

STUDENT INFORMATION
Effective Upon Signature Execution through 6/30/27

The undersigned Contractor in order to fulfill its contracted duties for FLVS, is designated by FLVS as a "school official" with a legitimate educational interest and Contractor will receive and have access to certain personally identifiable information from FLVS student education records; accordingly,

Contractor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. s. 1232g and 34 C.F.R. 99.31), and Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes, State Board of Education rules 6A-1.0955 and 6A-1.09550, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor shall indemnify, defend, and hold harmless FLVS, its officers, and employees for any violation of this covenant. This provision shall survive the termination of this Agreement and shall be binding upon Contractor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations.

As a condition precedent to receiving personally identifiable information from the education records of students, the Contractor warrants and agrees that the Contractor:

1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Contractor's duties and/or services under the Agreement. FLVS has determined that Contractor has a legitimate educational interest in receiving only the following fields of student data (for example, name, grade-level, school attending, etc.):

Student info.
Product Name: On-line IPT Oral and On-line IPT Reading + Writing

Student info collected by the OnlineIPT platform: First and last name, date of birth, place of birth, district, school, student ID, gender, ethnicity, primary language, and, if desired, economic disadvantage status, migrant status, and LEP status. Student information is not accessible to Contractor personnel and is not required for support unless authorized in writing by the district/authorized persons.

Contractor grants to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Contractor's responsibilities under the Agreement); and

3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under the Agreement, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and

4. is under the direct control of FLVS with respect to the use and maintenance of education records; and

5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Contractor may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Contractor may use the information, subject to the limitations described in paragraph C.2 above, but only for the purposes for which the disclosure was made; and

6. shall not disclose or redisclose personally identifiable information to a third party unless the disclosure is made pursuant to and authorized by: (a) FERPA and 34 CFR 99.31; or (b) prior written consent of a parent or an eligible student; and

7. shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), its implementing regulations, Section 1002.22, Florida Statutes, the Protection of Pupil Rights Amendment



(PPRA); the Student Online Personal Information Protection Act, F.S. 1006.1494 and implementing State Board of Education rules; and the Children's Online Privacy Protection Act (COPPA), 15 USC ss 6501-6506, and its implementing regulations, and shall not use any of the personally identifiable information from education records of students that is received pursuant to the Agreement in violation of any applicable federal or state law, rule, regulation, or FLVS policy. The personally identifiable information must not be used for any other purpose other than the purposes outlined in the Agreement. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. The Contractor shall not share or sell a student's personally identifiable student information for commercial purposes, including but not limited to targeted advertising, without providing parents a means to consent or disapprove; and

8. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of FLVS in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Contractor agrees to share its incident response plan with FLVS upon request. Contractor shall maintain and revise its incident response plan to ensure that it is in a ready state at all times; and

9. will dispose of all information disclosed to it by FLVS (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Contractor constitutes a "record copy" required to be retained by FLVS's records retention schedule, in which case the Contractor will return the information to FLVS rather than disposing of it.

Authorized Contactor representative has read the foregoing and, by executing, agrees and accepts such terms effective as of the date indicated below the Contractor signature.

Ballard & Tighe, Publishers

Signature: Nancie Lafferty

Printed Name: Nancie Lafferty

Title: Director of Operations

Date: 5-7-26