



iKeepSafe Product Profile FERPA and COPPA Certification Rapid Assessment of Handwriting

Introduction

The iKeepSafe 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 the Rapid Assessment of Handwriting (RAH) complies with FERPA and COPPA. It indicates that Rapid Assessment of Handwriting (RAH) has been assessed for alignment with the iKeepSafe FERPA and COPPA Guidelines.

Product Overview

Rapid Assessment of Handwriting (RAH)

<https://www.handwritingcounts.com/>

The Rapid Assessment of Handwriting (RAH) is a handwriting proficiency screening tool. A user goes to the website and has to login to the system using a unique username and associated password. The system uses the embedded features to take a photo of a handwriting sample and send the image to a series of ML algorithms which analyze the sample and return an analysis to the user via the same website. The website is written in HTML, CSS and JavaScript and the ML algorithms are stored in Google Cloud. Google OCR (optical character recognition) is used for some of the analysis. With regards to the handwriting sample, no student information is present. The user has the ability to enter the student name or ID number in the website which can be linked to the photo for school reporting. All data entered into the website is sent to Google Cloud and nothing is saved on the device or web hosting server.

Agreement

As related to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Section 1232g), Rapid Assessment of Handwriting (RAH) agrees:

1. Student records obtained by Rapid Assessment of Handwriting (RAH) 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 Rapid Assessment of Handwriting (RAH).
2. Rapid Assessment of Handwriting (RAH) users may retain possession and control of their own generated content.
3. Rapid Assessment of Handwriting (RAH) will not use any information in a student record for any purpose other than those required or specifically permitted by the Rapid Assessment of Handwriting (RAH) 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, Rapid Assessment of Handwriting (RAH) users may access, correct, update, or delete personal information in their profile by signing into Rapid Assessment of Handwriting (RAH), accessing their Rapid Assessment of Handwriting (RAH) account, and making the appropriate changes.
5. Rapid Assessment of Handwriting (RAH) 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, Rapid Assessment of Handwriting (RAH) will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.
7. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) prohibits using personally identifiable information in student records to engage in targeted advertising.
10. Rapid Assessment of Handwriting (RAH) 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.

As related to the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C §§ 6501- 6506), Rapid Assessment of Handwriting (RAH) agrees:

1. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) will conduct annual training related to data privacy and security, including FERPA and 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. Rapid Assessment of Handwriting (RAH) 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.

Data Review Process

Parents are encouraged to work directly with teachers and school to make any changes in your data. If however, you need to get in touch with us, you can write to admin@otappdesign.com and we will work with the school and do our best to make the required changes.

General inquiries related to privacy may be directed to:

OT App Design, LLC
55 Union Pl, #151,
Summit, NJ 07901
admin@otappdesign.com

Security Protocols

Rapid Assessment of Handwriting (RAH) 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:

HTTPS encrypted

Data at Rest:

Encryption methodology is inherent in their data storage systems. And, is replicated in encrypted form for backup and disaster recovery.

Data Center Security:

Google Cloud

Data Protection at Google Cloud:

Independent third-pay certifications and attestations:

Our customers and regulators expect independent verification of security, privacy, and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Some of the key international standards we are audited against are: ● ISO/IEC 27001 (Information Security Management) ● ISO/IEC 27017 (Cloud Security) ● ISO/IEC 27018 (Cloud Privacy) ● ISO/IEC 27701 (Privacy) ● SOC 2 and SOC 3 reports

<https://storage.googleapis.com/gfw-touched-accounts-pdfs/google-cloud-security-and-compliance-white-paper.pdf>

Personnel:

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

Training: Employees of Rapid Assessment of Handwriting (RAH) 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.

Employees are given access to the minimum services that are required for their job function.

Access to Audit

Once per year, Rapid Assessment of Handwriting (RAH) will provide schools with:

- audit rights to the school's data
- access to the results of Rapid Assessment of Handwriting (RAH) or its third-party security audit

Data Breach

In the event of an unauthorized disclosure of a student's records, Rapid Assessment of Handwriting (RAH) 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 Rapid Assessment of Handwriting (RAH) 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 Rapid Assessment of Handwriting (RAH) has taken or shall take to prevent future similar unauthorized use or disclosure; and
- g. who at Rapid Assessment of Handwriting (RAH) the user can contact. Rapid Assessment of Handwriting (RAH) will keep the user fully informed until the incident is resolved.

Rapid Assessment of Handwriting (RAH) will notify impacted user (s) within 72 hours upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information.

Data Deletion

Rapid Assessment of Handwriting (RAH) 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.

Rapid Assessment of Handwriting (RAH) 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 Rapid Assessment of Handwriting (RAH), a user may review or request deletion of their account at any time by contacting their school directly.

Research

Rapid Assessment of Handwriting (RAH) 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, Rapid Assessment of Handwriting (RAH) may share this data with business partners to improve services or offerings. If they disclose information to authorized business partners to conduct research or assist in understanding the usage, viewing, and demographic patterns for certain programs, content, services,,and/or functionality on our service, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific individual.

Third Parties

Rapid Assessment of Handwriting (RAH) 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.

Rapid Assessment of Handwriting (RAH) 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. Rapid Assessment of Handwriting (RAH) 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 Rapid Assessment of Handwriting (RAH)' data privacy and security policies and expectations.

Rapid Assessment of Handwriting (RAH) utilizes the following third-party vendors:

Technical Service Providers

Name of Service Provider	Purpose	What Data could be shared
Google Cloud Vision API	OCR	Image of Handwriting
Google Cloud	Store images	Image of Handwriting

Product Data List

Data element	Purpose of Data Collected
Student First and Last Name	Product Functionality
Grade Level	Product Functionality
Hand Writing Sample	Product Functionality
Browser Type	Product Functionality
Access Time	Statistics
Time spent on Site	Statistics
Page Views	Statistics
Referring URL's	Statistics

Accuracy Statement

Rapid Assessment of Handwriting (RAH) hereby confirms the accuracy and truthfulness of all information contained in the Rapid Assessment of Handwriting (RAH) profile and has authorized iKeepSafe to make the profile available to any interested schools.

Signed and agreed:



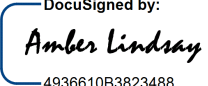
(Signature)

Renee Cassuto

OT App Design, LLC
55 Union Pl, #151,
Summit, NJ 07901

01/02/2024

The Rapid Assessment of Handwriting (RAH) service has been reviewed and found in alignment with iKeepSafe's FERPA and COPPA Privacy Program Guidelines as indicated by this product profile. Rapid Assessment of Handwriting (RAH) has been awarded the iKeepSafe FERPA and COPPA.

DocuSigned by:

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(Signature)

Amber Lindsay
President & CEO
iKeepSafe

01/02/2024

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