

## **FERPA Privacy Policy**

### **Background**

The Family Educational Rights and Privacy Act and its regulations (“FERPA”) sets out requirements designed to protect the privacy of student education records. KnowledgeWorks Foundation (“KWF”) recognizes the need to safeguard the data privacy and confidentiality of, and to restrict access to, students’ education records.

In order to provide the agreed upon services pursuant to one or more contracts entered into between KWF, or the KWF subsidiaries listed on Exhibit A (each listed subsidiary an “Affiliate”), and a local education agency or institution (“LEA”), KWF and its Affiliates may have access to “education records” maintained by the LEA.

### **Policy**

It is the policy of KWF and its Affiliates to safeguard the data privacy and confidentiality of, and to restrict access to, education records maintained by an LEA and to which KWF and any Affiliate has access as a result of a contract with the LEA.

This Policy is intended to provide general guidance concerning the measures employed by KWF and its Affiliates with respect to the data privacy and security of education records covered by FERPA, but is not a comprehensive statement of FERPA’s requirements. For questions, contact Catherine Allshouse, Chief Information Officer, or her designee.

### **Definitions**

Following are definitions of the capitalized terms used in this Policy:

“Designated Official” is a person with the title listed on Exhibit B. A KWF officer listed on Exhibit B is a Designated Official for KWF and all of the Affiliates. The Designated Official of a specific Affiliate is a Designated Official only with respect to matters involving that Affiliate.

“Education records” can be found in handwriting, print, computer media, video or audiotape, microfilm or microfiche. Education records must be linked to a specific student through personally identifiable information. For purposes of this Policy, KWF and its Affiliates will treat as an education record any written or electronic record, data or information provided by an LEA that can be linked to a specific student through personally identifiable information, unless otherwise identified in writing by the LEA as “directory information.”

For purposes of this Policy, “education records” do not include records, data or information that is “de-identified information” and that cannot be linked to a specific student through personally identifiable information. “De-identified information” means data or information that neither identifies nor provides a reasonable basis to identify an individual, where, without limitation, the following personally identifiable information has been removed: the names of individuals, addresses, account numbers, age and date of birth, social security numbers, telephone numbers, student identification

numbers, e-mail address(es) and any other information which could reasonably be anticipated to identify, when taken in the aggregate, a specific individual.

Education records can be linked to a specific student through personally identifiable information if a reasonable person in the school community, who does not have personal knowledge of the relevant circumstance, would be able to identify the student with reasonable certainty.

Examples of “personally identifiable information” include, but are not limited to, a student’s name, name of the student’s parent/other family members, address of the student or student’s family, personal identifiers such as social security numbers, student identification numbers, biometric records, date of birth, place of birth, mother’s maiden name, or other information that alone or in combination is linked or linkable to a specific student.

### **Use of Education Records by KWF and its Affiliates**

Only those employees of KWF (or, if any, employees of an Affiliate) who have a “legitimate educational interest” may access a student’s education records. Such an employee has a “legitimate educational interest” in accessing a student’s education records only within the scope of such employee’s assigned responsibilities as they relate to, and only to the extent necessary to fulfill, obligations of KWF or an Affiliate under the pertinent contract with the LEA pursuant to which the education records were accessed.

KWF and its Affiliates employ commercially reasonable technical, administrative and physical safeguards to protect students’ education records against theft, unauthorized access, alteration, disclosure, misuse or invasion of privacy. Unless permitted or required by applicable law, as more fully described below under the heading “Release of Education Records to Third Parties,” education records may not be shared or transferred to any person not within the control of KWF or an Affiliate or the LEA. Education records must always be protected. This means that education records must be stored on a secured server or encrypted if stored on a laptop computer, on any portable storage medium or are transmitted by email.

### **Release of Education Records to Third Parties**

Employees of KWF (or, if any, employees of an Affiliate) will not disclose (whether electronically, in writing or orally) any education records to third parties, without prior consent of the parent or student (if age 18 or over) that the education records concern, except for the following reasons, as more fully described in applicable federal regulations:

1. With the written authorization of, or notice to, the LEA, and with the approval of a Designated Official, to a contractor of KWF or an Affiliate (i) only to the extent necessary to fulfill the obligations of KWF or the Affiliate, as the case may be, under the pertinent contract with the LEA pursuant to which the education records were accessed, (ii) who is under the direct control of KWF or an Affiliate with respect to the education records, and (iii) who has agreed in writing not to redisclose the education records, except as required by law. Such written authorization may be by means of the terms of the contract between KWF or an Affiliate and the LEA.

2. Upon the written authorization of the LEA (which shall include the name of such third party obtaining the information) and with the approval of a Designated Official, to a provider of third-party services directly to the LEA pursuant to an agreement between the third party and the LEA. Such written authorization may be by means of the terms of the contract between KWF or an Affiliate and the LEA.
3. In response to:
  - a. A federal grand jury subpoena when the court has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;
  - b. Any other subpoena issued for a law enforcement purpose when the court or other issuing agency has ordered that the existence of the contents of the subpoena or the information furnished in response to the subpoena not be disclosed; or
  - c. An *ex parte* order obtained by the United States Attorney General (or designee not lower than the Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. §2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. §2331.
4. The disclosure is necessary to protect the health or safety of the student or other individuals.
5. The disclosure is of information designated in writing as “directory information” by the LEA.

As permitted by law, KWF will promptly forward any request (covered by item 3 above) by a third party to disclose education records in the possession of KWF or an Affiliate to the LEA from which the records were received for an appropriate response to the request. Any disclosure of education records by KWF or an Affiliate under circumstances covered in items 3 through 5 above must be authorized by the KWF President and CEO or the KWF Senior Vice President and CFO.

### **Treatment of Education Records after Expiration of Contract with LEA**

Student education records will be returned to the LEA or destroyed upon the expiration of, and pursuant to the terms of, the contract under which they were provided, or otherwise upon the written request of the LEA. KWF and its Affiliates will employ commercially reasonable methods to destroy education records, such as by shredding paper documents and deleting the records from all electronic systems, as appropriate to ensure that all education records are permanently destroyed.

### **Miscellaneous**

This Policy may be amended, revised or superseded from time to time by KWF’s President and CEO. The interpretation of this Policy by KWF will be final.

## **Exhibit A**

### **Affiliates**

EdWorks, LLC

StriveTogether, LLC (including the StrivePartnership)

This Exhibit A may be amended, revised or superseded from time to time by KWF's President and CEO or KWF's Vice President and CFO.

## **Exhibit B**

### **Designated Officials**

KnowledgeWorks Foundation (KWF)

President and CEO

Vice President and CFO

Chief Information Officer

EdWorks, LLC

President

StriveTogether, LLC

President

The Designated Officials listed on this Exhibit B may be amended, revised or superseded from time to time by KWF's President and CEO or KWF's Vice President and CFO.

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