

**STATE OF CONNECTICUT  
OFFICE OF THE ATTORNEY GENERAL**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Connecticut Attorney General (“Attorney General”) and Illuminate Education, Incorporated (“Illuminate”) (collectively, with the Attorney General, the “Parties”) to resolve the Attorney General’s concerns regarding Illuminate’s alleged failure to properly safeguard the personal information of students in Connecticut as demonstrated by a data security incident discovered in January 2022 (“Incident”). In consideration of their mutual agreements to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**INTRODUCTION AND PARTIES**

1. This Assurance constitutes a good faith settlement between Illuminate and the Attorney General of claims related to the Incident.
2. The Attorney General is the chief legal officer for the State of Connecticut. The Attorney General, in conjunction with the Connecticut Commissioner of Consumer Protection, is authorized to enforce violations of Connecticut Unfair Trade Practices Act (“CUTPA”), as set forth in Conn. Gen. Stat. § 42-110a, *et seq.* Further, the Attorney General is authorized to enforce the Connecticut Safeguards Law, Conn. Gen. Stat. § 42-471 (“Safeguards Law”) and Connecticut’s Data Breach Notification Law, Conn. Gen. Stat. § 36a-701b (“Data Breach Notification Law”).

3. Illuminate is an education technology company that offers holistic data and collaborative instructional tools. As of 2022, Illuminate provided solutions to 5,200 districts and schools across all fifty states, involving over 17 million U.S. students. Illuminate is a foreign corporation authorized to operate in the State of Connecticut pursuant to a certificate of authority issued April 20, 2018 that is incorporated in the State of California and has a principal business address of 2911 Peach Street, Wisconsin Rapids, WI 54404. Illuminate was initially founded in 2009 and reformed through a merger of five education technology companies in 2018 and subsequently merged with FastBridge Learning in 2018 and became a wholly owned subsidiary of Renaissance Learning, Inc. on April 1, 2022.

### **FINDINGS**

4. Illuminate has provided one or more products to up to six Connecticut local or regional Boards of Education since 2018. Such products include eduCLIMBER, IO Classroom, and IO Insights. Illuminate is a “contractor” as defined by Conn. Gen. Stat. § 10-234aa(1) and an “operator” as defined by Conn. Gen. Stat. § 10-234aa(2).

5. On January 8, 2022 Illuminate became aware of suspicious activity on certain applications within its network, impacting specific databases. The Incident resulted in an outage of some of Illuminate’s school solutions. Once Illuminate identified the cybersecurity threat, it removed the threat actor from its systems the same day.

6. Illuminate concluded its investigation of the Incident on March 24, 2022 and confirmed that certain databases containing student information were subject to unauthorized access for the period December 28, 2021 through January 8, 2022. As a result of the investigation, on or about April 5, 2022, Illuminate provided notice of the Incident to impacted local or regional

Boards of Education. In its notice, Illuminate offered to provide impacted individuals free credit monitoring and identity theft services for up to twelve (12) months.

7. The affected databases included one or more of the following for each student: student names, academic and behavior information, enrollment information, accommodation information, special education information, and/or student demographic information, thus the information is capable of being associated with a particular individual. However, the categories of data compromised for each student were based on which applications or tools were used by the relevant local or regional Board of Education. A total of 28,610 students in six school districts were impacted.

8. As a result of the Incident, Illuminate has undertaken multiple information security enhancements, including with respect to identity and access management, incident detection and response, encryption and related tools, training, assessments and audits, and policy enhancements.

9. In 2016 Illuminate signed the Future of Privacy Forum's "Student Privacy Pledge," which included representations as to certain information security practices in the handling of student data that Illuminate did not, in fact, perform. In 2020 the Student Privacy Pledge was updated, and Illuminate remained a signatory of the updated Student Privacy Pledge.

10. In August 2022 the Future of Privacy Forum dropped Illuminate from the Student Privacy Pledge, citing non-compliance with its Pledge commitments, specifically with respect to Illuminate's technological safeguards.

11. The Attorney General's investigation alleges that Illuminate failed to employ reasonable measures to protect personal and individually identifiable data, in violation of the Safeguards Law and CUTPA.

## **APPLICATION**

12. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to Illuminate, its subsidiaries, successors and assigns.

## **DEFINITIONS**

13. “CUTPA” shall mean the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b *et seq.*

14. “Effective Date” shall be the latest of the dates on which the parties execute this Assurance.

15. “Illuminate Product” shall mean eSchoolData, eduCLIMBER, DnA, FastBridge and SchoolCity, and includes all versions and revisions.

16. “Personal Information” shall mean any Personal Information, as defined in Conn. Gen. Stat. § 42-471(c)(1), including “Student Information” as defined in Conn. Gen. Stat. § 10-234aa(4), that Illuminate receives, collects, or maintains in connection with an Illuminate Product, including information received from a School District or from a student, parent, guardian or other individual authorized by a School District to interact with an Illuminate Product.

17. “Safeguards Law” shall mean Conn. Gen. Stat. § 42-471.

18. “School District” shall mean an entity that contracts for any Illuminate Product. This term shall include, but not be limited to, contracting local or regional Boards of Education.

19. “Student Data Privacy Law” shall mean Conn. Gen. Stat. §§ 10-234aa-dd.

20. “Third-Party Service Provider” shall mean any person or entity, other than Illuminate, which Illuminate authorizes to receive or collect any Personal Information from or in

connection with an Illuminate Product in order to perform some service or function for said Illuminate Product.

21. “Unique Personal Identifier” shall mean a persistent identifier in Personal Information that can be used to recognize a specific person, or a device that is linked to a specific person, including, but not limited to: a device identifier; an Internet Protocol address; cookies, beacons, pixel tags, mobile ad identifiers, or similar technology; customer number, unique pseudonym, or user alias; telephone numbers, or other forms of persistent or probabilistic identifiers that can be used to identify a particular person or device that is linked to a specific person. “Unique Personal Identifier” shall include “Persistent unique identifier” as defined in Conn. Gen. Stat. § 10-234aa(12).

## **INJUNCTIVE PROVISIONS**

### *GENERAL COMPLIANCE*

22. Illuminate shall comply with CUTPA and the Safeguards Law in connection with its collection, maintenance, and safeguarding of Personal Information and shall maintain reasonable security policies and procedures designed to safeguard such information from unauthorized access, use, or disclosure.

23. Illuminate shall not make any misrepresentations or omissions concerning the extent to which it maintains and protects the confidentiality, integrity, or security of Personal Information, including but not limited to:

- a. Illuminate’s collection, use, or disclosure of Personal Information;

- b. The extent to which School Districts or a student, parent or guardian associated with that School District can control the privacy of Personal Information;
  - c. The extent to which Illuminate makes or has made Personal Information accessible to any Third-Party Service Providers;
  - d. The steps Illuminate takes or has taken to verify the privacy or security protections of any Third-Party Service Provider who is provided access to Personal Information; and
  - e. The extent to which Illuminate protects the privacy, confidentiality, integrity, and security of Personal Information.
24. Illuminate shall comply with the Student Data Privacy Law.

#### *CONTRACT REVIEW*

25. Within thirty (30) days of the Effective Date, Illuminate shall review all current contracts with any Connecticut local or regional Board of Education for compliance with Conn. Gen. Stat. § 10-234bb. Within sixty (60) days of such review, Illuminate shall provide a copy of each contract along with a statement to the Attorney General that each contract does or does not comply with Conn. Gen. Stat. § 10-234bb. In the event that any such contract does not comply with Conn. Gen. Stat. § 10-234bb, Illuminate shall offer the School District an amendment as to the contract that brings any such contract into compliance, but within not less than sixty (60) days from completion of the contract review. Upon completion of any necessary remedial steps, Illuminate shall provide a statement to the Attorney General as to the remedial steps undertaken and whether the contract now complies. In the event that the contract does not comply, Illuminate

shall provide details as to non-compliance, including if a School District declined to execute an offered amendment.

## *INFORMATION PRIVACY AND SECURITY PROGRAM*

### *SPECIFIC SAFEGUARDS*

26. Personal Information Inventory: Illuminate agrees to conduct annual data inventories of Illuminate Products to document the extent to which such products and applications collect, store, process, use, transmit, and/or maintain Personal Information.

27. Data Minimization and Purpose Specification: Illuminate agrees to not collect Personal Information except for a specified, legitimate purpose(s) and to not further process or use such Personal Information in any manner either beyond or incompatible with such purpose(s).

28. Access Controls: Illuminate agrees to implement and maintain appropriate controls to manage access to and use of all employee and contractor accounts with access to Personal Information, including individual accounts, administrator accounts, service accounts, and vendor accounts. With respect to Illuminate Products, Illuminate shall indicate to each School District that the School District is responsible for managing and configuring account access for their personnel and the students, parents, and guardians associated with that School District.

29. Authentication: For its employees and contractors, Illuminate agrees to implement and maintain reasonable policies and procedures requiring the use of authentication as appropriate with industry standards, the use of strong passwords or public-private key pairs, password or key pair rotation, and ensuring that stored passwords and private keys are protected from unauthorized access. With respect to Illuminate Products, Illuminate shall indicate to each School District that

the School District is responsible for implementing and maintaining reasonable authentication policies and procedures appropriate for their personnel and the students, parents, and guardians associated with that School District.

30.     Privileged Access Management: For its employees and contractors, Illuminate agrees to implement and maintain reasonable controls to secure use of privileged credentials, such as through a privileged access management tool or reasonably equivalent technology that vaults and rotates elevated credentials in places where privileged access credentials are required. Illuminate employees and contractors with privileged access shall be required to use Multi-Factor Authentication or reasonably equivalent technology to gain access to their safe within the vault to retrieve their credentials. For the avoidance of doubt, School District personnel and the students, parents, and guardians associated with that School District do not have privileged access credentials within the Illuminate Products.

31.     Data Security Risk Assessments: Illuminate agrees to perform at least annual risk assessments to identify, assess and remediate risks to the security of Personal Information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information. Illuminate shall maintain documentation of such assessments for five (5) years, and any remedial steps taken as a result of such assessments for (5) years.

32.     Penetration Tests: For the five (5) years following the Effective Date, Illuminate agrees to perform at least annual penetration tests to identify, assess and remediate security vulnerabilities that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of Personal Information. For five (5) years, Illuminate shall maintain documentation of such tests and any remedial steps taken as a result of such tests.



33. Data Protection Agreement: Illuminate agrees that it will provide to prospective School Districts a data protection agreement that discloses:

- a. the specific categories of Personal Information that Illuminate generally collects in connection with the applicable Illuminate Product;
- b. the specific purposes for which the Personal Information is used, how such information will be used, and how long such information will be retained;
- c. the specific Third-Party Service Providers with whom Illuminate shares Personal Information, whether actively or passively, and the purpose(s) for such sharing;
- d. to the extent not covered by subsection (c), the specific categories of Personal Information that Third-Party Service Providers collect;
- e. the steps Illuminate takes or has taken to verify the privacy and data security protections of its Third-Party Service Providers; and
- f. whether School Districts have control over their Personal Information, and if so, what kind of control they have and how to exercise that control.

34. Notice of Material Changes: Illuminate agrees to not collect, share, disclose, or permit collection of Personal Information in any manner that is inconsistent with or is beyond the scope of the relevant data protection agreement or contract with the School District. Illuminate agrees to provide notice to School Districts in accordance with the applicable contract of any material change(s) to its data protection agreement impacting the manner in which it shares, discloses, or permits collection of Personal Information prior to any such changes(s) taking effect.

35. Unique Personal Identifiers: Illuminate agrees to not collect, share, disclose, or permit collection of Unique Personal Identifiers except for a legitimate business purpose.

36. Right to Delete: School Districts may request in writing the deletion of Personal Information, as requested by a student, parent or guardian associated with that School District. Upon request by the applicable School District pursuant to such request, Illuminate shall timely process all such requests and provide confirmation of the deletion to the School District in accordance with the applicable contract, which may require that Illuminate shall delete Personal Information only upon direction by School District at the request of a student, parent or guardian associated with that School District. In the event that the applicable Personal Information cannot be deleted due to a documented legitimate business purpose, Illuminate agrees to timely provide the basis to not delete the Personal Information to the School District. Upon receipt of an actionable deletion request, Illuminate shall also (i) notify any Third-Party Service Providers that collected or received such Personal Information of the School District's request, and (ii) require such Third-Party Service Providers to delete the Personal Information from their records, unless this proves impossible or involves disproportionate effort. Illuminate's obligations under this Paragraph shall not restrict Illuminate's ability to comply with the applicable contract, to comply with federal, state, or local laws or regulations, to comply with any civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, local or other governmental authorities, or to comply with other legal obligations, including as required by rules applicable to the safeguarding of evidence in pending litigation. Compliance with the Connecticut Consumer Data Privacy Act, Conn. Gen. Stat. 42-515 *et seq.*, if applicable, shall satisfy the requirements of this Paragraph.

### *THIRD-PARTY SERVICE PROVIDERS*

37. Due Diligence: Prior to disclosing or permitting collection of Personal Information by a Third-Party Service Provider, Illuminate agrees to implement, maintain, and document a process for selecting and retaining Third-Party Service Providers capable of safeguarding Personal Information. As part of this process, Illuminate will document its review of Third-Party Service Providers' privacy and data security policies and practices.

38. Written Contracts: Prior to disclosing Personal Information to a Third-Party Service Provider or otherwise permitting the Third-Party Service Provider to collect Personal Information, Illuminate will enter into written agreements or contracts requiring the Third-Party Service Provider to:

- a. collect Personal Information only as reasonably necessary and proportionate for the Third-Party Service Provider to perform its designated service or function;
- b. appropriately safeguard the confidentiality, integrity, and security of Personal Information; and
- c. securely destroy/dispose of Personal Information after its relationship with Illuminate is terminated.

39. Contract Retention: During the term of its contracts with Third-Party Service Providers, and for five (5) years thereafter, Illuminate will retain copies of such written contracts and any other documentation demonstrating a Third-Party Service Provider's commitment to comply with the foregoing Personal Information collection, protection, and disposal practices.

40. Monitoring: Illuminate agrees to implement and maintain policies and procedures to monitor Third-Party Service Providers' collection of Personal Information from Illuminate's applications. During the term of its contracts with Third-Party Service Providers, and for five (5) years thereafter, Illuminate will retain documentation of such efforts.

41. Inconsistent Collection Practices: Illuminate agrees to take appropriate action against any Third-Party Service Provider collecting Personal Information in a manner inconsistent with its own privacy policy, Illuminate's privacy policy, and/or the terms of any written agreement or contract it may have with Illuminate, up to and including termination of its relationship with that Third-Party Service Provider.

#### *INFORMATION SECURITY ASSESSMENT*

42. Illuminate will, within one (1) year of the Effective Date, obtain an information security assessment and report from a third-party assessor ("Third-Party Assessor") regarding its handling of Personal Information and compliance with its Information Security Program ("Information Security Assessment").

43. The Third-Party Assessor's report ("Information Security Report") shall:

- a. Set forth the specific administrative, technical, and physical safeguards maintained by Illuminate to protect Personal Information; and
- b. Explain the extent to which such safeguards that have been implemented meet the requirements of Illuminate's information security program, considering Illuminate's size and complexity, the nature and scope of Illuminate's activities, and the sensitivity of the Personal Information maintained by Illuminate.

44. Illuminate agrees to provide a copy of the Information Security Report to the Attorney General upon request.

#### **PAYMENT TO THE STATE**

45. Illuminate shall pay One Hundred Fifty Thousand Dollars (\$150,000.00) to the Attorney General. Payment shall be made within 15 days of the Effective Date. Said payment may be used by the Attorney General for such purposes that may include, but are not limited to, being placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid/restitution fund or revolving fund, used to defray costs of the inquiry leading hereto, or for attorneys' fees and other costs of investigation, or for other uses permitted by state law, at the sole discretion of the Attorney General.

#### **GENERAL PROVISIONS**

46. This Assurance contains representations made to the Attorney General by Illuminate. If any material representations by Illuminate are later found to be inaccurate or misleading, this Assurance is voidable by the Attorney General.

47. Illuminate acknowledges that any violation of this Assurance may result in enforcement action by the Attorney General and that this Assurance may be used as evidence in any enforcement action by the Attorney General.

48. Nothing in this Assurance shall be construed to limit the authority or ability of the Attorney General to protect the interests of the State. This Assurance shall not bar the Attorney General or any other governmental entity from enforcing laws, regulations, or rules against Illuminate for conduct subsequent to or otherwise not covered by this Assurance. Further, nothing

in this Assurance shall be construed to limit the ability of the Attorney General to enforce the obligations that Illuminate has under this Assurance.

49. The Parties understand and agree that this Assurance shall not be construed as an approval or a sanction by the Attorney General of Illuminate's business practices, nor shall Illuminate represent that this Assurance constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorney General to take any action in response to any information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

50. Nothing contained in this Assurance is intended to be and shall not in any event be construed or deemed to be, an admission or concession or evidence of any liability or wrongdoing whatsoever on the part of Illuminate or of any fact or violation of any law, rule, or regulation. This Assurance is made without trial or adjudication of any alleged issue of fact or law and without any finding of liability of any kind.

51. Nothing in this Assurance shall be construed as relieving Illuminate of the obligation to comply with all applicable state and federal laws, regulations, and rules, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

52. Illuminate shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this

Assurance. Illuminate shall not knowingly cause, permit, or encourage any other persons or entities acting on its behalf, to engage in practices prohibited by this Assurance.

53. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart thereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

54. The undersigned Illuminate representatives state that they are authorized to enter into and execute this Assurance on behalf of Illuminate and, further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance.

55. This Assurance shall not be construed to waive any claims of sovereign immunity the State may have in any action or proceeding.

56. If any clause, provision, or section of this Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

57. The parties agree that amendments/modifications to the terms of this Assurance, if any, shall be in writing and signed by a representative of each party.

58. Any notices or other documents required to be sent to the Parties pursuant to the Assurance shall be sent by United States Mail, Certified Return Receipt Requested, or nationally

recognized courier service that provides tracking services and identification of the person signing for the documents. Any notices or other documents sent pursuant to the Assurance shall be sent to:

For the Attorney General:

Michele Lucan  
Deputy Associate Attorney General/Chief of the Privacy Section  
John Neumon  
Kileigh Nassau  
Assistant Attorneys General  
Privacy and Data Security Section  
Office of the Attorney General  
165 Capitol Avenue  
Hartford, Connecticut 06106

For Illuminate:

Ted Wolf  
Renaissance Learning, Inc.  
2911 Peach Street  
Wisconsin Rapids, WI 54494  
Email: ted.wolf@renaissance.com

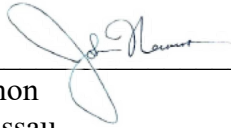
A Party may update its designee or address by sending written notice to the other Party informing them of the change.



FOR THE STATE OF CONNECTICUT

Accepted by:

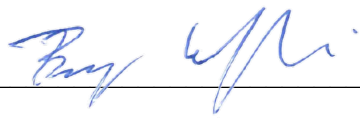
WILLIAM TONG  
Connecticut Attorney General

By:  \_\_\_\_\_ Date: October 30, 2025  
John Neumon  
Kileigh Nassau  
Assistant Attorneys General  
Privacy and Data Security Section  
Office of the Attorney General  
165 Capitol Avenue  
Hartford, Connecticut 06106

FOR THE DEPARTMENT OF CONSUMER PROTECTION

Accepted by:

BRYAN CAFFERELLI  
Commissioner, Consumer Protection

By:  \_\_\_\_\_ Date: October 30, 2025  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Consumer Protection  
Legal Division  
450 Columbus Boulevard  
Hartford, Connecticut 06103

APPROVED:

**Illuminate Education, Inc.**

By: 

Name: Chris Bauleke

Title: Chief Executive Officer

Date: October 29, 2025