

**DATA SHARING AND CONFIDENTIALITY AGREEMENT**  
INCLUDING  
Bill of Rights for Data Privacy and Security  
AND  
Vendor Information Regarding Data Privacy and Security

This Data Sharing and Confidentiality Agreement (the “Agreement”) is made and entered into by and between CodeHS, Inc (the “Vendor”) and The Enlarged City School District of Middletown.

**WHEREAS**, The Enlarged City School District of Middletown and Vendor are parties to a contract or other written agreement (the “Contract”) pursuant to which the Vendor will receive student data and/or teacher or principal data (“Protected Data”) that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”) from The Enlarged City School District of Middletown for purposes of providing certain products or services to The Enlarged City School District of Middletown; and

**WHEREAS**, both The Enlarged City School District of Middletown and Vendor are desirous of fulfilling their respective obligations under New York Education Law Section 2-d;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in the Contract, as well as, this Agreement the parties hereto mutually agree as follows:

**1. Confidentiality**

- a. Vendor, its employees, and/or agents agree that all information obtained in connection with the services provided for in the Agreement is deemed confidential information.
- b. Vendor further agrees to maintain the confidentiality of the Protected Data it receives in accordance with federal and state law and that any information obtained will not be revealed to any persons, firms or organizations.

**2. Data Protections and Internal Controls**

- a. Vendor acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by The Enlarged City School District of Middletown that directly relate to a student(s) (hereinafter referred to as “education record”).
- b. Vendor understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
  1. Limit internal access to education records to those individuals that are determined to have legitimate educational interests; and
  2. Not use the education records for any other purpose than those explicitly authorized in the Contract and/or Agreement; and

3. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
4. To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

### **3. Data Security and Privacy Plan**

- a. Vendor agrees to have a Data Security and Privacy Plan in place to protect the confidentiality, privacy and security of the Protected Data it receives from The Enlarged City School District of Middletown.
- b. Vendor understands and agrees that it is responsible for submitting a Data Security and Privacy Plan to The Enlarged City School District of Middletown prior to the start of the term of the Agreement, and it shall:
  1. Outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with The Enlarged City School District of Middletown's policy on data security and privacy, as adopted.
  2. Outline specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from The Enlarged City School District of Middletown under the Contract.
  3. Outline the training requirement established by the Vendor for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

### **4. Notice of Breach and Unauthorized Release**

- a. In the event of a breach of this Agreement and unauthorized release of student data, the Vendor shall:
  1. Immediately notify The Enlarged City School District of Middletown in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or authorized release.
  2. Advise The Enlarged City School District of Middletown as to the nature of the breach and steps Vendor has taken to minimize said breach.
- b. In the case of required notification to a parent or eligible student, the Vendor shall:
  1. Promptly reimburse The Enlarged City School District of Middletown for the full costs of such notification.

- c. Vendor will cooperate with The Enlarged City School District of Middletown and provide as much information as possible directly to The Enlarged City School District of Middletown about the incident, including but not limited to:
    1. The description of the incident;
    2. The date of the incident;
    3. The date Vendor discovered or was informed of the incident;
    4. A description of the types of Protected Data involved;
    5. An estimate of the number of records affected;
    6. The schools within The Enlarged City School District of Middletown affected;
    7. What the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data; and
    8. The contact information for Vendor representatives who can assist affected individuals that may have additional questions.
  - ci. The Vendor shall indemnify and hold The Enlarged City School District of Middletown harmless from any claims arising from its breach within the Data Sharing and Confidentiality Agreement confidentiality and data security and privacy standards provision.
  - cii. Vendor acknowledges that upon initial notification from Vendor, The Enlarged City School District of Middletown, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department (“CPO”). Vendor agrees not to provide this notification to the CPO directly unless requested by The Enlarged City School District of Middletown or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by The Enlarged City School District of Middletown, Vendor will promptly inform The Enlarged City School District of Middletown of the same.
- 5. Vendor Information**
- Vendor understands that as part of The Enlarged City School District of Middletown's obligations under New York Education Law Section 2-d, Vendor is responsible for providing The Enlarged City School District of Middletown with Vendor information (see Vendor Information for Data Privacy and Security) to include:
- a. Exclusive purposes for which the student data will be used;

- b. How Vendor will ensure that subcontractors, persons or entities that Vendor will share the student data with, if any, will abide by data protection and security requirements;
- c. That student data will be returned or destroyed upon expiration of the Agreement;
- d. If and how a parent, student, or eligible teacher may challenge the accuracy of the student/teacher data that is collected; and
- e. Where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

**6. Termination or Expiration of Contract and/or Agreement**

- a. Upon termination of the Agreement, Vendor shall return or destroy all confidential information obtained in connection with the services provided therein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of the Agreement.
- b. If requested by The Enlarged City School District of Middletown, Vendor will assist The Enlarged City School District of Middletown in exporting all Protected Data previously received back to The Enlarged City School District of Middletown for its own use, prior to deletion, in such formats as may be requested by The Enlarged City School District of Middletown.
- c. In the event the Contract is assigned to a successor Vendor (to the extent authorized by the Contract), the Vendor will cooperate with The Enlarged City School District of Middletown as necessary to transition Protected Data to the successor Vendor prior to deletion.
- d. Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data 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 its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide The Enlarged City School District of Middletown with a certification from an appropriate officer that these requirements have been satisfied in full.

## **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The Enlarged City School District of Middletown is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, The Enlarged City School District of Middletown informs the school community of the following:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by New York State is available for public review at the following website <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to submit complaints about possible breaches of student data addressed. Complaints should be directed in writing to The Enlarged City School District of Middletown Data Privacy Officer, 223 Wisner avenue, Middletown, NY, 10940. Complaints may also be directed in writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234 or by using the form available at the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

### **Supplemental Information Regarding Third-Party Contractors**

In the course of complying with its obligations under the law and providing educational services to District residents, the Enlarged City School District of Middletown has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

- 1) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- 2) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
- 3) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- 4) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- 5) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- 6) Address how the data will be protected using encryption while in motion and at rest.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.



2/5/2025

Authorized Vendor Signature

Date



2/7/2025

Authorized Enlarged City School District of  
Middletown Signature

Date

## VENDOR INFORMATION REGARDING DATA PRIVACY AND SECURITY

Vendor: CodeHS, Inc.

Product: CodeHS

Collects: ☒ Student Data    ☐ Teacher or Principal Data    ☐ Does not collect either

Educational agencies including The Enlarged City School District of Middletown are required to *post information about third-party contracts on the agency's website* with the Parents Bill of Rights. To that end, please complete the table below with information relevant to NYS Education Law 2-d and Part 121.3 of the Commissioner's Regulations. Note that this applies to all software applications and to mobile applications ("apps").

### Part 1: Exclusive Purposes for Data Use

The exclusive purposes for which the student data (or teacher or principal data) will be used by the third-party contractor:

Support schools using CodeHS licenses to teach computer science

### Part 2: Subcontractor Oversight Details – Select the appropriate option below.

☒ This contract has no subcontractors.

☐ This contract has subcontractors. As such, the third-party contractor will take the following steps to ensure that any subcontractors, assignees, or other agents who see, or receive, this protected data are contractually required to obey the same data protection and security requirements that the third-party contractor is required to obey under state and federal law:

### Part 3: Contract Lifecycle Practices

The contract expires on June 30, 2027 unless renewed or automatically extended for a term pursuant to the agreement. When the contract expires, protected data will be deleted by the contractor, via shredding, returning of data, mass deletion, and upon request, may be exported for use by SA before deletion.

### Part 4: Student Educational Records / Improper Disclosure

A. For information on FERPA (Family Educational Rights and Privacy Act), which is the federal law that protects the privacy of student education records, visit the U.S. Department of Education FERPA website.

B. A complaint or report of improper disclosure may be completed by submitting the Improper Disclosure Report form.

### Part 5: Security Practices

A. Protected data provided to the contractor will be stored: (include *where* and *how*)

All data and traffic are encrypted using HTTPS. Please see attached compliance guide.

B. The security protections taken to ensure data will be protected that align with the NIST Cybersecurity Framework and industry best practices include:

Data is stored with AWS in encrypted databases. Please see attached compliance guide.

### Part 6: Encryption Practices

☒ By checking this box, contractor certifies that data encryption is applied in accordance with NYS Education Law Section 2-d 5(f)(5).

  
Anirudh

Authorized Vendor Signature

2/5/2025

Date



### OVERVIEW

CodeHS is compliant with NY Ed Law 2-d. Please submit your district's Data Privacy Agreement and Parents' Bill of Rights to [hello@codehs.com](mailto:hello@codehs.com) for review. The following document provides the additional information requested under Ed Law 2-d.

*In this packet:*

- Third Party Contractor's Data Security & Privacy Plan
- Third Party Contractors Supplemental Agreement
- CodeHS Privacy Policy
- CodeHS Incident Response Plan
- CodeHS Data Deletion Policy
- Schedule of Data

### THIRD-PARTY CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN

#### *Exclusive Purposes for Data Use*

CodeHS will only use student data for the purposes outlined in this agreement and the CodeHS Terms of Use and Privacy Policy.

#### *Data Accuracy/Correction Practices*

Parents or students should contact their LEA directly with requests to challenge the accuracy of their data stored on CodeHS.

LEA privacy representatives should contact CodeHS at [hello@codehs.com](mailto:hello@codehs.com) with any requests to correct data.

#### *Subcontractor Oversight Details*

CodeHS does not utilize subcontractors. Any subcontractors CodeHS uses in the future will be required to uphold privacy policies and procedures that are of an equal or greater standard than the terms of this agreement.

Current list of any subcontractors can be found at <https://codehs.com/subcontractors>.

#### *Security Practices*

Data is stored with Amazon Web Services ("AWS") in encrypted databases. All data and traffic are encrypted using HTTPS.



## THIRD-PARTY CONTRACTOR'S DATA SECURITY AND PRIVACY SUPPLEMENTAL AGREEMENT

In accordance with its obligations under the District's Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor represents and warrants that its data security and privacy plan described below or attached hereto contains the following minimum required provisions:

(i) Contractor will implement State and federal data security and privacy contract requirements for the duration of its contract that is consistent with the school district's data security and privacy policy by:

*CodeHS Privacy Policy and Terms of use can be found at <https://codehs.com/privacy> and <https://codehs.com/terms>, respectively. All employees with access to data are trained to uphold these documented privacy standards and procedures, and all data is encrypted using HTTPS.*

(ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:

*All data and traffic are encrypted using HTTPS. Data is stored with AWS in encrypted databases.*

(iii) Contractor has complied with requirements of §121.3(c) of the Commissioner's Regulations by providing and complying with the supplemental contractor information attached to its contract or written agreement with the District, or as follows:

*CodeHS supplemental Data Security and Privacy Plan can be found above, on the first page of <https://codehs.com/privacy/newyork>.*

(iv) Contractor's employees and any assignees with access to student data, or teacher or principal data have received or will receive training on relevant confidentiality laws, before receiving access to such data, as follows:

*All employees receive annual Cybersecurity training. All employees with access to PII receive training on confidentiality laws and company procedures to ensure that PII is kept secure and confidential.*

(v) Contractor will use the following subcontractors and will ensure that personally identifiable information received by its subcontractors is protected, as follows:

*CodeHS does not utilize subcontractors. Any subcontractors CodeHS uses in the future will be required to uphold privacy policies and procedures that are of an equal or greater standard than the terms of this agreement.*

*Current list of any subcontractors can be found at <https://codehs.com/subcontractors>.*

(vi) Contractor will implement an action plan for handling any breach or unauthorized disclosure of personally identifiable information and will promptly notify the school district of any breach or unauthorized disclosure as follows:

*CodeHS Incident Response Plan can be found below and is also available at [https://codehs.com/incident\\_response](https://codehs.com/incident_response).*

(vii) Data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated as follows:

*Upon written request by the district, CodeHS will delete all student data.*

*CodeHS Data Deletion Policy can be found below and is also available at [https://codehs.com/data\\_deletion](https://codehs.com/data_deletion).*

# CODEHS PRIVACY POLICY

## *About CodeHS*

CodeHS, Inc. is a comprehensive online coding platform to help schools and districts teach computer science. The platform includes web-based curriculum, teacher tools and resources, and professional development.

Please read this Privacy Policy carefully before accessing or using the Website. In this Policy, we refer to these products as the “Website” or the “Services”.

## *What is this policy all about?*

This privacy policy (the “Policy”) explains what data we collect, why we collect it, and what we do with it. It applies to you if you’re a student, a teacher, or anyone else who uses our Website.

This Policy applies to information that we collect when you use our Services online. It does not apply to information we may collect offline or if you provide any information to a third party (including through any application or content that may link to or be accessible from the Website). We use the term “Personal Information” to refer to any information that would identify you as an individual (e.g. your name and/or email address).

By using the Service, you accept and agree to this Privacy Policy. Your use of the Service is also governed by the Terms of Use. You should read both of these documents together.

## *What information do we collect and why?*

We aim to collect only the information necessary to provide you with a great learning or teaching experience. We receive and store any information you knowingly enter on the Services. We also receive and store some information automatically. The following section provides further explanation of what we collect and why.

### **Account information**

When you create an account (as either a student or a teacher), you need to enter your name, a username, and your email address. For students in schools, you will enter a class code provided by your teacher to link your account to your classroom and your school. For teachers, you will be asked to provide information about your school so we can verify that you are a real teacher.

### **Technical data**

As you use our Website, we may use automatic data collection technologies to collect information about your equipment, browsing actions, and patterns. For example, we may collect: details of your visits to our Website, including traffic data, location data, logs, and other communication data; and information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and does not include Personal Information. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- estimate our audience size and usage patterns;
- monitor site performance and uptime;
- resolving technical issue for Website users;
- store information about your preferences, allowing us to customize our Website for you; and
- recognize you when you return to our Website.

The technologies we use for this automatic data collection may include tools such as cookies and web beacons. Cookies are small files that websites place on your computer as you browse the web. Web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) are small electronic files that permit us, for example, to count users who have visited certain pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You may choose to disable cookies in your browser settings. However, if you choose to do this, many of our Website's features may not function properly.

### **Coursework and grading**

If you are a student, we collect information about your projects, including the responses you provide, how many attempts you made, and the time taken. This helps us to give you a great experience with our Service, including allowing you to save your work, helping us to improve our courses, and allowing teachers to assess and monitor students' progress.

### **Student code, programs, projects, and uploaded files**

If you are logged in to your CodeHS account, we save the code and programs you have written. We do this so that teachers and students can revisit their work at a later time, and can continue working on their programs where they left off. As a student or a teacher, you can also upload content through the Website. If a student or teacher uploads content as part of writing a program, that content will be stored on the Website.

### **Student and teacher websites**

As you work on CodeHS, students and teachers have the option to create personal websites. You can upload and create content on these sites, which will then become publicly available.

### **Messages**

Students may send messages to their teacher through the Website, and a teacher may send messages to their students. In the case where an individual learner or school has specifically signed up for tutoring services, messages may be sent between students, teachers, and tutors. Only the participants in each of these conversations may see the contents of the messages.

### **Surveys and demographics**

Occasionally we will send out optional online surveys to students asking for data such as age, gender, race and academic background. This data is only ever used in the aggregate and for the purposes of improving the Website and ensuring that we are reaching a diverse and representative group of learners.

### ***Who can access your information?***

We do not sell or rent your Personal Information to any third party for any purpose, including advertising or marketing. We do not allow any advertising on our services.

We restrict access to your information to CodeHS employees, contractors and agents who need to know that information in order to process it for us and who are subject to strict contractual security standards and confidentiality obligations. They may be disciplined or their contract terminated if they fail to meet these obligations.

Account information, coursework and grading, as well as student programs, projects, and uploaded files can be accessed by the student who created them and his or her teacher. Messages are accessible to participants in that conversation. All users of the Website must abide by the Terms of Use, which include obligations about interacting with other users.

We may disclose information that we collect or you provide as described in this privacy policy to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, in which Personal Information that we hold is among the assets transferred. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your Personal Information as per this Policy (unless you give consent to a new policy). We will provide you with prompt notice of an acquisition, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your Personal Information by such a successor company, you may request that the company delete it.

We may also disclose your Personal Information:

- to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- to ensure site security, or to enforce or apply our Terms of Use and other agreements, including for billing and collection purposes;
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CodeHS, Inc., our customers, or others; and
- to a state or local educational agency, including schools and school districts, for K-12 school purposes, as permitted by state or federal law.

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

### *How do we store and delete your information?*

Website users may update, correct, or remove Personal Information in their CodeHS accounts at any time via the Account Settings page.

Students and teachers may deactivate their account at any time from the Account Settings page.

A teacher or a student may request deletion of your own Personal Information by sending us an email at [hello@codehs.com](mailto:hello@codehs.com). In appropriate circumstances, teachers and parents may also request deletion of a student's Personal Information. IN SUCH CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will delete your or your student's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a user's Personal Information, it will be deleted from our active databases but we may retain an archived copy of such user's records as required by law or for legitimate business purposes.

We will retain Personal Information, including after the school term in which a teacher or student uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, CodeHS will delete a user's Personal Information 4 years after the user's last login to the Services.

### *How do we protect and secure your information?*

We have implemented reasonable measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, and disclosure. Any payment information is transmitted using HTTPS encryption and is processed through Stripe, a third party payment provider. CodeHS does not directly collect or store payment instruments.

The safety and security of your information also depends on you. You are responsible for choosing a strong password and keeping it confidential.

If there is a data breach affecting your information, we will comply with any relevant legal or regulatory notification requirements.

### *Children under the age of 13*

Because some of our users may be interested in it, we have included some information below related to the Children's Online Privacy and Protection Act ("COPPA"). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect Personal Information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the Terms of Use) to obtain parental consent for that child to use the Services and disclose Personal Information to us. A parent or guardian may sign up his or her child for the Services and provide Personal Information about that child to us. However, no child under 13 may send us any Personal Information unless he or she has signed up through his or her school, district or teacher and such school, district or teacher has obtained parental consent for that child to use the Services and disclose Personal Information to us. If you are a student under 13, please do not send any Personal Information to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any Personal Information other than what we request from you in connection with the Services. If we learn we have collected Personal Information from a student under 13 without parental consent from his or her parent or guardian or obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at [hello@codehs.com](mailto:hello@codehs.com).

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms and our Privacy Policy. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

### *Changes to the Privacy Policy*

Our Privacy Policy may change from time to time. We will post any changes we make on this page with a notice on the Website's homepage that the privacy policy has been updated. If we make material changes to this Privacy Policy, we will email you at the email address associated with your account. You can access older versions of this Privacy Policy at [codehs.com/privacy2013](https://codehs.com/privacy2013).

### *Questions?*

To ask questions or comment on this Privacy Policy and our privacy practices, contact us at [hello@codehs.com](mailto:hello@codehs.com).

# INCIDENT RESPONSE PLAN

*This document describes the procedures CodeHS will follow in response to the report of a data breach or security incident.*

## Discovery and Response to Incident

1. If the person discovering the incident is a member of the IT department or affected department, they will proceed to step 5.
2. If the person discovering the incident is not a member of the IT department or affected department, they will call the CodeHS Headquarters at 415-889-3376.
3. The headquarters office manager will refer to the IT emergency contact list or affected department contact list and call the designated numbers in order on the list. The grounds security office will log:
  - a. The name of the caller
  - b. Time of the call
  - c. Contact information about the caller
  - d. The nature of the incident
  - e. What equipment or persons were involved?
  - f. Location of equipment or persons involved
  - g. How the incident was detected
  - h. When the event was first noticed that supported the idea that the incident occurred.
4. The IT staff member or affected department staff member who receives the call (or discovered the incident) will refer to their contact list for both management personnel to be contacted and incident response members to be contacted. The staff member will call those designated on the list. The staff member will contact the incident response manager using both email and phone messages while being sure other appropriate and backup personnel and designated managers are contacted. The staff member will log the information received in the same format as the grounds security office in the previous step. The staff member could possibly add the following:
  - a. Is the equipment affected business-critical?
  - b. What is the severity of the potential impact?
  - c. Name of system being targeted, along with operating system (if applicable), IP address, and location.
  - d. IP address and any information about the origin of the attack.
5. Contacted members of the response team will meet or discuss the situation over the telephone and determine a response strategy.
  - a. Is the incident real or perceived?
  - b. Is the incident still in progress?
  - c. What data or property is threatened and how critical is it?
  - d. What is the impact on the business should the attack succeed? Minimal, serious, or critical?
  - e. What system or systems are targeted, where are they located physically and on the network?
  - f. Is the incident inside the trusted network?
  - g. Is the response urgent?
  - h. Can the incident be quickly contained?
  - i. Will the response alert the attacker and do we care?
  - j. What type of incident is this? Example: virus, worm, intrusion, abuse, damage.



6. An incident ticket will be created. The incident will be categorized into the highest applicable level of one of the following categories:
  - a. Category one - A threat to sensitive data
  - b. Category two - A threat to computer systems
  - c. Category three - A disruption of services
7. Team members will establish and follow one of the following procedures basing their response on the incident assessment:
  - a. Worm response procedure
  - b. Virus response procedure
  - c. System failure procedure
  - d. Active intrusion response procedure - Is critical data at risk?
  - e. Inactive Intrusion response procedure
  - f. System abuse procedure
  - g. Property theft response procedure
  - h. Website denial of service response procedure
  - i. Database or file denial of service response procedure
  - j. Spyware response procedure.

The team may create additional procedures which are not foreseen in this document. If there is no applicable procedure in place, the team must document what was done and later establish a procedure for the incident.

8. Team members will use forensic techniques, including reviewing system logs, looking for gaps in logs, reviewing intrusion detection logs, and interviewing witnesses and the incident victim to determine how the incident was caused.
9. Team members will recommend changes to prevent the occurrence from happening again or infecting other systems.
10. Upon management approval, the changes will be implemented.
11. Team members will restore the affected system(s) to the uninfected state. They may do any or more of the following:
  - a. Re-install the affected system(s) from scratch and restore data from backups if necessary. Preserve evidence before doing this.
  - b. Make users change passwords if passwords may have been sniffed.
  - c. Be sure the system has been hardened by turning off or uninstalling unused services.
  - d. Be sure the system is fully patched.
  - e. Be sure real-time virus protection and intrusion detection are running.
  - f. Be sure the system is logging the correct events and to the proper level.
12. Documentation—the following shall be documented:
  - a. How the incident was discovered
  - b. The category of the incident
  - c. How the incident occurred, whether through email, firewall, etc.
  - d. Where the attack came from, such as IP addresses and other related information about the attacker
  - e. What the response plan was
  - f. What was done in response?
  - g. Whether the response was effective



13. Evidence Preservation—make copies of logs, email, and other communication. Keep lists of witnesses. Keep evidence as long as necessary to complete prosecution and beyond in case of an appeal.
14. Notify proper external agencies—team members will notify the police and other appropriate agencies if prosecution of the intruder is possible.
15. Review response and update policies—team members will plan and take preventative steps so the intrusion can't happen again. The following factors will be considered:
  - a. Whether an additional policy could have prevented the intrusion
  - b. Whether a procedure or policy was not followed which allowed the intrusion, and then consider what could be changed to ensure that the procedure or policy is followed in the future
  - c. Was the incident response appropriate? How could it be improved?
  - d. Was every appropriate party informed in a timely manner?
  - e. Were the incident-response procedures detailed and did they cover the entire situation? How can they be improved?
  - f. Have changes been made to prevent a re-infection? Have all systems been patched, systems locked down, passwords changed, anti-virus updated, email policies set, etc.?
  - g. Have changes been made to prevent a new and similar infection?
  - h. Should any security policies be updated?
  - i. What lessons have been learned from this experience?

## Notification to LEA

In the event that Student Data is accessed or obtained by an unauthorized individual, CodeHS shall provide notification to LEA within forty-eight (48) hours of discovering the breach.

1. CodeHS shall follow the process described below:
  - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above in section (a) shall include, at a minimum, the following information:
    - i. The name and contact information of the reporting LEA subject to the data breach.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - c. At LEA’s discretion, the security breach notification may also include any of the following:
    - i. Information about what the agency has done to protect individuals whose information has been breached.

- ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. CodeHS agrees to adhere to all requirements in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- e. At the request and with the assistance of the District, CodeHS shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.
- f. In the event of a breach originating from LEA's use of the Services, CodeHS shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## DATA DELETION POLICY

*This document describes the procedures CodeHS will follow regarding data deletion.*

If a separate data privacy agreement is executed between CodeHS and a customer school or district, that agreement will take precedence over this policy.

### End of Life Data Deletion

Upon written request from the LEA, CodeHS will dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account.

## SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses, Use of cookies etc.	X
	Other application technology meta data (specify):	X (Browser, OS used)
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data (specify): Student Personality Assessments	
Attendance	Student school (daily) attendance data	
	Student class attendance data	X
Communications	Online communications that are captured (emails, blog entries)	X
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)	
Enrollment	Other demographic information (specify):	
	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information (specify):	

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
Student Contact Information	Other indicator information(specify): First Generation College Student	
	Address	
	Email	X
Student Identifiers	Phone	
	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	X
	Student app username	X
Student Name	Student app passwords	X
	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)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	

Category of Data	Elements	Check if used by your system
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content, writing, pictures etc.	X
	Other student work data (Please specify):	
Transcript	Student course grades	
	Student course data	X
	Student course grades/performance scores	
	Other transcript data (Please specify):	

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data (Please specify):	
Other	Please list each additional data element used, stored or collected by your application	

## NIST CSF TABLE

Function	Category	Contractor Response
<b>IDENTIFY (ID)</b>	<b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	4 - CodeHS keeps an inventory of devices used by employees and personal devices cannot be used without manager approval. Personally identifiable information of CodeHS students is never stored on employee devices. CodeHS does not utilize subcontractors but does utilize Amazon Web Services and Google as 3rd party systems to achieve business purposes.
	<b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	6 - The CodeHS company mission and values are communicated biweekly in each all staff meeting, the organization's quarterly and annual objectives are communicated in each all staff meeting, and staff responsibilities and stakeholders are managed by each team. CodeHS staff are trained on their responsibilities for protecting school data during onboarding and are required to sign our CodeHS Employee Student Data Confidentiality Agreement as a condition of employment.
	<b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	4 - CodeHS has documented and defined processes for student data confidentiality, data deletion, incident response, and internal documentation for federal, state-specific, and district-specific regulatory requirements that CodeHS employees must abide by
	<b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	4 - CodeHS maintains an internal list of cybersecurity risks to the CodeHS service, infrastructure, and reputation, as well as steps that have been taken to mitigate risks. This document is continually updated and is used in employee onboarding and training.
	<b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	4 - CodeHS Leadership monitors the organization's risks and regularly meets to discuss and document our risk decisions.

	<p><b>Supply Chain Risk Management (ID.SC):</b></p> <p>The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	<p>7 - The services provided by CodeHS do not depend on a traditional supply chain. The physical servers and databases the CodeHS service depends on are spread across multiple availability zones to ensure redundancy and availability, managed by Amazon Web Services, and CodeHS guarantees 99.9% uptime for its users <a href="http://status.codehs.com/">http://status.codehs.com/</a></p>
<b>PROTECT (PR)</b>	<p><b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	<p>5 - Physical access to CodeHS web servers and databases is secured and managed by Amazon Web Services. Remote access is managed by AWS role based authentication to restrict access to only trained and authorized employees. CodeHS enforces 2 Factor Authentication for employee accounts across all web services. User identities are permissioned and bound to transactions within the CodeHS service.</p>
	<p><b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	<p>4 - CodeHS employees receive general cybersecurity training during onboarding as well as annual training for current employees. Role-based training is provided based on each employee's role and responsibilities. The CodeHS service itself teaches the fundamentals of cybersecurity and employees are additionally required to complete the curriculum we provide to our users.</p>
	<p><b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	<p>5 - All CodeHS data at rest is encrypted and protected by AWS. All database instances, logs, backups, and snapshots are encrypted using the industry standard AES-256 encryption algorithm. All CodeHS data in transit is encrypted over HTTPS. CodeHS development and testing environments are separate from the production environment. CodeHS uses AWS autoscaling and load balancing to ensure adequate capacity is maintained to keep CodeHS services available as traffic fluctuates.</p>
	<p><b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	<p>5 - CodeHS has a hardened baseline configuration rolled out across devices and critical assets as well as a documented, tested, and iteratively improved process for rolling out updates. CodeHS creates daily encrypted database backups in AWS and keeps them available for 30 days. CodeHS has a documented process for destroying user data by request as needed for privacy compliance. New staff are trained in cybersecurity policies and practices as part of onboarding as well as annually for current employees. CodeHS has a documented and tested Incident Response Plan: <a href="https://codehs.com/incidentresponseplan">https://codehs.com/incidentresponseplan</a></p>

	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	5 - Maintenance of the physical CodeHS system components is managed by AWS. CodeHS has a documented, tested, and iteratively improved process for rolling out maintenance updates to the CodeHS service itself that allows CodeHS to test and document changes before they are applied to the production environment, and have zero downtime for users. Maintenance that may result in downtime is rare, scheduled, and communicated ahead of time both on the CodeHS website as well as on <a href="http://status.codehs.com/">http://status.codehs.com/</a> where anyone can subscribe to notifications.
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	5 - CodeHS utilizes AWS security solutions including Amazon Web Application Firewall and Amazon CloudFront to log, detect, and block malicious web traffic including DDoS attacks. CodeHS uses AWS autoscaling and load balancing to ensure adequate capacity is maintained in normal and adverse conditions to keep CodeHS services available at all times.
<b>DETECT (DE)</b>	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	5 - CodeHS uses Amazon Web Application Firewall and Amazon CloudFront to log, detect, and block malicious web traffic including DDoS attacks. Incident alert thresholds are established and updated to notify CodeHS of anomalous events.
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	4 - The physical environment that provides the CodeHS service is managed by AWS. AWS resources are remotely monitored and alerts are configured to identify cybersecurity events and verify the effectiveness of protective measures. CodeHS utilizes AWS Virtual Private Cloud to monitor connections to critical assets and ensure no unauthorized connections are possible.
	<b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	5 - Personnel roles and responsibilities for detection are established and understood to ensure accountability. AWS CloudWatch and Web Application Firewall rules are maintained, tested, and continuously improved to ensure awareness of anomalous events. Event detection is communicated both in well defined internal channels as well as externally via status.codehs.com
<b>RESPOND (RS)</b>	<b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	5 - CodeHS has a documented and maintained incident response plan that is executed by personnel during a cybersecurity incident
	<b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	4 - CodeHS personnel know their roles and responsibilities and information is shared both internally and with external stakeholders in accordance with the CodeHS incident response plan



	<b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.	5 - Personnel use forensic techniques, including reviewing system logs, looking for gaps in logs, reviewing intrusion detection logs, and interviewing witnesses and the incident victim to determine how the incident was caused. The impact of the incident is determined and the incident is categorized in accordance with the CodeHS incident response plan
	<b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	5 - Immediate action is taken to contain the impact of any incident and personnel will recommend changes to prevent the occurrence from happening again or infecting other systems. Upon management approval, the changes will be implemented and documented.
	<b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	5 - A post mortem is conducted after any incident to incorporate lessons learned, document what happened and what was done, and communicate changes made to prevent incidents in the future.
<b>RECOVER (RC)</b>	<b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	5 - CodeHS has a recovery plan that is continuously maintained and executed after an incident. CodeHS personnel restore the affected system(s) to their uninfected state after an incident.
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	5 - The CodeHS recovery plan is updated after a post mortem to incorporate lessons learned and update technologies, strategies, and processes going forward
	<b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	5 - CodeHS is well aware of the effects cybersecurity incidents can have on the CodeHS reputation and has a plan in place to maintain public relations and communicate recovery activities both internally and externally according to our incident response plan.