

# SOPPA: Lessons Learned in the First Year of Implementation

IASBO Conference

May 5, 2022



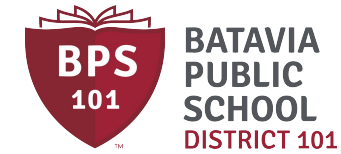
#iasboAC22



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# Introductions

**Anton (Tony) Inglese**, CETL, SFO  
- *CFO, Batavia USD 101*



**Chris Wherley**  
- *Director of Technology Services, Learning Technology Center of Illinois*



**Gannon Harris** (Moderator)  
- *Account Manager, Skyward, Inc.*



# Outline

1. Basic SOPPA Requirements
2. Navigating Contracts and DPAs
3. Issues at the Intersection of Privacy, Curriculum, and Technology
4. Helpful Management Software

# Basic SOPPA Requirements

# Student Online Personal Protection Act

SOPPA amendment became effective July 1, 2021. It requires that student data is protected when collected by educational technology companies and that the data is used for beneficial educational purposes only (not marketing or selling student information).

# Data Privacy Agreements Include

- A. The categories of covered information to be provided to the operator
- B. A statement of the product or service that the operator is providing to the district;
- C. A statement that the operator will implement and maintain reasonable security procedures and practices
- D. A statement that the operator is acting as a school official under the Family Educational Rights and Privacy Act (“FERPA”);
- E. A description of how the district and operator will allocate costs for investigating and remediating a data breach attributable to the operator (including costs for notifying parents and regulatory agencies, credit monitoring, legal fees and audit costs, or any other damages that the district incurs);
- F. A statement that the operator must delete or transfer to the district all covered information that is no longer needed for the purposes of the agreement; and
- G. A statement that the written agreement will be published on the district’s website.

# Navigating Contracts and DPAs

# Key Parts and Components of IL DPA v1.0a

## Appendices

- A. Description of Services
- B. Schedule of Data**
- C. Definitions
- D. Directive for Disposition of Data
- E. General Offer of Privacy Terms
- F. Data Security Requirements
- G. Supplemental State Terms for Illinois
- H. Additional Terms or Modifications**



# Beware: Signed Agreements and (In)compliance

- DPAs that do not match the current official version 1.0a
- DPAs that do not capture actual student data elements shared
- Company policies and practices that do not comport with DPA requirements
- “Notwithstanding” terms found in Exhibit H

# (In)compliance?

From the IL DPA for  
Class Dojo:

## **5. New Section Added By Ex. G – Reimbursement of Expenses Associated with Security Breach**

**Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during

the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

The Section above shall be subject to the Limitation of Liability Section set forth in the Service Agreement.

# Issues at the Intersection of Privacy, Curriculum, and Technology

# Privacy Evaluation Frameworks

- IMS Global
- commonsense.org
- Education Framework

# IMS Global Rubric



- Data Collected
  - Security
  - Third Party Data Sharing
  - Advertising
- 
- (A)(B)(C) Indicates which expectation an item falls under.
    - (A) Does Not Meet Expectations
    - (B) Meets Expectations (Reservations)
    - (C) Meets Expectations



# “Approved” vs. Recommended

- “Approved” for use does not mean “recommended” or useful for instruction
- There are often many tools for any given task, with varying costs and values

# Classifying Curricular Materials

- **Anchor materials** are foundational instruments of the adopted curriculum and are to be available and accessed by all students and teachers of a particular course or grade level. Since they serve as the basis for instruction of a course or unit, use of anchor materials is required and adoption is subject to Board approval.

# Classifying Curricular Materials

- **Supplemental materials** are resources that extend or strengthen the curriculum, particularly for students with intervention or enrichment needs. All supplemental materials shall be approved by the Curriculum Committee and may be used at the teacher's discretion based upon instructional strategy and student learning needs.



# Classifying Curricular Materials

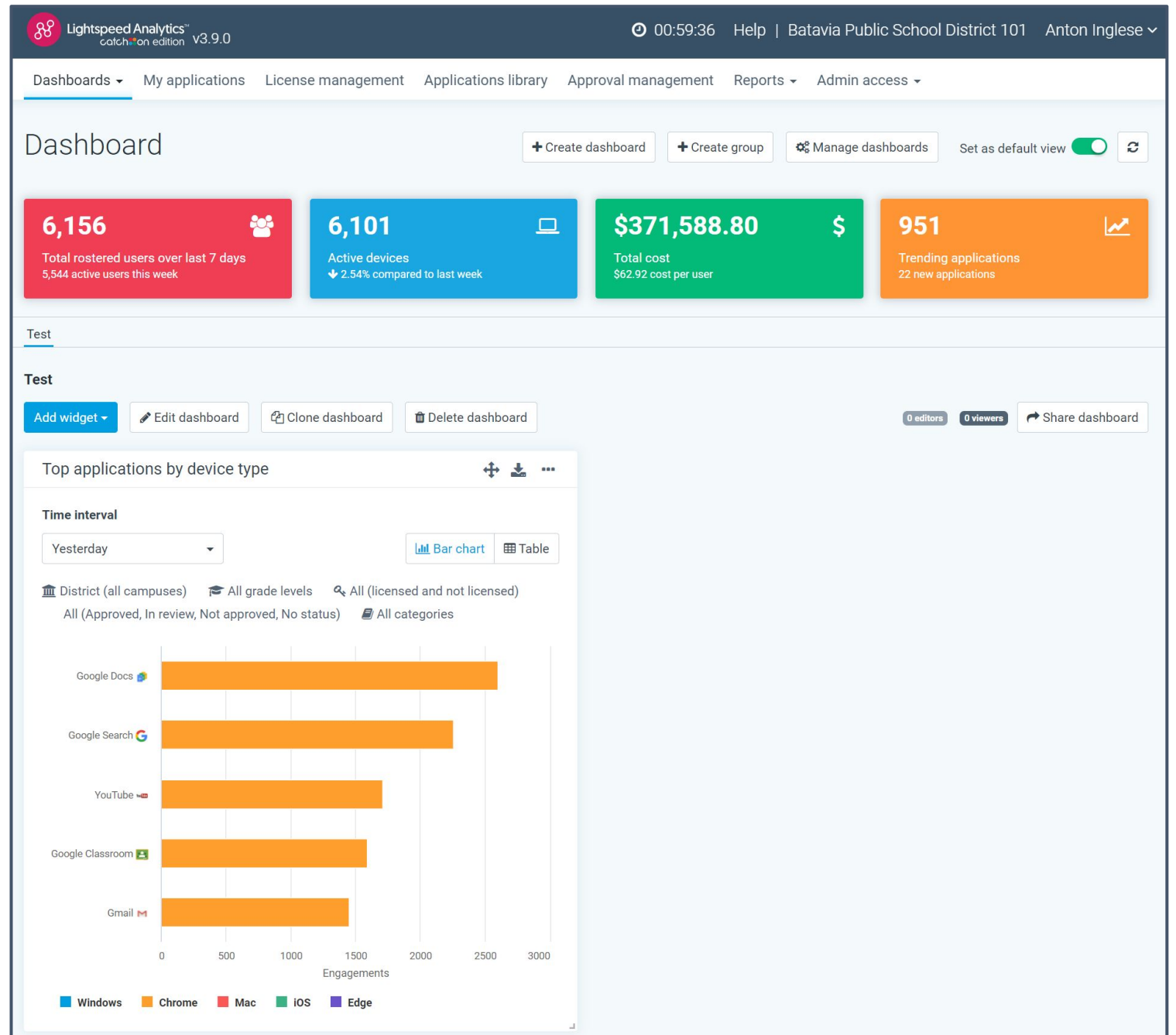
- **Responsive materials** are not part of the approved curriculum but are selected by teachers, teacher teams, or schools to meet student needs. Often, responsive materials serve to connect the curriculum with timely topics or events, address gaps in anchor and supplemental materials, or address individual student needs. Identification and use of responsive materials are at the teacher's discretion and acquisition is a school-level responsibility, subject to Board policy.

# Helpful Management Software



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# Catch-On



# Catch-On

## Student data privacy dashboard

Set as default view ☐

### New trending apps



#### Time interval

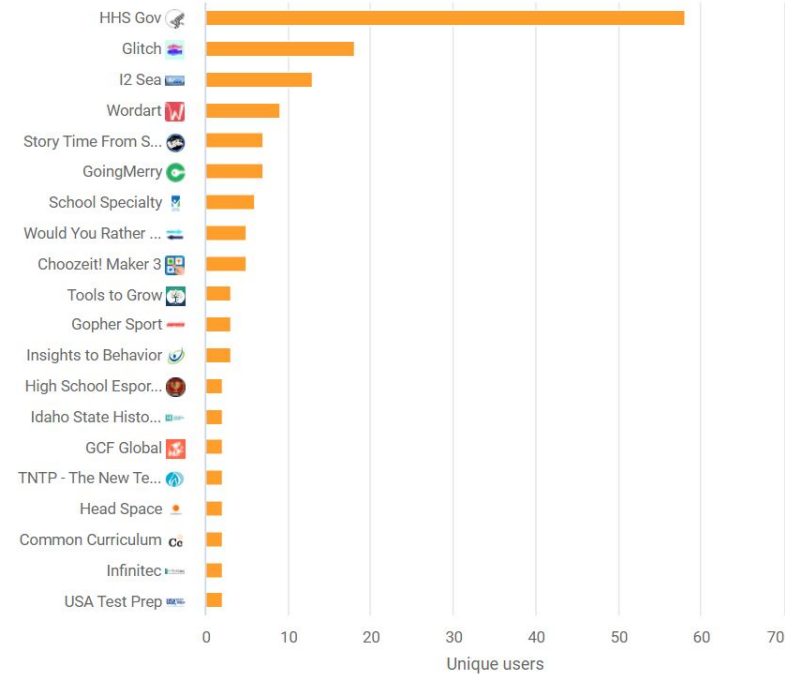
Last 30 days

Unique users

Engagements

Devices

[View all in Trending apps](#)



Windows Chrome Mac iOS Edge

### Apps without approval status with student login



#### Time interval

Last 30 days

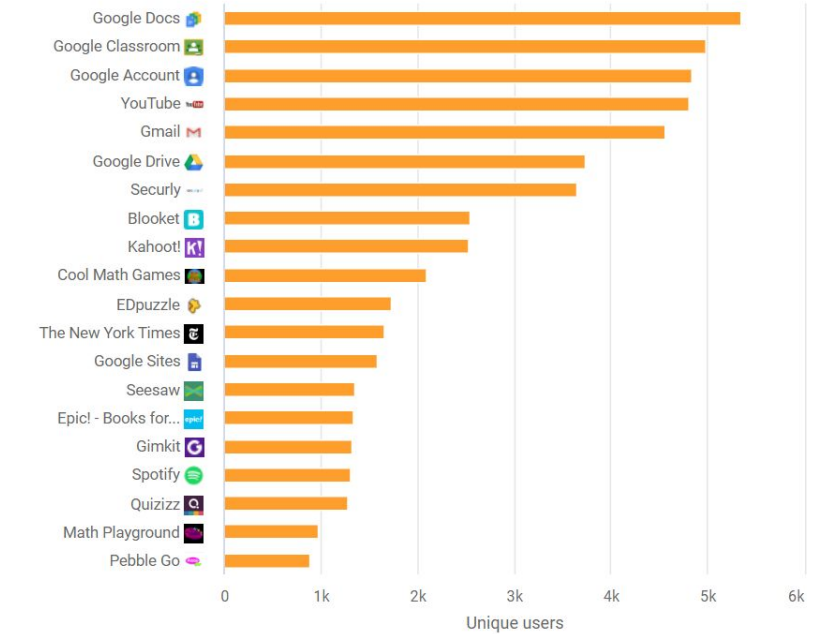
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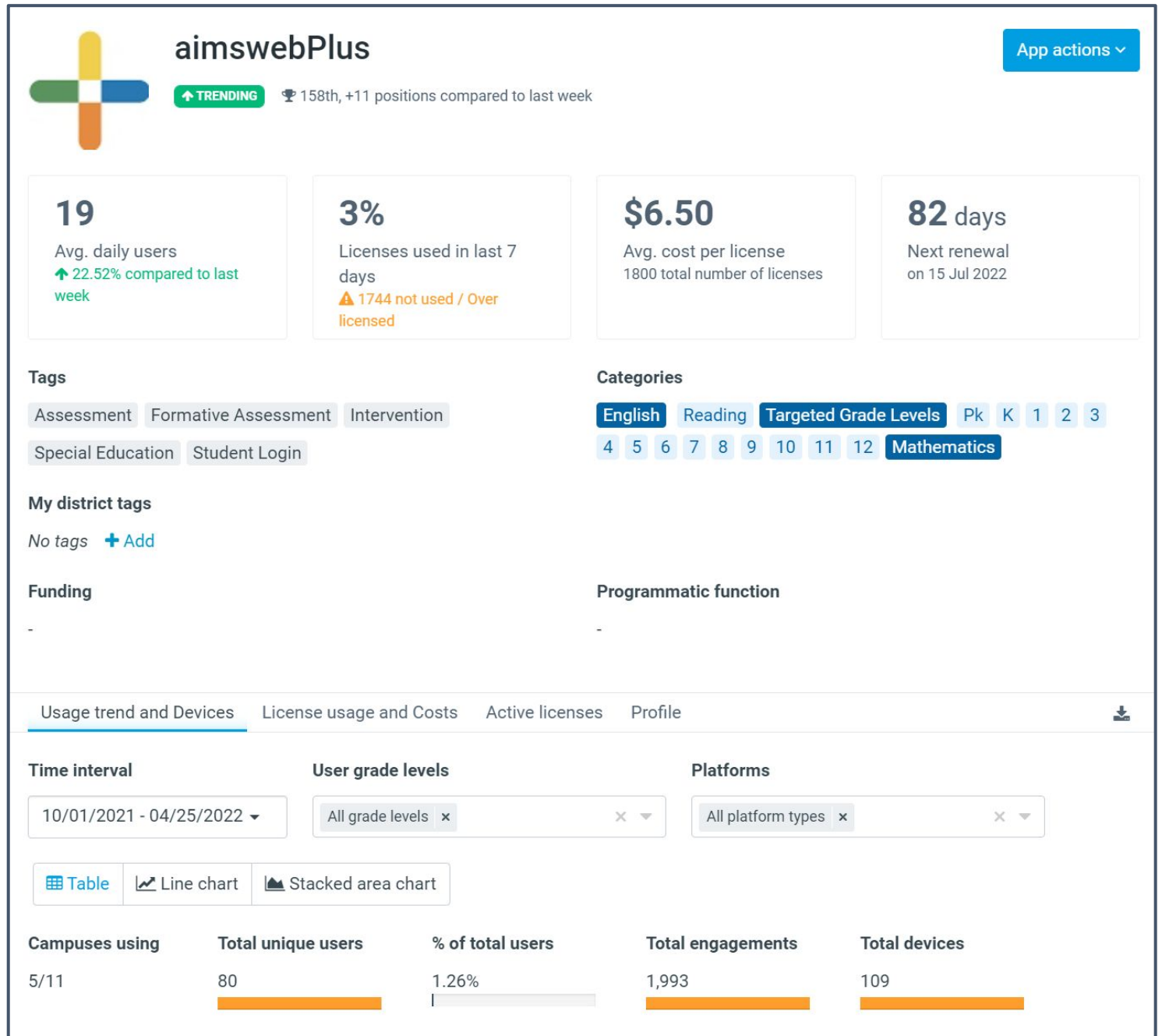
[View all in Trending apps](#)

Student Login Not approved




Windows Chrome Mac iOS Edge

# Catch-On



# Homegrown Solutions

 BATAVIA PUBLIC SCHOOL DISTRICT 101 <h2>Contracts</h2>			
<input type="text" value="Search All.."/>			
<div><div>Sort By ▾</div><div>Grade ▾</div><div>Clear Filters</div></div>			
	Party Name	Application Name	Grades Impacted
<a href="#">More Info</a>	Encyclopedia Britannica	Britannica School, Britannica ImageQuest,	Pre-Kindergarten, Kindergarten, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th
<a href="#">More Info</a>	Don Johnston Inc.	Snap & Read Universal, Co:Writer, uPAR, Word Bank Universal,	Pre-Kindergarten, Kindergarten, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th,
<a href="#">More Info</a>	BrainPOP LLC	BrainPOP, BrainPOP Jr, BrainPOP Espanol, BrainPOP Francais, BrainPOP ELL	Pre-Kindergarten, Kindergarten, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th

# Questions and Answers

*We thank you for your time!*



# Presenters:

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