

Education Law §2-d Compliance Statement

This Education Law §2-d Compliance Statement (“Compliance Statement”), effective immediately, is provided by Savvas Learning Company LLC (“Company”), formerly Pearson K12 Learning LLC, with offices at 15 E. Midland Avenue, Suite 502, Paramus, NJ 07652-2938, to all New York educational institutions (individually, each a “District”).

1. Definitions.

- a. “Agreement” means the agreements under which Company licenses or provides the Products and Services, including any applicable End User License Agreement, Terms of Use and Privacy Policy applicable to the Products and Services, and any other agreement executed by the parties relating to the Products and Services.
- b. “Parents Bill of Rights” means the Parents Bill of Rights adopted by the District pursuant to New York Education Law §2-d.
- c. “Student Data” and “Teacher or Principal Data” have the meanings set forth in Education Law §2-d.

2. Compliance with Law and the Parents Bill of Rights.

In collecting and processing Student Data, Company agrees to comply with all applicable provisions of: (a) the Family Educational Rights and Privacy Act, 20 USC 1232g, and its regulations, 34 CFR Part 99 (“FERPA”); (b) New York Education Law §2-d; and (c) the Parents Bill of Rights. Company agrees to comply with the non-disclosure requirements and restrictions on re-disclosure of Student Data set forth in FERPA and to use and restrict access to Student Data only for educational purposes subject to the limitations and restrictions applicable to school officials under FERPA, New York Education Law §2-d, the Parents Bill of Rights and the Agreement.

3. Supplement to the Parents Bill of Rights.

Company agrees to the following terms to supplement the Parents Bill of Rights:

- a. Company will use Student Data solely for the educational purposes of providing the Products and Services to the District and in accordance with the provisions of the Agreement. Company will neither sell the Student Data nor use the Student Data for marketing or other commercial purposes. As set forth in Company’s Privacy Policy, located as of the date of this Compliance Statement at <https://www.SavvasRealize.com/privacy/corporate/privacy/learning-services-privacy-policy.html>, Company may use data on an aggregated, de-identified basis (i.e., exclusive of any personally identifiable information) for product improvement, research, and related purposes.
- b. Company may disclose Student Data to Company affiliates and subcontractors who are provided access to enable Company to perform its obligations under the Agreement, provided such affiliates and subcontractors are bound to protect the Student Data in a manner consistent with the requirements of the Agreement and this Compliance Statement.
- c. The Agreement will expire on the last date of the District’s paid-up subscription for online access to the Products and Services, unless it is renewed by mutual agreement of Company and the District. In the event that the Agreement is terminated, Company will, upon the written request of the District, delete Student Data as soon as reasonably practicable, provided, however, that: (i) the District provides sufficient detail in the request in order for Company to confirm the validity of the request and to fulfill it; and (ii) Company will not delete any information required to be maintained by law or court order. Upon request, Company will provide the District with confirmation of the deletion of the Student Data. Until such time as the Student Data is deleted, Company will keep the Student Data confidential and protect the Student Data from unauthorized use or access employing the security measures described in the Agreement and this Compliance Statement. In the absence of specific instructions from the District after termination, Company may delete Student Data in accordance with Company’s standard business practices.

- d. Parent and student questions about the accuracy of Student Data should be directed to the District. To the extent that the District is unable to make any appropriate corrections using the functionality of the Products or Services, Company will provide reasonable assistance to the District in accordance with the Agreement.
 - e. Company will store the Student Data on servers in a secured facility in the United States. Company will maintain a comprehensive information security program and will use reasonable and appropriate administrative, procedural and technical measures, consistent with industry standards, to protect the security, confidentiality and integrity of the Student Data.
4. **Security.** Company abides by a comprehensive data governance model that incorporates rules, policies, standards and procedures based on ISO 27001 and NIST 8.0 security and privacy frameworks. Company stores, processes and protects Student Data in accordance with industry standards and applicable law. Company's comprehensive information security program protects Student Data from unauthorized access, use and disclosure using reasonable and appropriate physical, administrative and technical safeguards. Company performs periodic risk assessments of its information security program and prioritize remediation of identified security vulnerabilities. At all times, Company shall maintain appropriate physical, technical and administrative security measures, including protection against, unauthorized access, unlawful use, accidental loss, corruption, or destruction of Student Data, as set forth in our Data Privacy and Security Documentation. Company regularly monitors compliance with these measures and commits to never materially decrease the overall security of the Services during an agreed upon term.
 5. **Training.** Officers or employees of Company who will have access to Student Data will receive training on the applicable laws governing confidentiality of Student Data prior to receiving such access to Student Data, and Company will limit internal access to the Student Data to those individuals who have been so trained and are determined by Company to have legitimate educational interests for purposes of performing the Agreement.
 6. **Non-Disclosure.** Company will keep Student Data confidential and will not disclose Student Data, except to the extent required or permitted by applicable law and the Agreement. If a disclosure is made by Company pursuant to a requirement of law or court order, Company will notify the District at the time of or prior to the disclosure, unless prohibited from doing so by law or court order.
 7. **Encryption.** Company will use encryption technology to protect the Student Data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
 8. **Breach.** Company will notify the District in the event of a breach of security or unauthorized release of Student Data by Company in violation of law, the Parents Bill of Rights, the Agreement or this Compliance Statement. Such notification will be provided without unreasonable delay in the most expedient way possible. Company agrees to reimburse the District for reasonable costs of any legally required notifications due to any such breach or unauthorized release caused by Company, provided that District reasonably consults and coordinates with Company in connection with such notifications.
 9. **Teacher or Principal Data.** Based on the Products and Services being provided, Company should not have access to any Teacher or Principal Data; however, if Company does obtain access to any Teacher or Principal Data in the course of providing the Products and Services, it will comply with all applicable laws and the provisions of the Agreement and this Compliance Statement with respect thereto.
 10. **Order of Precedence.** This Compliance Statement amends and supplements the terms and provisions of the Agreement, as defined above. In the event of any conflict between this Compliance Statement and any other terms of the Agreement, the provisions of this Compliance Statement shall control.

This Compliance Statement is hereby acknowledged and agreed by Company as of the date set forth below.

SAVVAS LEARNING COMPANY LLC

By: *Ryan Johnson*
Ryan Johnson (Jun 23, 2020 14:07 PDT)

Printed Name: Ryan Johnson, Esq

Title: Data Privacy Counsel

Effective January 1, 2020