

## **Voyager Expanded Learning, LP (Voyager)**

### **Privacy Statement for Voyager VmathLive**

This site, [www.vmathlive.com](http://www.vmathlive.com) (the "Site" or "VmathLive") provides you and your students access to Voyager's VmathLive. As used in this Agreement, the terms "we," "us," and "our," mean Voyager, and "you" and "your," refer to anyone that purchases, accesses or uses VmathLive, including, but not limited to, schools, school districts, representatives of schools or school districts, teachers, parents, and legal guardians. This system is an integral component of Voyager's curriculum products and provides valuable reporting, instructional recommendations, and other resources used by teachers and other instructional leaders in conjunction with Voyager's curriculum with the goal of improving student performance.

This statement describes the privacy and security practices Voyager employs for this Site. We have adopted these practices to protect you, the students, and the school district, and to enable each of us to comply with applicable legal requirements. Use of this Site requires district acceptance of the practices outlined in this statement.

Two types of personally identifiable information are used on this Site: **your personal data** and **student data**.

#### **Your Personal Data**

Collection: Voyager collects information from you as you use this Site. For example, you must enter certain personally identifiable information, including your name, e-mail address, and phone number. We use this information to verify your identity and prevent unauthorized access to your account and to contact you in connection with your use of this Site.

In addition to the information you provide, we use certain commonly-used Internet technologies to collect information about users of the Site. For instance, we use "cookies" (small pieces of information that are transferred by a website and stored on your computer) to determine how users reached the Site and to track user usage patterns during visits. We use the information we collect from cookies to improve the function, content, appearance, and capability of the Site. Most web browsers automatically accept cookies, but users can turn that feature off by changing browser preferences to refuse cookies, or to prompt the user to accept each cookie. We do not store any personally identifiable information in cookies. We also collect information from the user's web browser every time a page is requested during a visit to our website. This includes user IP address, operating system, web browser software, screen resolution, and referring website. We may also track user traffic and pathways on the Site. We use this information to improve the functionality of our website. We also use aggregated information (that contains no personally identifiable information) to provide anonymous statistical information to suppliers, advertisers, affiliates, and other current and potential business partners.

Protection: Because you enter your personal data, you control its accuracy. If you discover that your personal data is inaccurate or if it changes, you may make corrections by notifying us at [support@voyagerlearning.com](mailto:support@voyagerlearning.com) or 888-399-1995. We will not share your personal data collected through this Site with third persons without your consent. However, your personal data will be available to authorized users from your school district who have permission from the school district to access it. We will not use your personal data collected through this Site for any purpose other than providing you with access to this Site and the associated services, and to notify you of, and make available to you, additional services. We will use the same security to protect your personal data that we use to protect student data collected through this Site.

## **Student Data**

Two types of student data are collected on this Site: (1) data entered by you in the setup process, and (2) data collected by students as they use VmathLive (together, "Student Data"). Federal law (the Family Educational Rights and Privacy Act, "FERPA") requires limitations on disclosure of Educational Records (as defined in FERPA) and implementation of appropriate security measures to protect Educational Records. To help your school district comply with FERPA, Voyager has adopted certain practices, and requires that educators using this Site fulfill certain responsibilities to safeguard Student Data. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR USE OF THIS SITE DOES NOT VIOLATE APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, FERPA. The following statement explains our practices and your responsibilities regarding the Student Data on this Site.

## **Student Data Security and Confidentiality Statement**

Purposes of Data Entry and Collection: Student Data entered and collected on this Site should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are instructed not to enter, data about students that is not relevant to this legitimate educational purpose.

Data Entered: Only a minimum amount of Student Data required for the setup of the system is requested. We require student first name, student last name, and student identification number. Additional data, not specific to the student, is also required to complete system setup, including the teacher first and last name, class name, grade level, and school name. Student demographic data, for the purposes of optional disaggregated reporting, is requested separately from the initial setup data and is obtained only with written permission from your district.

Data Collected: In addition to the Student Data you enter, the Site will collect Student Data as the students use the Site. This data includes scores and answers on the VmathLive exercises, but may include other data.

Use, Disclosure, and Storage: We will use the Student Data to provide the services to your school district. We will not keep the Student Data after you or the school district instructs us to delete it, unless we are required by law to keep it. You may not disclose or otherwise use the Student Data entered or collected on this Site for any unauthorized purposes.

We will only disclose Student Data to authorized employees or representatives of the school district, and will not knowingly disclose the Student Data to any third person without express written authorization with the exception of the High Score List and Mathlete of the Week Award as described below. When, at the request of the district, we acquire assessment or other information, including personally identifiable Student Data, from a third party source we treat that information with the same confidentiality and security safeguards as though it were provided directly by the district. Additional agreements may be required by the third party to authorize transmission of data to Voyager.

Your district may from time to time request that Voyager provide Student Data to third parties of its choosing. We will do so with written authorization, which acknowledges that Voyager is providing that data as your district's agent and that once the data is received by the third party, Voyager no longer has any control over the use or disposition of the data.

We may also use aggregated data in our research, product development, and marketing. That aggregated, non-personally identifiable data (e.g., summary or statistical data) may be shared with third parties. However, we do not use personally identifiable Student Data to market any products or services directly to students or their parents.

In the event that Voyager wishes, from time to time, to release aggregated data that identifies your school or school district by name, Voyager will enter into a separate agreement with you to authorize release and publication.

High Score List: The Site will feature a high score list accessible to the public. This high score list will include the first name, last initial, school name, and high score of the top ten scoring students. The list may display the information of the top ten scoring students of the day, the week, the year, or all time. The high score list may include the top ten students of a school, a district, a state, the entire United States, a collection of countries, or even world wide. If you feel that applicable law requires parental consent for the disclosure of the high score list it is your responsibility to obtain such consent.

Mathlete of the Week: The Site will feature a Mathlete of the Week which will be randomly chosen from the higher scoring students. The award will list the student's first name, last initial, school, and winning score. The award will be viewable by the public on the Site. If you feel applicable law requires parental consent for the disclosure of the Mathlete of the Week it is your responsibility to obtain such consent.

Data Quality: You are responsible for keeping the Student Data that you enter accurate, complete and up-to-date. If you recognize that Student Data is inaccurate, incomplete, or out-of-date, you are responsible for correcting it. If you experience problems making corrections to Student Data, please notify us at [support@voyagerlearning.com](mailto:support@voyagerlearning.com) or 888-399-1995 and we will assist you with making corrections.

Security Safeguards: We are committed to protecting Student Data against unauthorized access, destruction, use, modification or disclosure. Protecting Student Data requires efforts from us and from you. We will implement reasonable and appropriate safeguards when collecting Student Data from you and the students and when storing that Student Data in our database and you will observe our security safeguards and exercise reasonable caution when using this Site.

Specific institutional and technological security safeguards include:

1. Only Voyager employees who are authorized to handle Student Data are able to access the database.
2. Only school district employees and representatives that the district authorizes as school officials are permitted to access the system. It has a hierarchical permissions system.  
This means:
  - a. A teacher will only be able to see data for his/her class.
  - b. A Principal, coach, or other authorized campus user will be able to view all data at a given school.
  - c. An authorized district-level employee, such as an instructional coordinator or Superintendent, will be able to see all data across the district.
3. Each authorized school official is given a username and password valid only for the duration of the academic year, including a summer program if applicable. You must safeguard your username and password, and not permit any unauthorized access to Student Data entered or kept by Voyager.
4. Upon written request by the district, Voyager will destroy any Student Data for districts who no longer participate in a Voyager program. Voyager will provide written verification that the data has been destroyed as requested.
5. If a district has not used any Voyager product for a period of ten years, Voyager will provide written notice that the Student Data pertaining to their district will be destroyed, unless the district requests the records be kept. Upon destruction, Voyager will provide written verification that the data has been destroyed.
6. Voyager uses industry standard server and network hardware and software to protect data from unauthorized access or disclosure.

**General**

Disclosure of Information for Sale or Transfer of Ownership: If we sell our company or if any third party takes ownership or control of our company, we may transfer any information (including personally identifiable information) we collected to the third party purchaser or party taking ownership or control. All such information will remain subject to this Privacy Policy unless you and the third party agree otherwise.

Third Party Providers: We may use third party service providers to provide features, functions and other aspects of the Site, and we may permit those third parties to access your information and the Student Data as necessary to perform their obligations, provided that such third parties agrees to the terms of this Privacy Policy.

When you use this Site, you consent to our privacy practices and agree to accept the responsibilities outlined in this statement.