

FERPA Compliance and Student Data Privacy Policy

Akcia, Inc., 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 Akcia, Inc. to perform services outsourced to it by the EA is disclosed to Akcia, Inc.

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. Akcia, Inc., 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, Akcia, Inc. 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 Akcia, Inc. is under the direct control of the EA in using and maintaining the disclosed education records, consistent with the terms of its contract.

Akcia, Inc. 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, Akcia, Inc. must ensure that only individuals that it employs, with legitimate educational interests – consistent with the purposes for which Akcia, Inc. 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), Akcia, Inc. 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.

Akcia, Inc. will not sell or otherwise use or redisclose education records for targeted advertising or marketing purposes. Akcia, Inc. does not allow advertising within its products, and therefore there is no behavioral or targeted advertising. Akcia, Inc. uses data within its products only to deliver the services contracted by the educational institution.

Akcia, Inc. 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 criminal background checks of all employees. Akcia, Inc. employs a dedicated, full-time Security Program Manager to implement and improve the Akcia, Inc. security posture and practice. All data is housed within the United States. Details about the audits and company policies which support the Akcia, Inc. security programs are available to EAs under a non-disclosure agreement.

All employees of Akcia, Inc. are required to sign an Acknowledgement and Agreement of Policies that commits the employees to comply with Akcia, Inc.'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.

Akcia, Inc. does not own any of the student data within its products. These data within the products are property of, and under the control of the EA. The collection, input, use, retention, disposal, and disclosure of any information in our software applications are controlled solely by the EAs which license our products. Akcia, Inc. cannot delete, change, or disclose any information 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.

In the event any third party (including the eligible student or parent/guardian of the eligible student) seeks to access education records, Akcia, Inc. will immediately inform the EA of such request in writing. Akcia, Inc. shall not provide access to such data or information 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 Akcia, Inc. receive a court order or lawfully issued subpoena seeking the release of such data or information, Akcia, Inc. 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.

In the event of termination of a license to use our products, Akcia, Inc. works with the EA, in accordance of the terms of the EAs contract, to destroy all student records contained in our systems and then will permanently delete all archival or backup copies of the agency's or institution's data. Akcia, Inc. shall not knowingly retain copies of any data or information received from EA once EA has directed Akcia, Inc. as to how such information shall be returned and/or destroyed. Furthermore, Akcia, Inc. shall ensure that it disposes of any and all data or information 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, Akcia, Inc. 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.

Akcia, Inc. 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.