

Handwriting Without Tears<sup>®</sup>  
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**QUOTATION**  
 Plymouth Public Schools  
 Quote # - CT163424



9/28/2016

Dear Ms. Parsons,

Thank you for your quote request! When you are prepared to submit your order, I have included a small list below of our different ordering methods. You are welcome to use whichever method is most convenient.

1. **Billed & Invoiced:** You can use a Purchase Order form or a school letter head which will need to include your billing and shipping address on it. You can attach this quote as well. We will need this scanned and emailed to [emailorders@hwtears.com](mailto:emailorders@hwtears.com) or you can fax it to 301-263-2707.
2. **Credit Card Payment:** You can submit your order online using a Visa or MasterCard. For HWT products, please visit [www.hwtears.com](http://www.hwtears.com). If you're only ordering Keyboarding licenses, you can visit [www.kwtears.com](http://www.kwtears.com). You can also order over the phone by calling us at 301-263-2700.
3. **Mailing a Check:** You can mail us a check for your order. Please include a copy of this quote with your check. \*We will also need to know where to ship your order\*, so be sure to include a school letter head or a document that indicates where to send your products.

Item	QTY	Price	Ext Price
KEYK - Keys for Me	89	\$5.80	\$516.20
KEY1 - My Keying Board	94	\$5.80	\$545.20
KEY2 - Key Power	89	\$5.80	\$516.20
KEY3 - Keyboarding	118	\$5.80	\$684.40
KEY4 - Keyboarding Success	98	\$5.80	\$568.40
KEY5 - Can-Do Keyboarding	133	\$5.80	\$771.40
<b>Total of items</b>	621		
<b>Subtotal</b>			\$3,601.80
<b>S&amp;H (10% of subtotal or flat rate of \$6.50 if under \$65.00)</b>			
<b>State taxes applicable if not tax exempt</b>			
<b>Total</b>			\$3,601.80

Order must match quote exactly. Prices cannot be used for any order other than this quoted order. Quote valid through December 31, 2016. If order does not match the quote, or if you need any adjustments made to your quote, you can contact us at: ---> <mailto:quotes@hwtears.com>

Best regards,

*Sean Parks*

## Keyboarding Without Tears® (KWT) Privacy Policy for the State of Connecticut

The following Privacy Policy summarizes the ways that Keyboarding Without Tears® (KWT) treats the information associated with the use of the KWT suite of digital products in public schools in Connecticut. Our goal is to protect your and your students' privacy. KWT will only collect and use data only for the purpose of fulfilling its duties and providing services to the school as required by the agreement between KWT and the school district. Please read this policy carefully. Your and your students' use of the KWT suite of digital products will constitute your agreement to this Privacy Policy.

We will not change how we collect, use, or share data under this Privacy Policy, without advance written notice to and consent from you.

This Privacy Policy deems the procedures and practices that govern the access, use, retention, and deletion of the Personally Identifiable Information (PII) of students to be of paramount importance to respecting and protecting the privacy and security of students. In particular, KWT's suite of digital products and services is used nationwide in the United States and our information and data use practices comply with the following federal regulatory frameworks enacted to protect and monitor the data privacy, security, integrity, retention, and deletion rights of students, parents, and schools who use KWT: Family Education Rights and Privacy Act (FERPA); Children's Online Privacy Protection Act (COPPA); Children's Internet Protection Act (CIPA); Protection of Pupil Rights Amendment Act (PPRA).

### **PII**

In the course of providing educational products and services to you, we may at times request and temporarily store certain types of personally identifying information about students in order to enable student login and student license-based access to selected applications in our suite of digital products and services. We adopt the definition of personally identifiable information set forth under the FERPA regulations, pursuant to 34 CFR § 99.3 ("Personally identifiable information"). We will not require a student to disclose more personally identifiable information than is reasonably necessary to participate in online activities. To enable a student's license-based access to our digital products and services, we collect basic account information (name, grade level) about the student. We may also collect basic account information (school, teacher name, teacher e-mail) of designated school officials to enable their management of the student licenses.

In the scenario in which a student may enter personally identifying information, we ask parents and educators to help us protect the privacy of students by instructing them never to provide personally identifying information without getting parental/guardian or teacher permission first. Please note that we also consider student data, metadata, and user consent as personally identifying information.

## **FERPA**

In compliance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and with regard to the availability of KWT in schools in the United States, we are first granted lawful access to directory information (specifically, student names) from student education records by school officials with legitimate educational interest in American public schools. We subsequently utilize students' names for the specific purpose of delivering KWT's suite of digital products and services to students with KWT licenses in those public schools. We also run reports associated with student names to indicate the number of KWT activities completed, days in use, and student performance reports based on KWT Spot Check metrics.

With regard to the rights that FERPA confers to parents or eligible students to inspect, review, correct, or otherwise access student education records maintained by public schools and shared with us by school officials with legitimate educational interest, we will cooperate with schools officials to ensure that the rights of parents and eligible students under FERPA, and the security of student education records are protected. KWT is fully compliant with FERPA. Specifically,

- Any sensitive online information is transmitted over secure, encrypted channels via Secure Socket Layer (SSL) as well as other layers of encryption.
- All student data is stored on secure servers utilizing encryption and firewall technology and are not publicly accessible.
- All student-related progress data is stored in an aggregated, anonymized, or non-identifiable format that is untraceable to individual students.
- KWT will not share a student's personally identifying information with third-parties.
- KWT will not use a student's personally identifying information to market or advertise to student's or their parents.

KWT 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. KWT agrees to share its incident response plan upon request.

## **COPPA**

In compliance with the Children’s Online Privacy Protection Act (COPPA) of 1998, KWT collects a limited set of personally identifiable information from users at different points in the website for internal use, enabling log-in of licensees, and monitoring program participation. Upon request, we provide access to a parent or school to review the child’s personally identifiable information, ask to have it deleted and refuse to allow any further collection or use of the child’s information. As part of our commitment to data privacy and security, we recognize that our student users under the age of 13 need special safeguards and privacy protection. To prevent unauthorized access, and maintain data accuracy, and ensure the correct and appropriate use of information, we have put in place commercially reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect.

## **CIPA**

The Children’s Internet Protection Act (CIPA) is a federal law enacted by Congress in December 2000 to address concerns about access to offensive content over the Internet on school or library computers. CIPA imposes certain types of on any school or library that receives funding for Internet access or internal connections from the E-rate program – a program that makes certain technology more affordable for eligible schools. In 2001, the Federal Communications Commission (FCC) issued rules implementing CIPA. KWT is in compliance with CIPA because KWT is self-contained and does not provide links to external resources or chat rooms. Moreover, KWT does not contain any offensive or inappropriate content or subject-matter. As a result, any school, library, or otherwise E-rate eligible educational facility that uses KWT will be fully compliant with CIPA.

## **PPRA**

The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. 1232h; 34 CFR Part 98) was enacted in 1978, and applies to student surveys, instructional materials or evaluations funded by the federal

government that deal with highly sensitive issues. The PPRA is inapplicable to KWT's suite of digital products and services because KWT is not funded by the federal government.

In compliance with this federal regulatory framework enacted by Congress to protect the data privacy and security rights of students, parents, and schools in today's digital marketplace as applied to online and cloud-based educational products and services, our information and data use practices include the following. We automatically collect and store: the name of the domain and host from which you access the Internet; the Internet protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access our sites; and the Internet address of the site from which you linked directly to our sites. We use this information only as anonymous aggregate data to determine the number of visitors to different sections of our site, to ensure the site is working properly, and to help us make our site more useful. We do not use it to track or record information about individuals.

## **CONNECTICUT STATE LAW**

- **Deletion of Student Data**

- Upon request by the Board of Education, KWT agrees to return all student data to the Board of Education in a useable electronic format. KWT further agrees to erase, destroy, and render unreadable all student data in its entirety in a manner that prevents its physical reconstruction, through the use of commonly available file restoration utilities.
- Upon expiration or termination of the relevant agreement between KWT and the Board of Education for KWT's provision of educational digital products and services, unless data retention is requested by a student or parent or legal guardian of a student, KWT agrees to erase, destroy, and render unreadable all student data in its entirety in a manner that prevents its physical reconstruction, through the use of commonly available file restoration utilities.

- **Review or Correction of PII**

- Upon request, we provide parents, legal guardians and students the ability to review and correct their personally identifiable information (PII). A parent, legal guardian, or

student may contact our Customer Service department and submit a request for such review. Once the request is submitted, our Legal Department and in-house Information Technology Department reviews the request, verify the correctness of PII. If the PII is incorrect, we make the proper corrections and provide notice to the District and the submitter of the request that such a request was submitted and addressed. Noteworthy, the KWT application currently only requires a student first name and last initial. No other personal identifiers are required or stored. Teacher information requires a valid e-mail address. Standard +Live Insights (“+LI”) users (e.g. teachers) may maintain the student names via +LI user interface. Clever customers do not have the ability to update Student information, including rostering.

- o These requests are currently handled by exception when a customer contacts Customer Service. There is no function to provide this through the application or the +LI dashboard, except for non-Clever customer teachers being able to change the student first and last name. Clever customers may do this at anytime by contacting their school to have the Student Information System (SIS) updated which will be applied to the KWT database within a 24-hour period of the school updating their SIS/Clever information so the change would be maintained in the SIS and trickle down to +LI via the Clever synchronization process.

- **Data Breach Notification Procedure**

- o If ever an unauthorized disclosure of student records occurs, our Legal Department will promptly follow KWT’s data breach policy response protocol. Within this protocol, the first step is validating the data breach, including examination of initial information and server and application logs to confirm that the breach has occurred, including identification of the information disclosure and method of disclosure (internal/external disclosure, malicious attach, or accidental). After the data breach has been validated, step two of our protocol assigns an incident manager responsible for investigation who in addition to investigative activities, also produces breach response documentation. Step three of our protocol assembles an internal incident response team that determines if the status of the breach is on-going, active, or post-breach, whereby such status defines corresponding actions required to prevent

further data loss by securing and blocking unauthorized access to systems/data and associated mitigation efforts. Step four of the protocol determines the scope and composition of the breach, including the identification on all affected data, machines, and devices, and location, obtainment, and preservation of all written and electronic logs and records applicable to the breach for examination. Step five of the protocol reaches out to the data owners, in this context, the affected parents, legal guardians and/or eligible students. Step six of the protocol works with the District to notify the Family Policy Compliance Office (FPCO) of the breach to aid in the determination of the resulting potential harm caused by the unauthorized disclosure.

- **Security Policy**

- We have taken necessary steps to ensure our system runs are secure from internal hacking and attacks. Concerning the access to District data, we do not share any data with external vendors. We perform backups of the data. We require HTTPS and SSH for all communication to our servers, including for private API/web services. Only selected ports are open as needed. All access to all databases and servers are secured by firewall rules (by IP address, port, and protocol). See *Exhibit A - KWT Security Overview*. We perform weekly restores on secure servers within our in-house IT infrastructure.

- **Governing Law**

- Connecticut state law governs the contract between KWT and the Board of Education and the terms and conditions of this privacy policy.

- **Severability**

- In the event of litigation between KWT and the Board of Education based on the contract between the parties or this privacy policy, a court finding of invalidity of any contract provision shall not invalidate other contract provisions or applications that are not affected by the finding.

# **Keyboarding Without Tears (KWT): Data Use Policy in Public Schools FAQ**

## **How Does Keyboarding Without Tears Store Data and Who Owns it?**

The school district owns the student data, including: (1) roster data (2) progress data. Roster data is personally identifiable information, either inputted by users online or pulled from student education records (SER) that public schools conditionally and temporarily share with us for the duration of our contractual relationship with those public schools. Our access to roster data helps us link our KWT licenses to students in your school and manage which students are in which classes. Progress data is contextual, transactional, and generated when students complete KWT activities. In the course of providing educational digital products and services to schools, we collect progress data for the purpose of monitoring student participation and progress in the KWT curriculum.

## **Do We Sell or Trade the Roster Data We Collect and Use to Third-Party Vendors?**

No, we do not.

## **What Happens to the Data After Public Schools Stop Using KWT?**

If you choose to stop using our solution, our contractual relationship with your public school would terminate. At this point, if requested by the public school, we would first provide a data export of the student data. Otherwise, we would proceed to expunge all student data associated with your public school from our data warehouse.

## **What Information Do You Require for a Student Account?**

In the separate contexts of in-school/class use and at-home use, we require the following identifiers to enable KWT log-in functionality. These identifiers are typically associated with the directory information of a public school's student education record:

- For in-school/class use: First name, last name, and grade level. The last name is only absolutely required to distinguish one from another bearing the same name in the same class, but we recommend including it.
- For at-home use: In addition to first name, last name, and grade level, a parent/caregiver e-mail is a required piece of data collected for students/teachers wishing to continue using KWT at home. We use these email addresses to provide a student specific link to the program to the parent/caregiver, such that the app's usage may be continued at home.

# Exhibit A: Keyboarding Without Tears (KWT) Security Overview

## Software Security

### Data Transmission

Communication between a client application and our backend servers is via a secure, private API requiring the use of a proprietary, dynamic security token for all web service calls.

### API Calls

All web service calls are made over HTTPS using TLS cryptographic protocol. This ensures integrity of the data being transmitted; using unique session keys to encrypt/decrypt the data over the wire. Each web service call is also stateless, meaning authorization must be made by each subsequent service call, due to not storing any relevant 'state' information on the servers to link web service calls to a specific API client.

### User Data Isolation

As data enters into the database, the particulars used to positively identify a user (teacher or student) are isolated as much as possible and replaced with synthetic identifiers used throughout the data model. The user elements retained, such as student name or teacher name to make the applications effectively usable.

During normal use of the application, these identifiable elements are visible via the applications by the user with proper access credentials. Upon terminated of the contract and written request from the customer, these elements are permanently destroyed.

### Student Identifiable Information

As much as possible, a minimal amount of Student identifiable information is maintained in the database exclusively and expressly for the purposes of student login (authentication) and application personalization. Such information currently only includes student first name, last name, grade and optionally parent(s) email addresses. Upon entry into the database, the Student Identifiable Information is assigned a synthetic ID used through all operations and reporting with in the system. The Student Identifiable Information may be destroyed upon written customer request.

## Facility Security

The data centers used to operate our infrastructure are run by industry leading providers with decades of experience designing, building and running highly available facilities with multiple, redundant paths for power, networking, physical and virtual security facilities.