

**AGREEMENT between
Old Saybrook Public Schools
And
Starfall Education**

This Agreement ("Agreement") is entered into on this 1st Day of August 2018, between the Old Saybrook Board of Education (the "Board") and Starfall Education ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Agreement "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1.

All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.

2.

The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is

(A) otherwise prohibited from deletion or required to be retained under state or federal law, or

(B) stored as a copy as part of a disaster recovery storage system and that is

(i) inaccessible to the public, and

(ii) unable to be used in the normal course of business by the Contractor.

The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by notifying the contractor via electronic mail. The contractor will delete said information within 2 days of receiving such request.

3.

The Contractor shall not use student data for any purposes other than those authorized pursuant to this agreement.

4.

A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the Contractor who agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student

data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

5.

The Contractor shall take actions designed to ensure the security and confidentiality of student data.

6.

The Contractor will notify the Board, in accordance with Conn. Gen. Stat. §10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. The Initial notice shall be delivered to the Board by electronic mail to Michael A. Gardner, Chief Information Officer, mgardner@oldsaybrookschoools.org and shall include the following information, to the extent known at the time of notification:

1. Names of student(s) whose student data was released, disclosed or acquired;
2. The nature and extent of the breach;
3. The Contractor's proposed plan to investigate and remediate the breach.
4. Date and time of breach

7.

Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.

8.

The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9.

The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.

10.

If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

11.

The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

12.

The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Jan Ferruccio
Jan Ferruccio
Superintendent of Schools
Old Saybrook Board of Education

Date: 9/7/18

ADH
~~Learning Foundations~~
Starfall Education
Foundation

Date: 9/5/18



September 29, 2016

Starfall Education Foundation does not collect or store personally identifiable information from children. We do not require children to provide personal information to use and access our services. When Starfall is accessed we receive generic information about the visitor's IP address, browser, operating system, or mobile device. These server logs are kept on our servers, which are secured on a private internal network behind a firewall, accessible remotely only by Starfall systems engineers, and stored in a secure off-site hosting facility. Again, this information contains nothing personally identifiable about our users.

Regards,

A handwritten signature in black ink that reads "Gregory Boubel".

Gregory Boubel
Director of Technology



Starfall®

Privacy Policy

Starfall Education Foundation strives to create a safe and playful environment for all children. Throughout our services — the many Starfall Apps for mobile devices, the Starfall website for children (www.starfall.com), the Starfall Parent-Teacher Center™ (teach.starfall.com), and the Starfall Store™ (store.starfall.com) — we adhere to a strict policy of respecting and protecting the privacy of our users.

Starfall does not collect personal information from children. We do not require children to provide personal information to use and access our services. The Starfall websites and apps directed toward children are COPPA compliant.



Personal Information Collection and Use

We ask adult users to provide information about himself or herself when logging in to the member portion of Starfall or when completing a purchase in our store. This information is not shared with any third party or partner and is used only for the narrow purpose for which it was entered.

- **Basic Membership Information:** When you become a member of Starfall, you must provide general personal information such as your name, email address, and a password. We may again ask for this information when you login or when you make changes to your account. This information is used solely for identification purposes and is not shared with third parties including other members.
- **Payment Information:** When you make a purchase, whether it is for an online membership or a physical product, we require billing and shipping information. This sensitive information is handled with the utmost care. We send payment information to a secure and nationally recognized payment processor using strong industry standard encryption. Once a purchase has been made we do not store credit card numbers, nor do we have access to credit card numbers through our payment processor. In order to provide customer service, we retain the details of a purchase, such as the payment date, the billing address, and the shipping address.

Technical Information Collection and Use

When you use Starfall on a computer or mobile device, we collect some basic technical information in order to customize your experience as well as improve our services.

- **Cookies:** Like many websites, we rely on cookies (a small text file sent to your browser) to give us a better understanding of how many unique users we have and how they are using our site. We also use cookies to retain your preferences and remember the state of an activity such as an online shopping cart or service such as a membership login. We do not collect personal information through cookies. We do not share cookie data with third parties nor do we use a third party to place cookies or report on usage data.
- **Access Logs:** When you use Starfall we often receive information about your IP address, browser, operating system, or mobile device. We keep these records so that we can analyze the 'big picture' of how our visitors use our site and to analyze any technical problems that could occur.

Social Media & Advertising

Starfall does not place third party advertisements or links to advertisements on our websites or other services. We strongly believe that children should not be the targets of marketing efforts during their educational experience. Resources for grown-ups, specifically those found on the Starfall Parent-Teacher Center™ and the Starfall Store™, may contain links to social media services, but are kept separate from children's activities and safeguarded behind a parent gate.

Disclosure of Information

Starfall may disclose user information we have retained if we believe it necessary to comply with a legal process, law enforcement investigation, or government request. We may also divulge collected information in response to fraud or technical security issues or in matters of public safety. Any such disclosure will be tailored

to disclose only the specifically requested information to the requesting authority.

Updates

We may make changes to our privacy policy from time to time. Please feel free to revisit this page for the most up-to-date version.

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