FERPA and Integrity Advocate

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The Family Educational Rights and Privacy Act of 1974 is a United States federal law that protects the privacy of personally identifiable information (PII) in students' education records. In this document, we outline the privacy-first measures employed by Integrity Advocate to help institutions comply with the law.

What is the scope of the FERPA? The Family Educational Rights and Privacy Act of 1974 is a United States federal law that protects the privacy of personally identifiable information (PII) in students' education records. "Education records" are those records that are: directly related to a student; and maintained by an educational agency or institution or by a party acting for the agency or institution. FERPA provides parents and eligible students the right to access a student's education records, the right to seek to have the records amended, and the right to protect the PII in students' education records

Why does this matter? The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights in regards to their children's educational records.

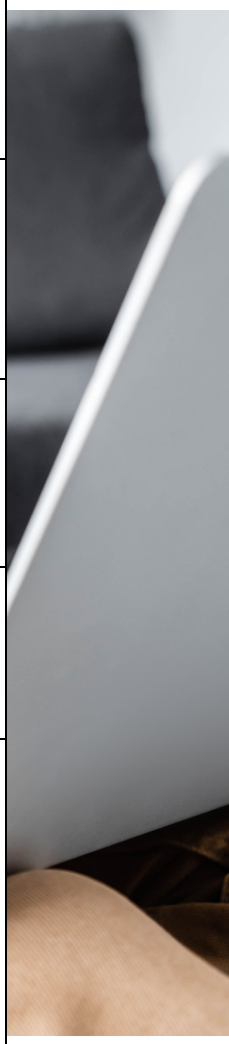
What do organizations need to do? Educational agencies and institutions must annually notify parents and eligible students of their rights under FERPA, so it's important that institutions select third-party services that comply with FERPA.

Complying with FERPA using Integrity Advocate

Integrity Advocate's services will compliment your organization's efforts to comply with FERPA. The table below illustrates how.

Provision	SSPO Recommendation	Resolution
Education Records	A photo or video of a student is an education record, subject to specific exclusions, when the photo or video is (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. A photo or video should be considered "directly related" to a student if the photo or video contains a depiction of an activity that resulted in an educational agency or institution's use of the photo or video for disciplinary action (or other official purposes) involving a student (or, if disciplinary action is pending or has not yet been taken, that would reasonably result in use of the photo or video for disciplinary action involving a student);" A photo or video should not be considered directly related to a student in the absence of these factors	Integrity Advocate's human reviewers, in addition to reviewing sessions for violations of an institution's participation standards, also screen out superfluous media that would be required for " disciplinary action" in order to ensure student privacy is not violated due to the retention and sharing of unnecessary media.
Data De-Identification	Provider may use de- identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Provider agrees not to attempt to re-identify de- identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re- identification."	Integrity Advocate does not use PII for product development, research, or other purposes. In fact, the limited PII that Integrity Advocate may retain for a designated period is not used for any purpose beyond what it was initially provided for.
Marketing and Advertising	"Provider will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the [School/District] only if student information is properly de-identified."	Integrity Advocate does not use student data for any purpose other than the specific purpose of verifying identity and confirming participation against institution rules.

Modification of Terms of Service	"Provider will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the [School/District]."	Integrity Advocate has made learner privacy the core of its service and would only endeavor to increase the level of privacy protection after first notifying institutions.
Data Collection	"Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement."	Integrity Advocates limits the personal data it collects, the time it is held, and the individuals/institutions that can see it. Integrity Advocate does not participate in any social media/networks that commoditize personal data and no emails provided are used for marketing purposes nor provided to external organizations.
Data Use	"Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement."	Integrity Advocate ONLY uses data for the purposes it was collected. This fact helps schools/districts maintain control over the use of FERPA-protected student information and ensure appropriate data use.
Data Mining	"Provider is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited."	Integrity Advocate does not participate in data mining or scanning of user content for the purpose of advertising or marketing to students or their parents.
Data Sharing	"Data cannot be shared with any additional parties without prior written consent of the User except as required by law." Or "The [School/District] understands that Provider will rely on one or more subcontractors to perform services under this Agreement. Provider agrees to share the names of these subcontractors with User upon request. All subcontractors and successor entities of Provider will be subject to the terms of this Agreement."	The student data that is collected has highly restricted access and is not accessible to subcontractor organizations. Any unforeseen extenuating circumstances that would make such an action necessary would require prior student/parent authorization.
Data Transfer or Destruction	"Provider will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to the [School/District] under the direction of the [School/District] when the Data are no longer needed for their specified purpose, at the request of the [School/District]."	All student data is subject to deletion at specified time frames and belongs to the student. Deletion timeframes are based on need and range from 24 hour to two years depending on the data. Data destruction is the only fully effective control to preventing third party access and improper disclosure.
Rights and License in and to Data	"Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the [School/District], and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data."	Integrity Advocate claims no intellectual property rights to School/District products through the provision of its services nor ownership to the student data collected and/or processed.



Access	"Any Data held by Provider will be made available to the [School/District] upon request by the [School/District]."	Integrity Advocate through its API and/or LMS integrations provides Schools/Districts full access to all data retained on its users immediately after initial processing as well as the findings of processing.
Security Controls	"Provider will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Provider will also have a written incident response plan, to include prompt notification of the [School/District] in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Provider agrees to share its incident response plan upon request."	Integrity Advocate utilizes all available industry best practices to secure the data it stores and process. Copies of tests/audits/assessments/policies/standards and response plans are available to Schools/Districts upon request. In the event of a security or privacy incident involving the School/District, or its students will result in prompt notification (as stipulated within the Integrity Advocate Incident Response Plan).

Conclusion

The challenge to online education services providing participation monitoring and proctoring services is to enable the best possible user experience with robust integrity controls and balance it with the required privacy protection for learners. Integrity Advocate's demonstrated compliance with FERPA allows for institutions to utilize our services with confidence that the intent of FERPA - **the protection of students' personally identifiable information (PII)** - has been met.

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