

## Introduction

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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 DecisionInsite complies with FERPA, SOPIPA, California AB 1584, and other California state laws and district policies. It indicates that DecisionInsite 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.<sup>1</sup>

## Product Overview

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DecisionInsite LLC - <http://www.DecisionInsite.com>

DecisionInsite offers enrollment and transportation analytics solutions via a cloud-based technology platform – the **StudentView System**. Designed specifically for school district leaders, the StudentView System bridges the gap between data and decision-able information. StudentView is an easy-to-use, cloud-based mapping interface built on Google™ maps.

**EnrollmentAnalytics** solutions help districts plan for and adapt to changing enrollment patterns. It can help open and close school sites, change boundaries and grade configurations, plan for staffing needs, prepare budgets, and maximize facility utilization.

**TransitOptimizers** help districts maximize their effectiveness in the area of student transportation. TransitOptimizers helps districts save on student transportation costs, reduce student transit and wait time, transport special needs students more efficiently, ease the workload associated with student activity trips, and help parents locate the closest bus stop.

# Compliance

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As a participant in the iKeepSafe California Privacy Program, DecisionInsite LLC 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 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 DecisionInsite is willing to stipulate as such in a contract or terms of use with the school district.
3. **It will use education records only for the purposes authorized by the school,** 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.
4. **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.
5. **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.
6. **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.
7. **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 DecisionInsite and third parties operating in connection with DecisionInsite.
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 school,** 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 DecisionInsite from LEA continue to be the property of and under the control of the LEA.**
2. **DecisionInsite does not collect or store any pupil generated content.**
3. **DecisionInsite shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the DecisionInsite Services Agreement.**
4. **Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by submitting a request in writing to an administrator designated by the District.** This request should be then submitted to DecisionInsite. Upon receipt of this request, DecisionInsite will take the appropriate action and respond via District personnel.
5. **DecisionInsite is committed to maintaining the security and confidentiality of pupil records.** To that end, DecisionInsite has taken the following actions: (a) limiting employee access to pupil data based on roles and responsibilities; (b) conducting background checks on employees who have access to pupil data; (c) requiring that a new employee or contractor sign a Confidentiality/Non-Disclosure Statement as a condition of employment or engagement; (d) training employees and contractors in security and privacy at upon initial hire and on an annual basis; and (e) protecting personal information with physical, electronic and procedural safeguards that are appropriate to the sensitivity of the information, in order to protect it from unauthorized access, release or use.
6. **In the event of an unauthorized disclosure of a pupil's records, DecisionInsite will notify the client District, in writing within 24 hours.** Notification will include the following elements:
  - a. date of the breach;
  - b. the types of information that were subject to the breach;
  - c. general description of what occurred;
  - d. steps the Vendor is taking to address the breach;
  - e. the contact person at the vendor who the data holder can contact.
7. **DecisionInsite will delete personally identifiable data upon request of the LEA and/or upon expiration of the services agreement.** DecisionInsite will securely store the aggregated data (data not associated with a person) for a period of 5 years after the expiration of the agreement. After 5 years DecisionInsite will delete all client data in a manner consistent with industry best practices.

8. **DecisionInsite agrees to work with LEA to ensure compliance with FERPA** and the Parties will ensure compliance through by **providing parents, legal guardians, or eligible pupils with the ability to inspect and review pupil records and to correct any inaccuracies** therein as described in statement 4 above.
  
9. **DecisionInsite prohibits use using personally identifiable information in pupil records to engage in targeted advertising.**

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

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

## Security Protocols

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The following is a general overview of DecisionInsite's data security protocols:

### Data in Transit

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

### Data at Rest

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

### Data Storage

Data is stored in DecisionInsite's secure Amazon Web Services (AWS) environment. Database backups are stored on AWS S3 and AWS Glacier.

### Data Isolation

DecisionInsite employs district-level data isolation. District-level data sets are physically stored in a single database schema.

### Data Center Security

DecisionInsite 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

DecisionInSite provides privacy and security training upon initial employment and upon employing outside contractors. This includes a requirement that a new employee or contractor sign a Confidentiality/Non-Disclosure Statement as a condition of employment or engagement.

In addition DecisionInsite conducts annual training/review of FERPA, SOPIPA as well as their company privacy and security policies.

#### Access

District data is used for purposes of making projections as directed by the client. Access to district data is limited to technical staff and production analysts. All employees with access to district data have undergone background checks.

## Access to Audit

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Once per year, DecisionInsite LLC will provide schools with:

audit rights to the school's data

access to the results of DecisionInsite's or its third-party security audit

## Product Data List

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Data Required for Operation:

General Purpose of Data Collection

	Data Required for Operation:	General Purpose of Data Collection
1	Student First and Last Name	Required to support product functionality
2	Student Physical Address	Required to support product functionality
3	Age	Required to support product functionality
4	Date of Birth	Required to support product functionality
5	Student Ethnicity	Required to support product functionality
6	Grade Level	Required to support product functionality
7	Student Gender	Required to support product functionality
8	School Name	Required to support product functionality
9	School Address	Required to support product functionality

Note: All data collected from School District.

## Third Parties

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DecisionInsite utilizes the following third party vendors as indicated in the chart below. Apart from the AWS hosting service, no personally identifiable data is passed to third party vendors.

1	Amazon Web Services (AWS)	Hosting for all servers
2	SmartyStreets Address Validation	Service to verify and standardize addresses
3	Google Maps API for Business	
	<ul style="list-style-type: none"> <li>Google Maps JavaScript API</li> </ul>	Display of geospatial information
	<ul style="list-style-type: none"> <li>Google Maps Geocoding API</li> </ul>	Geolocation of validated addresses

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

## Accuracy Statement

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DecisionInsite LLC 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:



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(Signature)

Michael Regele  
(Printed Name)

President & CEO  
(Title)

DecisionInsite, LLC  
(Member Company and Applicable Product)

04/26/16  
(Date)

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



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(Signature)

Marsali Hancock  
President & CEO  
iKeepSafe

04/26/16  
(Date)

## Copyright

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## Disclaimer

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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.