iKeepSafe Product Profile
Educator Impact

Introduction

The *iKeepSafe* FERPA,COPPA and CSPC (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 *iKeepSafe* Product Profile is intended to assist you in determining whether Educator Impact complies with FERPA, COPPA and CSPC (California). It indicates that Educator Impact has been assessed for alignment with the iKeepSafe FERPA and COPPA Guidelines.

Product Overview

EI Pulse is a platform that helps schools support the wellbeing of their students.

Students can perform four actions
- They can answer "The Big Question" - "How are you feeling today?"
- They can answer "the sentiment questions" - e.g. "How many days this week did you eat breakfast?". These are other questions related to targeted areas of wellbeing
- They can reach out for help from a specific teacher if they feel that they need help with their wellbeing.
- They can send a message of gratitude to a peer of a staff member to say "Thank you" to that person.

Staff can perform three actions
- They can track the individual, identified, answers to "The Big Question" for children in their care
- They can track de-identified answers for the sentiment questions for classes / groups of children in their care
- They can respond to and manage requests for help

Agreement

As related to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Section 1232g) , Educator Impact agrees:

1. Student records obtained by Educator Impact from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to Educator Impact

2. Educator Impact users may retain possession and control of their own generated content.

3. Educator Impact will not use any information in a student record for any purpose other than those required or specifically permitted by the Educator Impact Terms and Conditions and Privacy Policy.

4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Educator Impact users may access, correct, update, or delete personal information in their profile by signing into Educator Impact, accessing their Educator Impact account, and making the appropriate changes.

5. Educator Impact is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions:
    a. we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities;
    b. we conduct background checks on our employees that may have access to student data;
    c. we conduct regular employee privacy and data security training and education; and
    d. we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.

6. In the event of an unauthorized disclosure of a student's records, Educator Impact will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.

7. Educator Impact will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.

8.   Educator Impact agrees to work with educational institutions 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 student records and to correct any inaccuracies therein as described above.

9.   Educator Impact prohibits using personally identifiable information in student records to engage in targeted advertising.

10. Educator Impact will not make material changes to our Terms of Use or Privacy Policy, including making significant changes impacting the collection, use, disclosure or retention of data collected without prior notice to the educational user.

B. Children's Online Privacy Protection Act ("COPPA") (15 U.S.C §§ 6501- 6506)

1.   Educator Impact contracts directly with schools 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.   Educator Impact 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.   Educator Impact makes a copy of the privacy policy available to the school prior to completion of the sale, download or installation of the product.

4.   Educator Impact 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.   Educator Impact 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.   Educator Impact 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. Educator Impact 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.   Educator Impact 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.   Educator Impact 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.   Educator Impact 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.

C. . As related to Student Online Personal Information Protection Act (SB 1177 -"SOPIPA"), Educator Impact agrees:

Prohibitions:

1. Educator Impact 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. Educator Impact 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. Educator Impact does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.

4. Educator Impact does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

Obligations:

5. Educator Impact is committed to maintaining the security and confidentiality of pupil records as noted herein.

6. Educator Impact will delete student information when requested by the school district.

7. Educator Impact will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

Data Access and Review Process

A data access request asks Educator Impact to provide, correct or delete personal information. All data access requests are lodged via an email to support@educatorimpact.com. Depending on the nature of the request they may require the requestor to provide information to verify their identity, and/or be an authorised agent of their school.

Any party wishing for Educator Impact to provide or correct their personal information can make a

request either via their school or directly to Educator Impact and they will provide or correct the information as instructed.

Educator Impact collects data on behalf of schools. Any party wishing for Educator Impact to provide, correct or delete their personal information can make a request via their school, and they will fulfill the data request in a timely manner.

Security Protocols

Educator Impact has a comprehensive Security Program in place designed to protect the confidentiality, integrity and availability of systems, networks and data. The following is a general overview of data security protocols:

Data in Transit

Educator Impact uses secure socket layer technology (SSL) when a user enters any information anywhere on the Service as a default and this technology enables the encryption of that information during server transmission.

Data at Rest

Educator Impact's database is encrypted **at rest**, where they store a user's personal information, which converts all personal information stored in the database to an unintelligible form.

Data Center Security

Educator Impact uses AWS Data Centers and these centers conform to the following:

AWS is a secure, durable technology platform with industry-recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2 audit reports. Their services and data centers have multiple layers of operational and physical security to ensure the integrity and safety of your data.

Please see more information below in the available link:

Amazon Web Services (AWS)   https://aws.amazon.com/security/

Personnel

Background Checks: All employees with access to student data have undergone criminal background checks.

Training: Employees of Educator Impact will receive annual privacy and security training that includes

FERPA and COPPA.

Access: Access to student data is role-based; limited to those employees who need access to perform job responsibilities.

Access to Audit

Once per year, Educator Impact will provide schools with:

X   audit rights to the school's data

X   access to the results of Educator Impact's or its third-party security audit

Data Breach

In the event of an unauthorized disclosure of a student's records, Educator Impact will promptly notify users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify:

    a. the date and nature of the unauthorized use or disclosure;
    b. the Private Data used or disclosed;
    c. general description of what occurred, including who made the unauthorized use or received the unauthorized disclosure;
    d. what Educator Impact has done or shall do to mitigate any effect of the unauthorized use or disclosure;
    e. advice to the impacted user on how they can best protect themselves.
    f. what corrective action Educator Impact has taken or shall take to prevent future similar unauthorized use or disclosure; and
    g. who at Educator Impact the user can contact. Educator Impact will keep the user fully informed until the incident is resolved.

Educator Impact will notify impacted user (s) within a reasonable period of time following the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, and any acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by Educator Impact.

Data Deletion

Educator Impact stores your personal information for as long as it is necessary to provide products and Services to you and others. Personal information associated with the user account will be kept until the account is deleted or until we no longer need the data to provide products and services.

Educator Impact may have to retain some information after your account is closed, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. At Educator Impact, a user may delete their account at any time by contacting their school directly or by contacting Educator Impact at support@educatorimpact.com

Research

Educator Impact may use data which has been de-identified and/or aggregated for product development, research, analytics and other purposes, including for the purpose of analyzing, improving, or marketing the Services. On certain occasions, Educator Impact may share this data with business partners to improve their services or offerings. If they disclose information to authorized business partners to conduct research on online education or assist in understanding the usage, viewing, and demographic patterns for certain programs, content, services, promotions, and/or functionality on our Service, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific individual.

Third Parties

Educator Impact 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.

Educator Impact 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. Educator Impact has agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service and to ensure they maintain the confidentiality and security of the information. The agreements align with Educator Impact' data privacy and security policies and expectations.

Educator Impact utilizes the following third-party vendors:

Provider	What do they do for us?	What do we give them?
Amazon Web Services (AWS)	AWS hosts all of our databases, web servers, login services, emails sent from our application, and more. It's where "EI lives" on the internet.	All information we collect from you or your school is stored and processed on AWS, in Australia. This includes well being check in data.
GSuite (Google)	We use GSuite (Google Drive, Google Docs, etc) to store information that is given to us by your institution so that we can get the school started with EI and keep it running.	Names, Email addresses and Class lists for all participants.
GMail	We use GMail for email communication by our team.	If a school provides us personal information via email, it is processed by Gmail. This information includes names, Email addresses, class lists and details of issues for which a user has asked for assistance.
Google Analytics	To capture usage data that we then use to improve our user interface. (Note, we do not track users once they leave the EI applications).	This information includes IP addresses, browser information, pages visited and actions performed within the application.
Firebase (Google)	We use Firebase to send notification to users of our Apps (iOS, Android)	Firebase receives a device ID (which they already have) and the contents of the notification. We do not send personal information in any of our notifications.
Apple	Firebase will use Apple's notification service to send notifications to iOS devices.	As above.
Slack	We use Slack for communication in our team, especially finding and fixing issues that are raised by users. Slack is also used to notify us if email addresses are invalid valid (e.g.spelled incorrectly, a student has left the school).	A user ID, an email address or name may be shared during trouble-shooting or bug-finding.
Microsoft Teams	We use Microsoft Teams for communication in our team, especially finding and fixing issues that are raised by users.	A user ID, an email address or name may be shared during trouble-shooting or bug-finding.
Pivotal Tracker	When a problem is too complicated for fixing immediately, we move from Slack to Pivotal Tracker to manage an issue to its resolution.	As above.
Salesforce Service Cloud	When a user contacts our customer success team, for support or onboarding, we keep track of the activities required to resolve the issue in Salesforce Service Cloud's ticketing system.	Whatever the user has provided us to resolve the issue, but typically: a user name, email address and the nature of the problem.
PandaDoc	We use PandaDoc as part of our onboarding and renewal processes.	It holds their name and email for sending the document and reminders. We store their e-signature for the purpose of the renewal. We store their delivery plans and key milestones.
Zoom.	We use Zoom to stay in contact with our schools, including making or receiving support calls	We store names, phone numbers, and email addresses.

Product Data List

Data Collection by Educator Impact include the following:

	DATA Collected for Operation	General Purpose of Data Collected
1	STUDENT FIRST AND LAST NAME	Required to support Product Functionality
3	STUDENT EMAIL ADDRESS	Required to support Product Functionality
5	SCHOOL NAME	Required to support Product Functionality
6	Browser Type	Statistics/Customer Service
7	Access Time	Statistics/Customer Service
8	Time spent on Site	Statistics/Customer Service
9	Page Views	Statistics/Customer Service
10	Wellbeing Data - "How are you feeling?"	To assist the school track the ongoing wellbeing of individual students
11	Wellbeing Data - answers to sentiment/experience questions	To assist the school to understand the drivers of wellbeing at the school
12	"Reaching" out data	To allow students to reach out for assistance from a staff member. To allow management at the school to monitor those requests being completed.
13	Expressions of gratitude	The expression of gratitude comes via email between students and staff directly. Schools may have access to the student emails.
14	Year / Group level information	Required to support Product Functionality

Accuracy Statement

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

Signed and agreed:

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 (Signature)

Dr Joe Thurbon
Chief Technology Officer
0413 609 094
joe.thurbon@educatorimpact.com
www.educatorimpact.com

01/20/2021

The Educator Impact service has been reviewed and found in alignment with iKeepSafe's FERPA and COPPA Privacy Program Guidelines as indicated by this product profile. Educator Impact has been awarded the iKeepSafe FERPA and COPPA Certification.

DocuSigned by:

Amber Lindsay

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(Signature)

Amber Lindsay
President & CEO
iKeepSafe

01/20/2021

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