

*iKeepSafe Product Profile*

VoiceThread LLC.

## Introduction

The iKeepSafe California Privacy Program is available to operators and service providers of websites and online services, data management systems and other technologies that are, in whole or in part, intended for use in and by schools, and which may collect, store, process or otherwise handle student data.

This *iKeepProfile* is intended to assist you in determining whether Proctorio complies with COPPA, FERPA, SOPIPA, California AB 1584, and other California state laws and district policies. It indicates that Proctorio has been assessed for alignment with the iKeepSafe California Privacy Program Guidelines.

The *iKeepProfile* is not legal guidance, nor does it guarantee or otherwise assure compliance with any federal or state laws. If you have questions on how to use the *iKeepProfile* to support your school’s compliance efforts, please contact your school attorney.1

## Product Overview

#### VoiceThread: https://voicethread.com/

VoiceThread is an online communication platform that helps people collaborate and communicate better online by allowing audio-visual conversations about digital media to take place asynchronously.  For over a decade it’s been used by kindergarteners, medical and law school students, and professionals in a broad array of fields, and they continue to use it in an amazingly diverse number of ways. In every case, whether young or old, expert or novice, they’re developing and honing communications and critical thinking skills that are critical to a happy and fulfilled life.

People use the platform via mobile Apps or the VoiceThread Website to upload media (images, videos, presentations, and documents) and then make comments on the media using voice, video, and text comments. No matter which method they use, their work will sync across all the other apps that use the platform. There’s no need to worry about losing your work because it’s all stored in VoiceThread’s cloud infrastructure which has highly redundant backup infrastructure.

## Agreement

### As related to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Section 1232g) and California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), VoiceThread agrees:

* 1. Pupil records obtained by VoiceThread from an LEA or School continue to be the property of and under control of that Educational Representative. VoiceThread does not directly touch any information nor have routine access to the data and recognizes that any information exchanged is the property of the School.
	2. It shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the VoiceThread Terms of Service and Privacy Policy.
	3. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by contacting their School.
	4. It is committed to maintaining the security and confidentiality of pupil records. To that end, VoiceThread has taken the following actions: (a) limiting employee access to student data based on roles and responsibilities; (b) conducting background checks on employees who have access to student data; (c) conducting privacy training that includes FERPA for employees with access to pupil data; (d) protecting personal information with technical, contractual, administrative, and physical security safeguards in order to protect it from unauthorized access, release or use.
	5. It will delete personally identifiable data upon request of the Educational Representative and/or upon expiration of the services agreement.
	6. It agrees to work with the School to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein as described in statement 4 above.
	7. It prohibits use of personally identifiable information in pupil records to engage in targeted advertising.
	8. It will not make material changes to its privacy and security policies, including adding practices around new or additional data collection, or changes that may lessen the previously noted protections without prior notice to the Schools, separate from any notice in a “click wrap” agreement.

### As related to Student Online Personal Information Protection Act (SB 1177 -“SOPIPA”), VoiceThread agrees:

#### Prohibitions:

* 1. VoiceThread does not target advertising via its website or on any other website using information about a K-12 student acquired from a use of the technology.
	2. VoiceThread does not use information, including persistent unique identifiers, created or gathered by the site to amass a profile about a K–12 student except in furtherance of K–12 school purposes.
	3. VoiceThread does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.
	4. VoiceThread does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

#### Obligations:

* 1. VoiceThread is committed to maintaining the security and confidentiality of pupil records as noted herein.
	2. VoiceThread will delete student information when requested by school district.
	3. VoiceThread will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

#### **C. Children’s Online Privacy Protection Act (“COPPA”) (15 U.S.C §§ 6501- 6506 )**

1. VoiceThread contracts directly with schools via purchase of license and, as such, may rely on consent from the school instead of the parents for collection of personal information from students when data collected is for the use and benefit of the school, and not for any other commercial purposes.
2. VoiceThread makes available clearly written policies explaining what data it collects from users, how such data is used, stored and to whom it may be disclosed.
3. VoiceThread makes available a copy of the privacy policy available to the school prior to completion of the sale, download or installation of the product.
4. VoiceThread provides the school a description of the types of personal information collected; an opportunity to review the child’s personal information and/or have the information deleted; and the opportunity to prevent further use or online collection of a child’s personal information.
5. VoiceThread collects limited data from or about children that is reasonably needed to provide users with a feature or activity, or to perform a valid business function that meets the strict definition of support for internal operations.
6. VoiceThread does not/will not condition a child's participation in an activity on the child disclosing more personal information than is reasonably necessary to participate in such activity.
7. VoiceThread maintains reasonable procedures to protect the confidentiality, security, and integrity of personal information collected from children. It takes reasonable steps to release children's personal information only to service providers and third parties who can maintain the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner.
8. VoiceThread will retain personal information collected online from a child only as long as is reasonably necessary to fulfill the purpose for which the information was collected. It must delete such information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion.
9. VoiceThread will conduct annual training related to data privacy and security, including COPPA requirements, for all employees responsible in whole or in part for design, production, development, operations and marketing of their products.  Such training will include all employees who are directly or peripherally involved in collection, use, storage, disclosure or any other handling of data.
10. VoiceThread will not make material changes to its privacy and security policies, including adding practices around new or additional data collection, or changes that may lessen the previously noted protections without prior notice to the school, separate from any notice in a “click wrap” agreement. It will notify schools and obtain the prior verifiable consent for any material changes to its privacy policy that affect the collection or use of personal information from students.

## Security Protocols

The following is a general overview of data security protocols of VoiceThread:

##### Data in Transit

Uploads are by HTPPS or SFTP.

##### Data at Rest

Documents are protected upon receipt by VoiceThread. Only application services that require access to

user data have access to this data. Access to back-end databases is also protected by appropriate

firewalling.

##### Data Storage

Data is stored at Amazon Web Services us-east-1 region.

##### Data Center Security

VoiceThread utilizes data centers operated by Amazon Web Services who have extensive experience in

designing, constructing, and operating large-scale data centers.

##### Personnel

Training: VoiceThread conducts privacy and security training for all employees.

Access: Access to student data is limited to those employees who need access to perform job responsibilities. All employees with access to PII/PHI have undergone background checks.

##### Data Deletion

VoiceThread will delete personally identifiable data upon request of the Educational Representative and/or upon expiration of the services agreement.

## Third Parties

VoiceThread does not sell, trade, lease or loan the personal information they collect or maintain, in the course of providing the service, to any third party for any reason, including direct marketers, advertisers, or data brokers.

VoiceThread contracts with other third party companies to perform business functions or services on their behalf and may share PII with such third parties as required to perform their functions.

VoiceThread utilizes the following third party vendors as indicated below.

* **Amazon Web Services –**for hosting VoiceThread’s servers and data analytics
* **Campaign Monitor –**for notifying users about new features or important announcements
* **Loggly** – for tracking and diagnosing errors
* **SMTP.com** – for sending support-related emails

## Product Data List

|  |  |  |
| --- | --- | --- |
| # | Data Collected for Operation | General Purpose of Data Collection |
| 1 | School Name | Required to support product functionality |
| 2 | Photographs, Video or Audio files | Required to support product functionality |
| 3 | Page Views | Required to support product functionality |
| 4 | Browser Type | Required to support product functionality |
| 5 | Access time | Required to support product functionality |
| 6 | First and Last Name | Required to support product functionality |
| 7 | Student Email Address | Required to support product functionality |

Accuracy Statement

VoiceThread. hereby confirms the accuracy and truthfulness of all information contained in the VoiceThread Product profile, and has authorized iKeepSafe to make the profile available to any interested schools.

Signed and agreed:

(Printed Name)

(Title)

VoiceThread.

VoiceThread has been reviewed and found in alignment with iKeepSafe's COPPA, FERPA and California Privacy Program Guidelines as indicated by this product profile. VoiceThread has been awarded the iKeepSafe COPPA, FERPA and California Privacy Program badges.

(Signature)

Holly Hawkins President & CEO iKeepSafe

 April 18, 2017

# Copyright

© 2016 Internet Keep Safe Coalition (iKeepSafe). All rights reserved. iKeepSafe’s California Privacy Assessment Program™ materials have been developed, copyrighted, and

distributed for incidental, classroom use only. iKeepSafe’s copyright notice and distribution restrictions must be included on all reproductions whether in electronic or hard copy form. These materials are intended to convey general information only and not to provide legal advice or any other type of professional opinion.

# Disclaimer

1 By using the California Privacy Assessment Program or accepting any materials related to the California Assessment Program, you expressly acknowledge and agree that neither Internet Keep Safe Coalition, their affiliates, subsidiaries, or designees nor each of their respective officers, directors, employees or agents (collectively, Associates), can guarantee, certify or ensure that you are in compliance with FERPA, SOPIPA, California AB 1584, or any other state or federal laws. You understand that the California Privacy Program does not constitute legal or any other type of professional advice and the California Privacy Seal is not a legal determination.

You further acknowledge that the California Privacy Assessment Program is not officially recognized by the U.S. Department of Education or any other legislative or regulatory body, and the program does not provide any legal safe harbor. You are encouraged to consult with your attorney. Under no circumstances

shall the Internet Keep Safe Coalition, or their Associates be liable for any direct, indirect, incidental, special or consequential damages that result from you not being in compliance with FERPA, SOPIPA, California AB 1584, or for any claim that you are not in compliance with these and other applicable laws. You acknowledge and represent that it is your sole responsibility to evaluate whether or not you are in compliance with these and other laws.