data and ensure its security. This includes immediately reporting any suspected or known security breaches, theft, unauthorized release, or unauthorized interception of customer data

Our proactive risk management plan allows our company to stay up to date on information including security best practices, government policy and legislation, threats and vulnerabilities, and new technologies. However, should

evidence of intrusion or unauthorized access arise, our Incident Response team will execute the following countermeasures:

1. Sever the connection of the intruder to the compromised system(s), including but not limited to restricting IP addresses, disabling services, and powering off the Renaissance virtual server.
2. Activate the Incident Response Plan.
3. Assess the damage from the intrusion.
4. Assess the intrusion and correcting security vulnerabilities.
5. Report assessment, damage, and remedies to the data owner.

Upon confirmation of a data breach, Renaissance's Data Protection Officer would notify the district's designated contact within the applicable regulatory or contractually agreed upon timelines. This e-mail will include the date and time of the breach, the names of the student(s) whose data was released, disclosed, or acquired (to the extent known); the nature and extent of the breach, and Renaissance's proposed plan to investigate and remediate the breach.

Renaissance will investigate and restore the integrity of its data systems. Within 30 days after discovering a breach, Renaissance will provide the district's designated contact with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to prevent a future occurrence.

We encourage district representatives with any questions or concerns regarding privacy, security, or related issues to contact our Data Protection Officer via e-mail at [privacy@renaissance.com](mailto:privacy@renaissance.com).

## Security Education, Training & Awareness

All Renaissance employees are required to complete 1.5 hours of both Global Privacy and Information Security training on annual basis.

Renaissance conducts a regular anti-phishing awareness program. The Information Security team sends batches of simulated phishing email "tests" to all employees on a monthly basis. The Information Security team reports on these metrics as a Key Performance Indicator.

Renaissance regularly communicates cybersecurity information relevant to the current threat environment to all employees.

## Compliance

**Employees:** All Renaissance employees and contractors must sign a legally enforceable nondisclosure agreement prior to the start of their employment or contract. They are additionally required to read, sign and agree to abide by Renaissance's technology policies. Employees and contractors must clear a background check before starting their employment or contract.

**Vendors:** Renaissance maintains a vendor compliance program. Renaissance has invested in privacy compliance management software whereby vendor data is inventoried, assessed and mapped. Vendors' security and privacy practices are reviewed and evaluated. Renaissance vendors are contractually bound to comply with the security and privacy requirements of both Renaissance and our customers.

# RENAISSANCE

## US Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, Inc. and its subsidiaries (“**Renaissance**,” “**We**,” “**Us**,” “**Our**”) are committed to the privacy and security of Your Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Your Data and keep it private when You are using our Products in the United States.

If You are using Renaissance Products outside of the United States, please find Your applicable Privacy Notice [HERE](#).

### Definitions

Capitalized words have special meaning and are defined below.

“**Educators**,” “**You**,” “**Your**” means the district, school or institution contracting with Renaissance for use of the Renaissance Products. If You are an individual serving California students, additional information regarding Your California Consumer Privacy Act rights can be found [HERE](#).

“**Authorized User(s)**” means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students.

“**Products**” means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

“**Data Protection Legislation**” means the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”) and any other applicable state education privacy laws and regulations specific to Your Data.

“**Your Data**” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both “personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

“**De-identified Data**” is data that has had any personally identifiable information removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

### Information We Collect

We gather the various types of information below:

- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.
- **Device Information:** We log information about You and/or Your Authorized User’s computing device when they use the Products including the device’s unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized User’s computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users’ computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific input information that is stored by each Application can be found [HERE](#).

- **Information Generated from using the Products:** We store information generated by Authorized User's use of the Products. The specific user generated information that is stored by each Application can be found [HERE](#).

## How We Use Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
  - aggregate reporting and analytics purposes
  - general research and the development of new technologies
  - improving educational products
  - developing and improving educational sites, services and products
  - where applicable, to support any of the uses above or any other legitimate business purpose

## How We Share Information

The security and privacy of Your Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Your Data in the following limited circumstances:

- **Vendors:** We may share Your Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Your Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Your Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Your Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.
- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Your Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Protection:** We may disclose Your Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Research:** We may share De-Identified Data with educational institutions; applicable governmental departments or entities working under their authority, to support alignment studies and educational research.
- **Third Parties You Authorize:** We may share Your Data with third parties that You have authorized.

## Security

Your Data is stored on servers in the United States. The security of Your Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Your Data.

## Date Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Your Data from the Products.



**Contractual Customers:** When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Your Data for removal. If You are using our Freckle Product, You have the option to transfer to our Freckle Product Free-Version prior to having Your Data removed. We provide these options to ensure We will be able to restore access to Your Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Your Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

**Freckle Product Free-Version:** If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Your Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Your Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable laws or regulations require Us to keep any of Your Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use De-identified Data or anonymized data across all of Our Products.

## Privacy Rights

Your Data is, and always will remain, Your property and under Your control. We won't delete, change or divulge any of Your Data except as described in this Privacy Notice.

You are responsible for the content of Your Data. You can retrieve an Authorized User's information using the Products' dashboard(s). If You receive a request from a student or a parent/guardian to change or delete any Authorized User data, You can make the changes to the source data within Your systems. The Products refresh data on a regular basis. If We are contacted by students, parents or guardians to request data changes or deletions, We will direct their inquiries to You and abide by Your direction.

## Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

## Your Nevada Privacy Rights

Senate Bill No. 220 (May 29, 2019) amends Chapter 603A of the Nevada Revised Statutes to permit a Nevada consumer to direct an operator of an Internet website or online service to refrain from making any sale of any covered information the operator has collected or will collect about that consumer. You may submit a request pursuant to this directive by emailing Us at [privacy@renaissance.com](mailto:privacy@renaissance.com). We will provide further information about how We verify the authenticity of the request and Your identity. Once again, We are not in the business of selling data. We are required by law to inform our Nevada customers of their important Nevada-specific privacy rights.

## Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

## Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws

or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Your Data without notifying You.

## Contact Us

If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to [privacy@renaissance.com](mailto:privacy@renaissance.com) or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 6625 W 78<sup>th</sup> St, Suite 220, Bloomington, MN 55439.