

# Mr. Elmer Policies

## *Privacy and Compliance Statement*

This serves as the Privacy and Compliance Statement for data and users of Mr. Elmer, LLC (ELMER) from a Local Education Agency (LEA, the LEA).

### **A. Minors and Child Online Privacy Protection Act (COPPA)**

All information collected and represented is supplied by the clients and users of the system or derived by this information. It is the responsibility of the users of the system to ensure proper consent (as necessary) of parents or guardians of any and all minors both using and represented in the system.

Data supplied by and intended for the usage by the LEA is considered an extension of the school's data infrastructure with respect to agreements for usage only. Data retention, access and deletion policies are defined by this agreement and other Service Level Agreements. Parental consent for usage of the data is considered an extension of parental consent of the same data as used by LEA.

Data supplied beyond the needs of this system will be deleted in a timely fashion as soon as it is discovered. Any concerns of COPPA violation or minors' data should contact [privacy@mrelmer.com](mailto:privacy@mrelmer.com).

Usage of the system by minors under the age of 13 must have additional consent before being allowed access. It is the responsibility of the LEA to gather and document this consent. ELMER will not gather or document this consent and will assume all users in the system have applicable privacy consents as required by law.

### **B. Family Educational Rights and Privacy Act (FERPA)**

Data collected, retention, and re-distribution is fully compliant with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) or FERPA.

Data supplied by and intended for the usage of the LEA is considered an extension of the school's data infrastructure with respect to agreements for usage only. Data retention, access and deletion policies are defined by this agreement and other Service Level Agreements. Parental consent for usage of the data is considered an extension of parental consent of the same data as used by the LEA. Pursuant to 34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii), ELMER is considered a "school official" with respect to FERPA compliance.

ELMER allows parents and eligible students access to requested collected information within 45 days.

Data is not disclosed, exposed, or used by any 3rd party sources for marketing or sales

purposes. Data including teacher names, student names, class names, and class locations may be used in conjunction with 3rd party communication tools for notifications which may include but are not limited to email and SMS. Any data collected by ELMER to be disclosed, exposed, or otherwise used by 3rd parties must be requested by the LEA as well as the 3rd party being compliant in all related laws including FERPA.

The LEA may request the data retained by ELMER be deleted at any time, resulting in an archive of the data being delivered to the LEA and information irrevocably deleted from ELMER systems.

Any requests for clarification, deletion, and access should contact [privacy@mrelmer.com](mailto:privacy@mrelmer.com).

### **C. Information Collected**

#### **1. Provided by the School or Users**

The system will use personally identifying information (PII) supplied by the LEA and respective users to provide expected functionality. Lack of this information may limit functionality. This information may include but is not limited to names, emails, addresses, phone numbers, genders, ages, and schedules.

Authority to collect and validity of the data is the responsibility of the LEA and users supplying the data.

#### **2. Data Collected Automatically or Systematically**

All activities within the system may be tracked and recorded for system functionality. This includes the issuance of hall passes and individual measurements of student data. All activities collected in this manner are created directly from users' actions and are not automatically generated or simulated.

Automatic processing of this information is considered a view of this information and not an additional collection. Processed data with removed PII, hall passes, and student behavior information may be stored for performance and cache reasons but will not be considered stored information for reasons of ownership by the LEA.

Collected data with PII, hall pass, and student behavior information is considered property of the LEA, subject to related access, retention, and deletion policies.

### **D. Communication**

Data coming in and out of the system is always transferred over an encrypted, trusted mechanism. Access via web protocols is always over SSL or an otherwise equivalent or better encryption scheme.

### **E. Cookies**

Users' browsers will have a cookie employed for tracking the logged in user and user

preferences as a convenience of the user. The session may be held indefinitely such that the user may automatically log in to the system upon returning to the site. If the user is on a shared computer, it is expected that the user will delete all cookies upon completing a session.

## **F. Security**

All users are given a username and password. All access is encrypted. If a user has forgotten their password, they may request a unique link to change their password sent to the email address registered to the system.

A user's initial password is randomized, unknown to both the LEA and ELMER. A link is sent to this user to set their initial password.

At no time, will ELMER staff ask for or even be aware of users passwords. The only mechanism to access a user's password is through a complete reset.

ELMER staff reserve the right to impersonate users for means of troubleshooting issues with accounts and validating functionality. At no time will ELMER users issue passes, measure behaviors, or perform other core functionality as the user without express consent of the user. Outside of support activities, at no time will ELMER users impersonate an LEA user without notification via email.

## **G. Access**

For the term length of a trial, contract, or other agreement described in a separate Memorandum of Understanding or Contract, all LEA information submitted, collected, and processed will be available through the website via user login. Only data pertinent to a specific user's rights will be accessible by that user.

After the term length of the trial, contract, or other agreement, unless superseded by an extension of this contract term or another contract, an export of the submitted and collected LEA data may be requested via email. Email requests may made to [data@mrelmer.com](mailto:data@mrelmer.com). Processed information will not be available at any time after the trial.

### **1. Teachers**

Teachers may only see behavior information relating to those students which they directly interact with on a daily basis. This includes students whom they have at least once in a class and those students the teacher has been explicitly allowed to access. These teachers may view all behavior data submitted by all teachers and staff for these students.

### **2. Restricted Support Staff**

Restricted support staff are not allowed to access any information about the behaviors of the students.

### **3. Non-Teaching Staff and Administrators**

All other staff may access all behavior data for all students as configured by the LEA.

4. Hallway Information

All staff may access all hallway information for all students.

**H. Marketing and 3rd Party Usage**

1. 3rd Party Usage

No data for LEA will be made accessible or supplied to other parties for sales or marketing without express written consent and request from LEA. User and student identification data may be used in communication notifications such as email and SMS, which may involve 3rd parties.

2. Marketing

No data, views, access or derived imagery from the LEA will be used to market ELMER products without express written consent of the LEA. Unless otherwise specified, the existence of a trial program at LEA may be used in marketing by ELMER, though submitted, collected, and processed data will not be used.

3. System Improvement

Data submitted, collected and processed from the LEA may be used by ELMER for overall system testing and improvement. This data may be used only internally by ELMER and only by ELMER staff. No 3rd parties will be able to access LEA data for system processing improvement without express written consent from both the LEA and ELMER.

**I. Deletion**

After the term length of the trial, contract or other agreement, unless superseded by an extension of this contract term or another contract, supplied and collected LEA data will be retained for at least 45 days and no more than 90 days. After this point, LEA data may be irrevocably deleted and requests for exports will be unable to honored.

**J. Google Services**

Optionally, users may use Google Drive integration to associate student-related files with their students. Accounts using this feature will require full Google Drive access as well as knowledge of their Google email address. No access of an email account is required, only the existence of one and the address.

The only actions taken by ELMER will be (1) to assign writer or owner rights (as decided by the user) for shared files to ELMER accounts, (2) the existence of files chosen to be shared with a student for those users with allowed access to the student, and (3) assignment of read-only rights to those users allowed to access a specific student's files.