

EXHIBIT C
STUDENT INFORMATION
CON01-2604706N01-BIOPHY-BEDFOR
Effective Upon Signature Execution through June 30, 2030

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 by Contractor, its officers, employees, and agents. 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.):

Product Name: Achieve for Ways of the World for the AP World History Modern Course (One-Use Online)

Student Information: See Achieve Schedule of Data

2. will limit the access to personally identifiable information from education records of students 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 such 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 a summary of its incident response plan with FLVS upon request subject to the execution of a mutually agreed upon non-disclosure agreement. Contractor shall maintain and revise its incident response plan as needed 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.

Bedford, Freeman & Worth Publishing Group, LLC

Signature: 

Printed Name: Anne Posegate

Title: Director Bids & Contracts

Date: 12/01/2025

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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.):

Product Name: Achieve for Myers' Psychology for AP Course (One-Use Online)

Student Information: See Achieve Schedule of Data

2. will limit the access to personally identifiable information from education records of students 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 such 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 a summary of its incident response plan with FLVS upon request subject to the execution of a mutually agreed upon non-disclosure agreement. Contractor shall maintain and revise its incident response plan as needed 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.

Bedford, Freeman & Worth Publishing Group, LLC

Signature: 

Printed Name: Anne Posegate

Title: Director Bids & Contracts

Date: 12/01/2025

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Product Name: Achieve for Biology for AP Course (One-Use Online)

Student Information: See Achieve Schedule of Data

2. will limit the access to personally identifiable information from education records of students 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

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(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

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Bedford, Freeman & Worth Publishing Group, LLC

Signature: 

Printed Name: Anne Posegate

Title: Director Bids & Contracts

Date: 12/01/2025

Achieve SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology	IP Addresses, Use of cookies etc.	X
	Other application technology metadata Specify: Type of browser and mobile device.	X
Application Use Statistics	Metadata on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data (specify):	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communication	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information Specify: IP address, state, city of origin.	X
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information (specify):	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	

	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information(specify):	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID No.	X
	Student app username	X
	Student app passwords: salted, hashed and key stretching employed.	X
Student Name	First and/or Last	X
Student In-App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires (assessment of textbook or study materials only).	X
Student work	Student generated content; writing, pictures etc.	X
	Other student work data Please specify:	
Transcript	Student course grades	X
	Student course data	
	Student course grades/performance scores	X
	Other transcript data Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
Other	Other transportation data Please specify:	
	Please list each additional data element used, stored or collected by your application:	



Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	