

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 or not Learning Genie complies with FERPA, SOPIPA, California AB 1584, and other California state laws and district policies. It indicates that Learning Genie has been assessed for and found in alignment with the iKeepSafe California Privacy Program Guidelines. Learning Genie has therefore been awarded the iKeepSafe California Program badge.

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

Learning Genie: <http://www.learning-genie.com/>

Learning Genie

Learning Genie is a cross-platform, app enabling early childhood educators to easily create portfolios and perform authentic assessments with fully customizable early learning framework and assessment tools such as DRDP2015. Learning Genie provides rating tools for development observation, documentation, and assessment timing. Learning Genie also provides an analytical dashboard to support teachers in identifying needs of the children and allows administrators to set and track school readiness goals.

In addition, Learning Genie's interactive daily reporting feature enables teacher to share learning content such as activity pictures, videos, e-books, songs, and interactive learning media as well as parenting tips with parents. Parents can receive instant updates on their child's day. It enables a better bonding between parents and children through interactive learning together.

Learning Genie is serving more than 2000+ child development centers/preschools, including school districts, Head Start agencies, private learning centers, and family childcare providers.

Compliance

As a participant in the iKeepSafe California Privacy Program, Learning Genie agrees:

A. Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Section 1232g)

1. **It will act as a School Official as defined by FERPA.** As such, it is under the direct control of the applicable school or educational agency with regard to use and maintenance of education records.
2. **Education records continue to be the property of and under the control of the school district;** and Learning Genie is willing to stipulate as such in a contract or terms of use with the school district or educational agency.
3. **It does not operate a platform by which students can create content** and, as such, the requirement of students retaining possession and control of such content does not apply.
4. **It will use education records only for the purposes authorized by the school or educational agency,** and will not disclose personally identifiable information from education records to other parties unless it has received specific authorization from the school to do so and it is otherwise permitted by FERPA.
5. **It will not use personally identifiable information in student records to engage in targeted advertising.**
6. **It will provide a means by which a parent, legal guardian, or eligible pupil may review personally identifiable information** in the student’s records and correct erroneous information.
7. **It will take actions to help ensure the security and confidentiality of education records,** including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of education records.
8. **It will conduct annual training related to data privacy and security,** including FERPA requirements, for all employees responsible for any aspect of student data management.
9. **It has a data breach procedure in place.** If it knows of a systems security breach that results in an unauthorized disclosure of student personal information, it will comply with relevant state and other data breach laws and will notify the school or agency.
10. **It is willing to include contract provisions or other terms of use detailing rights related to transfer of students’ personally identifiable information from education records to the school** or its designated third party upon request by the school or upon expiration or termination of the agreement, and subsequent deletion of students’ personally identifiable information held by Learning Genie, Inc. and third parties operating in connection with Learning Genie.

11. **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 school or educational agency**, separate from any notice in a “click wrap” agreement.

B. California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1)

1. **Pupil records obtained by Learning Genie, Inc. from LEA continue to be the property of and under the control of the LEA.**
2. **Learning Genie does not provide a platform by which pupils can create content**; therefore, Learning Genie does not provide a means by which pupils may retain possession and control of such content.
3. **Learning Genie will not use any information in pupil records for any purpose other than those required or specifically permitted by the contract for Learning Genie’s services.**
4. **Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information** by contacting the school or educational agency. Learning Genie’s system enables any authorized user to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in pupil records, and to correct erroneous information, in accordance with procedures established by the school or educational agency.
5. **Learning Genie is committed to maintaining the security and confidentiality of pupil records.** To that end, Learning Genie 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 and SOPIPA 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.
6. **In the event of an unauthorized disclosure of a pupil’s records, Learning Genie will promptly notify the school or educational agency.** The notification will include: date of the breach, the types of information that were subject to the breach; general description of what occurred; steps Learning Genie is taking to address the breach; the contact person at the vendor who the data holder can contact. Learning Genie will keep the client fully informed until the incident is resolved.
7. **Learning Genie will delete personally identifiable data upon request of the LEA and/or upon expiration of the services agreement.** Upon the termination of a service contract, Learning Genie will isolate and permanently delete pupil records belonging to the school district or educational agency unless the school, educational agency, or applicable regulations require the retention of such data, in which case the records shall be deleted upon the expiration of the retention period. Prior to deleting any pupil records, Learning Genie will ensure the school district or educational agency has downloaded backups of the data.
8. **Learning Genie agrees to work with LEA 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.
9. **Learning Genie prohibits using personally identifiable information in pupil records to engage in targeted advertising.**

C. SB 1177 - Student Online Personal Information Protection Act (“SOPIPA”)

1. Learning Genie does not target advertising on their website or any other website using information acquired from students.
2. Learning Genie does not use information, including persistent unique identifiers, created or gathered by Learning Genie’s site, service, or application, to amass a profile about a K–12 students except in furtherance of K–12 school purposes.
3. Learning Genie does not and will not sell, trade or rent any pupil data to any third party for any purpose whatsoever.
4. Learning Genie does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.
5. Learning Genie is committed to maintaining the security and confidentiality of pupil records as noted herein.
6. Learning Genie will delete district-controlled student information when requested by school district or educational agency.
7. Learning Genie will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

Data Review Process

Learning Genie understands that it must respond in a timely manner to school requests to inspect, review, amend or correct personally identifiable information held in education records in cases where such access and change requires Learning Genie's direct involvement and is not otherwise provided for by product functionality available directly to the school.

The Learning Genie system provides for direct access:

The Learning Genie system enables any authorized user to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in pupil records, and to correct erroneous information, in accordance with procedures established by the school or educational agency.

Parents, legal guardians, or eligible pupils who wish to review personally identifiable information in the student's records and correct erroneous information must contact the school or educational agency.

Learning Genie has posted within their privacy policy appropriate contact information for comments and questions:

Data Security and Compliance Director

2385 Camino Vida Roble, Suite 107

Carlsbad CA 92011

760-576-4822

help@learning-genie.com

Security Protocols

Learning Genie, Inc. maintains a comprehensive set of security practices that are reasonably designed in accordance with commercial best practices to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards.

The following is a general overview of Learning Genie’s data security protocols:

Data in Transit

All data is transferred from the user to the application (and back) using a secure Camellia 256-bit Secure Sockets Layer (SSL) connection.

Data at Rest

Data is encrypted using 256 bit Advanced Encryption Standard (AES).

Data Storage

Data is stored in Learning Genie’s secure Amazon Web Services (AWS) environment. Database backups are also stored in AWS. Learning Genie performs daily backup on their database on AWS.

Learning Genie has configured built-in firewall rules to control access to their Amazon virtual instances.

Data Center Security

Learning Genie utilizes data centers operated by Amazon Web Services (AWS) who have extensive experience in designing, constructing, and operating large-scale data centers. AWS data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. AWS only provides data center access and information to employees and contractors who have a legitimate business need.

Personnel

Training

Learning Genie conducts privacy and security training for all new hires. In addition, they provide annual training on how to handle confidential information from users when it is required to perform functions such as customer support and testing and development. They also educate their employees with the study of new data security manuals, and updates on the new security requirements such as AB1584 and SB1177.

Access

Access to student data is role-based; limited to those employees who need access to perform job responsibilities such as customer support. All employees with access to student data have undergone background checks.

Policy

Learning Genie has created and maintains a Security Policy Manual that provides additional detail on Data Management & Policies, Learning Genie Employee Data Access Policy, and compliance documents.

Access to Audit

Once per year, Learning Genie will provide schools with:

X audit rights to the school's data

X access to the results of Learning Genie, Inc.'s or its third-party security audit

Product Data List

Data Collected for Operation:

General Purpose of Data Collection

| | | |
|----|-------------------------------|---|
| 1 | Student First and Last Name | Required to support product functionality |
| 2 | Student ID | Required to support product functionality |
| 3 | Student Age/DOB | Required to support product functionality |
| 4 | Student Gender | Required to support product functionality |
| 5 | Student Ethnicity | Required to support product functionality |
| 6 | Parent(s) First and Last Name | Required to support product functionality |
| 7 | Parent Email Address | Required to support product functionality |
| 8 | Parent Password | Required to support product functionality |
| 9 | School Name | Required to support product functionality |
| 10 | BROWSER TYPE | Business Intelligence |
| 11 | MACHINE MODEL | Business Intelligence |
| 12 | ACCESS TIME | Business Intelligence |
| 13 | TIME SPENT ON SITE | Business Intelligence |
| 14 | PAGE VIEWS | Business Intelligence |

Note: As a service that provides a platform for student assessments and sharing of the student's daily activities with parents, Learning Genie gathers and retains a broad collection of information including pictures and videos of children that have been uploaded by authorized users of the school or educational institution.

Third Parties

Learning Genie 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.

Learning Genie 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. Learning Genie 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.

Learning Genie utilizes the following third party vendors as indicated in the chart below.

| | | |
|---------------------|---|---|
| Amazon Web Services | https://aws.amazon.com | To build and maintain Learning Genie's cloud services, hosting web services, cloud database and storage. |
| Fabric: | https://fabric.io/terms | To collect crash reports for Learning Genie apps; to collect daily average users and monthly average users (anonymously). |
| Google Analytics | https://www.google.com/analytics/terms/us.html | To track user rotation information anonymously. |
| Stripe | https://stripe.com/us/privacy/ | Payment management |
| Zendesk | https://www.zendesk.com/company/privacy/ | Customer support |

iKeepSafe technical assessment indicated appropriate use of 3rd parties for product functionality and analytics.

Accuracy Statement

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

Signed and agreed:



(Signature)

Gene Shi, CEO
Learning Genie, Inc.

07/05/16

Learning Genie, Inc. has been reviewed and found in alignment with the iKeepSafe California Privacy Program Guidelines as indicated by this product profile. Learning Genie, Inc. has been awarded the iKeepSafe California Privacy Program badge.



(Signature)

Marsali Hancock, President & CEO
iKeepSafe

07/05/16

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