As of 2023, NoRedInk is ISO 27001 certified (#122203)

NoRedInk Data Security Plan

References

Privacy policy (https://www.noredink.com/privacy)
Copyright policy (https://www.noredink.com/copyright)
Terms of Service (https://www.noredink.com/terms)

Hosting and Access Control

Hosting
Our application is hosted through Amazon Web Services (AWS).

Hardware security
Only Amazon administrators have physical access to our hardware, and Amazon has their own procedures to ensure the security of that hardware.

Access Control
NoRedInk maintains an Information Security Management System (ISMS). We do so currently via 3rd party. Our product service resides on AWS. As an ISMS, AWS is certified as compliant with ISO 27000. (https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf)

Access to our production infrastructure such as applications servers is permission controlled through AWS Identity and Access Manager (IAM) (https://aws.amazon.com/iam) policies. We require engineers to upload ssh access tokens and are able to revoke access centrally for individuals. Password only authentication to these hosts is disabled and access is only possible through use of the access tokens.

Database access is limited to users with these tokens by ssh tunnelling through an infrastructure host. There is read access to data in the database for reporting using metabase.io, this access is limited by NoRedInk google credentials.

Logs
We use AWS CloudTrail, which gives logs about user access and infrastructure changes. We use GoogleApps, which gives us logs about user access. We have logs from our application servers, database servers, and load balancers. Logs are retained for 90+ days. Only 3rd Party (AWS / Google) and key internal administrative staff have access to these logs.

Data Policies

Compliance
We comply with the following laws concerning the protection of student personally identifiable information, including educational records: the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA"), and New York State Education Law Section 2-D.

Child Friendly Policies, Terms and Conditions
Our policies and terms are written in a non-legaleze friendly format. In addition, based upon our COPPA alignment, underage and/or minor students must have parental consent to utilize our services.

Our privacy policy (https://www.noredink.com/privacy) makes it clear the age restrictions for the use of the NoRedInk service, including parental consent for underage children.

Use of Data
Our privacy policy (https://www.noredink.com/privacy) makes it clear that we will not rent or sell PII. We do share de-identified data with 3rd party services for analysis in support of product maintenance and improvement.

We don't serve advertising within the product but we do use the following services for analysis in support of product maintenance and improvement: Google Analytics, MixPanel, Customer.io, Inspectlet, Rollbar, and Bugsnag.

User Access to Data
We do not provide unnecessary visibility of other users, and there is no public-facing or in-solution browsable user profile for students or teachers.

Students can only access information relating to their own account, their own scores on practice assignments, quizzes, or their own writing sections.

Teachers can access information relating to their own account as well as see the scores and submissions for their student's work on the site.

Facilitator access upon request gives school based admin access to all teacher and student accounts in the building.

Data Ownership
Our terms of service (https://www.noredink.com/terms) describe our policy of ownership of user submissions. All user submissions belong to the user, however the user grants NoRedInk a license to translate, modify (for technical purposes, for example making sure the content is

viewable on an iPhone as well as a computer) and reproduce such user submissions, in each case to enable us to operate the Services. This is a license only – ownership in user submissions is not affected.

We are in compliance with CCPA, which requires we have a means to provide and remove a user’s data from our system. At any time, the client may request a copy of their data, or a request for deletion, directly from NoRedInk by submitting a written request via Privacy Request Form (https://preferences.noredink.com/privacy).

Data Storage and Security

Data Location

All customer data is stored in the United States.

Data Backup and Recovery

We use AWS processes for data backup and recovery. For Amazon RDS, we maintain storage across multiple availability zones. We have database replicas which can quickly replace our master RDS database in the case of a failure. In addition, we maintain a 30-day backup on Amazon RDS.

Data Encryption

All client to server data is transmitted with TLS 1.2 over HTTPS. At rest, we utilize Amazon RDS's at-rest encryption solution, Transparent Data Encryption. Passwords are further encrypted at rest using the bcrypt function.

In addition, it is our policy to avoid storing any personal data on employee devices.

Web Environment Security

We store cookies on user's computers, we do not store credentials that could be used for re-authentication. Cookies are encrypted and signed, and are sent with the flags ‘secure’ and ‘http-only’to prevent the most common attacks. We have tools in place to monitor abnormal system behavior (NewRelic, Rollbar, etc.) but do not use a traditional Intrusion Prevention System to identify problematic network activity.

We also use backend frameworks with built in input validation, including SQL sanitization to prevent SQL injection, and string sanitization to prevent XSS. All of our forms automatically include an authenticity token to prevent CSRF.

System Security

Security Updates

The engineering team maintains a listing of the “sunset dates” of security support of all external software dependencies, and prioritizes updating those dependencies in advance of any sunsetting of security support.

In addition, the engineering department maintains a weekly “security rotation,” supported by automated detection of dependency security updates (via Dependabot). This results in security updates typically being incorporated into the system within 1 week.

User Account Security
All users of the application require a password-protected login in order to authenticate. Teachers and students can register with a unique username and a password, or use Google SSO or Clever SSO.

Because we do not require students to provide an email, we cannot use the traditional password-reset-via-email mechanism in the case of a student forgetting their password. For this use case, teachers have the ability to reset the passwords of their students.

User credentials are encrypted, as all data, using our standard encryption in transit and at rest requirements. In addition, passwords are further encrypted at rest using the bcrypt function. We do not store or transmit a user password without encryption.

Third Party Services and Subcontractors

We only partner with third party services and subcontractors whose privacy policies are consistent with the obligations within our privacy principles (https://www.noredink.com/privacy). We will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by specific customer, state and federal laws and regulations.

Incident Management and Response

We have 24/7 on call support for incident response. Two-to-three engineers are on call each week. We use several application monitoring services (NewRelic, Datadog, Rollbar, Bugsnag), configured to alert our on-call engineers via Slack in the case of a possible incident. All alerts must be investigated, and all fires must be addressed immediately.

We maintain, and continue to expand, a library of on call response playbooks which detail both how to respond and relevant surrounding context, for a variety of possible incident scenarios. We aim to link each of our alerts to the relevant playbook to facilitate a rapid incident response.

In addition, all fires require detailed write-ups of the events of the incident and investigation, any root cause analysis, and next steps. These write-ups are reviewed by key stakeholders, and next steps are recorded and prioritized by the appropriate teams.

In the case of a data breach, our current practice is to notify a client within 48 hours of the recognition of a data breach.

Data Transition and Secure Destruction

Upon expiration or termination of the Contract or Agreement, NoRedInk shall:

- Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties.
- Securely delete and destroy data and remove it from any archival databases within 30 days of expiration.

Training

NoRedInk provides periodic security and privacy training to those of its employees and individual consultants who operate or have access to the system. NoRedInk contracts with Vanta for employee training that covers the following topics: general cybersecurity, reporting suspicious activity, passwords, password managers, MFA, malware, ransomware, phishing, mobile security, cloud security threats, policy violations, data classification and data privacy.

D. PARENTS' BILL OF RIGHTS AND SUPPLEMENTAL INFORMATION

1. Parents' Bill of Rights

Vendor acknowledges and agrees that the District's Parents' Bill of Rights as set forth herein and as posted on the District's website is incorporated into these Terms and Conditions.

EDUCATION LAW § 2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.

3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.

4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.

5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

6. The right to have complaints about possible breaches and unauthorized disclosures of PII

addressed. Complaints may be submitted to NYSED at www.nysed.gov/data-privacy-security; by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474- 0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

2. Supplemental Information

i. The exclusive purpose for which Protected Data will be used is NoRedInk website, services, chrome extension, and SSO authentication processes. Vendor will not use the Protected Data for any other purposes not explicitly authorized herein or within the Master Agreement.

ii. In the event that Vendor engages subcontractors or other authorized persons or entities (“Subcontractors”) to perform one or more of its obligations under the Master Agreement (including hosting of the Protected Data), Vendor will require Subcontractors to execute legally binding agreements acknowledging and agreeing to comply with all applicable data protection, privacy and security requirements required of Vendor under the Master Agreement, these Terms and Conditions, and applicable state and federal law and regulations.

iii. The Master Agreement commences on 12/13/2023 and expires on 12/13/2026. Upon expiration of the Master Agreement without renewal, or upon termination of the Master Agreement prior to its expiration, Vendor will (select all that apply):

☐ Securely delete or otherwise destroy all Protected Data remaining in the possession of Vendor or any of its Subcontractors.

☐ Assist the District in exporting and returning all Protected Data previously received to the District in such formats as may be requested by the District.

☑ Contact the District to request instruction for the deletion or return of all Protected Data.

In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with the District as necessary to transition Protected Data to the successor Vendor prior to deletion.

Neither Vendor nor any Subcontractors will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or Subcontractors will provide the District with a certification from an appropriate officer that these requirements have been satisfied in full.

iv. Parents or eligible students can challenge the accuracy of any Protected Data in accordance with the District's procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of APPR data provided to Vendor by following the appeal process in the District's applicable APPR Plan.

v. Any Protected Data will be stored on systems maintained by Vendor, or Subcontractor(s) under the direct control of Vendor, in a secure data center facility. The measures that Vendor (and, if applicable, Subcontractor(s)) will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, "NIST Cybersecurity Framework" (Version 1.1) and safeguards associated with industry standards and best practices including, but not limited to, disk encryption, file encryption, firewalls, and password protection.

vi. Vendor (and, if applicable, Subcontractor(s)) will use encryption to protect Protected Data in its custody while in motion and while at rest, using a technology or methodology specified or permitted by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

3. Posting

In accordance with Section 2-d, the District will publish the Parents' Bill of Rights and Supplemental Information from these Terms and Conditions on its website. The District may redact the Parents' Bill of Rights and Supplemental Information to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of these Terms and Conditions including the Parents' Bill of Rights and Supplemental Information by their signatures below on the dates indicated.

BY THE VENDOR:

Blake Sipek

Name (Print)

Signature

Chief Financial Officer

Title

1/4/24

Date

BY THE DISTRICT:

Brian Zolnowski

Name (Print)

Signature

Data Protection Officer

Title

01/16/2024

Date