

## FERPA Compliance and Student Data Privacy Policy

Infinite Campus, in its role as a vendor to educational agencies and institutions (EAs), receives disclosures from the EAs of personally identifiable information (PII) contained in student records. Only information that is needed for Infinite Campus to perform services outsourced to it by the EA is disclosed to Infinite Campus. These disclosures are authorized under the Family Educational Rights and Privacy Act (FERPA), a federal statute that regulates the privacy of student records by EAs that receive financial assistance from the U.S. Department of Education. Infinite Campus, as a contractor to the EA, receives the disclosures on the same basis as school officials employed by the EA, consistent with FERPA regulations, 34 CFR §99.31(a)(1)(i)(B). Consistent with those regulations, Infinite Campus has a legitimate educational interest in the information to which it is given access because the information is needed to perform the outsourced service, and Infinite Campus is under the direct control of the EA in using and maintaining the disclosed education records, consistent with the terms of its contract.

Infinite Campus is subject to the same conditions on use and redisclosure of education records that govern all school officials, as provided in 34 CFR §99.33. In particular, Infinite Campus must ensure that only individuals that it employs or that are employed by its contractor, with legitimate educational interests – consistent with the purposes for which Infinite Campus obtained the information -- obtain access to PII from education records it maintains on behalf of the district or institution. Further, in accordance with 34 CFR §99.33(a) and (b), Infinite Campus may not redisclose PII without consent of a parent or an eligible student (meaning a student who is 18 years old or above or is enrolled in postsecondary education) unless the agency or institution has authorized the redisclosure under a FERPA exception and the agency or institution records the subsequent disclosure. An example of such a disclosure is when Infinite Campus is requested by a school district to assist the district in the transfer of the student records from our system to another system.

Infinite Campus shall use education records only for the purposes of fulfilling its duties contracted by the educational institution. Infinite Campus will not sell or otherwise use or redisclose education records for behavioral or targeted advertising or marketing to parents or students. In order to continuously improve the products and services it provides to EAs and educational research, Infinite Campus may use anonymized or de-identified, non-PII data, and any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information, as well as seek input from the EAs and their employees regarding use of the Infinite Campus Products and Infinite Campus Services.

Infinite Campus employs extensive technological and operational measures to ensure data security and privacy, including advanced security systems technology, physical

access controls, and annual privacy training for employees and partners, and criminal background checks of all employees. Infinite Campus employs a dedicated, full-time Security Program Manager to implement and improve the Infinite Campus security posture and practice. The organization undergoes annual security audits including an external SOC 2 Type II audit demonstrating adherence with the security principle set forth in TSP section 100, Trust Services Principles, Criteria, and Illustrations for Security, Availability, Processing Integrity, Confidentiality and Privacy (AICPA, Technical Practice Aids). All data is housed within the United States. Details about the audits and company policies which support the Infinite Campus security programs are available to EAs under a non-disclosure agreement.

All employees of Infinite Campus are required to sign an Acknowledgement and Agreement of Policies that commits the employees to comply with Infinite Campus's data privacy and security policies and receive required annual security and privacy training, including commitments and training regarding the prohibition on disclosure of student data.

Infinite Campus does not own any of the education records within its products. These records within the products are property of, and under the control of the local educational agency. The collection, input, use, retention, disposal, and disclosure of education records in our software applications are controlled solely by the EAs which license our products. Except by law or as contracted by the EA, Infinite Campus cannot delete, change, or disclose any records from our software applications controlled by the EA. Students who wish to retain possession and control of their own pupil-generated content should contact the EA. If the EA is unable to fulfil the request of the student, Infinite Campus can assist at the direction and expense of the EA.

In the event any third party (including the eligible student or parent/guardian of the eligible student) seeks to access education records, Infinite Campus will immediately inform the EA of such request in writing, if allowed to by law. Infinite Campus shall not provide access to such education records or respond to such requests unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction or directed to do so by the EA. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to the EA prior to releasing the requested data or information, unless such notification is prohibited by law or judicial and/or administrative order or subpoena.

If the EA is unable to fulfil a request of an eligible student or parent/guardian to review the student's education records, Infinite Campus can assist at the direction and expense of the EA. In such an event where a parent, legal guardian, or eligible student seeks to make changes to the data within our products, parents, legal guardians, or eligible students shall follow the procedures established by the EA in accordance with FERPA. Generally these procedures establish the right to request an amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the EA to amend their child's or their education record should write an EA official (often a Principal or Superintendent), clearly identify the part of the record they want changed, and specify why it should be changed. If the EA decides not to amend the record as requested by the parent or eligible student, the EA will notify the

parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures would be provided to the parent or eligible student when notified of the right to a hearing.

In the event Infinite Campus becomes aware of a data breach or inadvertent disclosure of PII, Infinite Campus shall take immediate steps to limit and mitigate such security breach to the extent possible. A senior executive of Infinite Campus will notify a senior member of the affected EA's leadership team, ideally the Superintendent or similar chief executive. This typically will occur within 24 hours of confirmation of the event and would include the known relevant details. The EA and Infinite Campus will work cooperatively in determining an action plan, including any required notification of affected persons. In the event that Infinite Campus is at fault for the breach or disclosure, Infinite Campus carries at least a \$1,000,000 cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

In the event of termination of a license to use our products, Infinite Campus works with the EA, in accordance of the terms of the EA's contract, to destroy all education records contained in our systems and then will permanently delete all archival or backup copies of the same. Infinite Campus shall not knowingly retain copies of any education records received from EA once EA has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of any and all education records received from EA in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). At the request of the EA, Infinite Campus will provide a written certification of destruction.

To the extent parents, guardians or students have questions regarding the content of, or privacy associated with, any applications used by the educational institution, please contact that agency or institution.

Infinite Campus may, from time to time, update this policy to be in compliance with evolving state and federal laws and regulations. We will not materially change our policies and practices to make them less protective of your privacy without the written consent of the EA and the EA may rely upon any and enforce any current or prior version of this policy unless otherwise agreed to in writing.