

**MASSACHUSETTS STUDENT DATA PRIVACY AGREEMENT
VERSION (2018)**

Wayland Public Schools

and

Estrellita, Inc.

September 21, 2018

This Massachusetts Student Data Privacy Agreement ("DPA") is entered into by and between the school district, Wayland Public Schools (hereinafter referred to as "LEA") and Estrellita, Inc. (hereinafter referred to as "Provider") on September 21, 2018. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed or will agree to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") as described in Article I and Exhibit "A"; and

WHEREAS, the Provider, by signing this Agreement, agrees to allow the LEA to offer school districts in Massachusetts the opportunity to accept and enjoy the benefits of the DPA for the Services described, without the need to negotiate terms in a separate DPA; and

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Massachusetts LEAs and created by the Provider's Services are also subject to several Massachusetts student privacy laws, including Massachusetts student record regulations, 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit "C") transmitted to Provider from the LEA pursuant to Exhibit "A", including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit "C") from Pupil Records (as defined in Exhibit "C") are transmitted to Provider from LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described in Exhibit "A".

3. **Student Data to Be Provided.** In order to perform the Services described in this Article and Exhibit "A", LEA shall provide the categories of data described in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA, or to the party who provided such data (such as the student or parent.). The Provider further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. The Provider will cooperate and provide Student Data within ten (10) days at the LEA's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall cooperate and respond within ten (10) days to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account.
4. **Third Party Request.** Should a Third Party, including, but not limited to law enforcement, former employees of the LEA, current employees of the LEA, and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA and shall cooperate with the LEA to collect the required information. Provider shall notify the LEA in advance of a

compelled disclosure to a Third Party, unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof, without the express written consent of the LEA or without a court order or lawfully issued subpoena. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in this DPA.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With Laws.** LEA shall provide data for the purposes of the DPA in compliance with the FERPA, PPRA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H, and the other privacy statutes quoted in this DPA. LEA shall ensure that its annual notice under FERPA includes vendors, such as the Provider, as "School Officials."
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all Massachusetts and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, , 603 C.M.R. 23.00 and Massachusetts General Law, Chapter 71, Sections 34D to 34H.
2. **Authorized Use.** Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any student data, meta data, user content or other non-public

information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.
4. **No Disclosure.** De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and LEA agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA.
5. **Disposition of Data.** Provider shall dispose or delete all personally identifiable data obtained under the DPA when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" FORM, A Copy of which is attached hereto as Exhibit "D"). Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within three (3) calendar days of receipt of said request.
6. **Advertising Prohibition.** Provider is prohibited from using Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the

Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
 - b. **Destruction of Data.** Provider shall destroy or delete all Personally Identifiable Data contained in Student Data and obtained under the DPA when it is no longer needed for the purpose for which it was obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
 - c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any necessary service providers to view or access data as set forth in Article IV, section 4.
 - d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
 - e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the DPA in an environment using a firewall that is periodically updated according to industry standards.
 - f. **Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the DPA.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the

terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- i. Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider's system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.
- j. Audits.** Upon receipt of a request from the LEA, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. The Provider will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide full access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within ten (10) days of the incident. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- c. At LEA's discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

ARTICLE VI: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated.

The LEA may terminate this DPA and any service agreement or contract with the Provider if the Provider breaches any terms of this DPA.
3. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).
4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, IDEA, COPPA, PPRA, 603 CMR 28.00, 603 C.M.R. 23.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives below.

The designated representative for the Provider for this Agreement is:

Name	Stephen Muir
Title	Executive Director
Address	6050 Greenwood Plaza Blvd #120, Greenwood Village, CO
Telephone Number	303-779-2610 80111
Email	steven@estrellita.com

The designated representative for the LEA for this Agreement is:

Name	Leisha Simon
Title	Director of Technology
Address	41 Cochituate Road, Wayland, MA 01778
Telephone Number	508.358.3714
Email	leisha_simon@wayland.k12.ma.us

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND

CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF MIDDLESEX COUNTY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Massachusetts and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of my electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. They understand that they may also request revocation at any time of their electronic signature for any other reason in writing.

If either party would like a paper copy of this Agreement, they may request a copy from the other party.

12. **Multiple Counterparts:** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Execution and delivery of this Agreement by .pdf or other electronic format shall constitute valid execution and delivery and shall be effective for all purposes (it being agreed that PDF email shall have the same force and effect as an original signature for all purposes).

ARTICLE VII- GENERAL OFFER OF TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this to any other school district who signs the acceptance in said Exhibit.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Massachusetts Student Data Privacy Agreement as of the last day noted below.


WAYLAND PUBLIC SCHOOLS

 _____ Date: 10-25-18

Printed Name: Arthur Unobskey

Title: Superintendent of Schools

ESTRELLITA, INC.

 _____ Date: 10/17/18

Printed Name: Stephen Myer Title: ~~10~~ Executive Director

EXHIBIT "A"
DESCRIPTION OF SERVICES

Estrellita, online Spanish literacy program

<https://estrellita.com/>

Estrellita is a hard copy curriculum. All electronic interaction, including website & purchase transaction data, policy is included in this document.

ESTRELLITA, INC.

**PRIVACY POLICY FOR DOWNLOADABLE APPLICATIONS, STUDENT PORTALS
AND TEACHER PORTALS**

This Privacy Policy ("Policy") is part of Estrellita, Inc.'s (hereafter "ESTRELLITA" or "We", "Us" or "Our") Terms of Use. All the paragraphs in Our Terms of Use and Disclaimer are included in this Policy as if specifically written here.

This Policy explains what information We collect through Our applications, teacher portals and student portals (collectively referenced as "Products"). By using Our Products, you agree to Our Terms of Use, including Our Disclaimer and this Policy. This Policy may be updated as Our organization changes. Updates or changes will be posted here.

Acquisition of Information. We do not acquire any more information about individuals purchasing or accessing Our Products than is required by law or is otherwise necessary to provide Our Products unless you provide it to Us voluntarily. We do not provide your personal information to third parties without your consent.

Personal information, as used in this Policy, means your name, email address, street address, phone numbers, birth date, social security number, credit card information, geolocation information and persistent identifiers that can be used to recognize a user over time and across different sites or online services.

In some instances, you may voluntarily submit personal information to Us. For example, you may provide personal and credit card information. If you opt not to provide Us with personal information, you may be unable to have a purchase order fulfilled.

Personal information of a child under 13 years of age (if received with parental or a guardian's permission) will be destroyed when no longer needed for the purpose for which it was obtained. Personal information of a child under 13 years of age received without appropriate permissions will be destroyed promptly when We learn of the child's age.

Sharing Your Information. We will use personally identifiable information you provide to us to send you Products or information if you request it. We also collect information from individuals who contact us through the "Contact Us" portion of our website to respond back to you. We will use your personal information to provide you with additional information, materials and news about Our Products that we believe may be of interest to you or to troubleshoot technical problems if you contact us. You may opt out of such communications by contacting us at info@estrellita.com or by selecting the "unsubscribe" link available in each email we send.

Otherwise, We do not share personally identifiable information with third parties unless (a) you, or your parent or legal guardian in the case of a child lacking majority, authorize such sharing, (b) you are using Our Products for educational purposes through your educational institution and the institution has access to your personal information and use of Our Products for assessment purposes, provided, however, that such institution has written

authorization from your parent or guardian or (c) We are compelled to share personal information by an order of a duly-empowered governmental authority (including, but not limited to, a court order) or to comply with laws or regulations. In the circumstances detailed in (c) in this paragraph, your information may be divulged without your consent.

Non-personal Information. Personal information does not include Internet protocol (IP) addresses, Cookies (defined below), device identifiers, URLs for web pages and other technical information. Such information is considered non-personal information. Our Products and websites may collect and store this non-personal information as well as technical, non-personally identifiable information about your device. We use this information to improve our Products, our website performance, information security and for other internal purposes.

Deletion of Personal Information. If you would like to review or delete any personal information you have provided to Us, please contact Us at info@estrellita.com. We may request that you verify your identity prior to sharing information with you.

Access To and Control Over the Use of Your Information. You are able to access, correct and update your personal information. You will be asked for your ID and password so that We may be able to process your changes. We will use reasonable efforts to correct any factual inaccuracies in your information. Failure to update such information, however, will not be considered a breach of this Privacy Policy.

Cookies. We may use "Cookies." Cookies are pieces of information that a website transfers to your computer hard drive to remember that your browser software visited a website. Cookies can identify a particular computer, but not an individual user. Third party entities that We use to provide functionality or through whom you have purchased or downloaded a Product may also use their own Cookies. We do not control use of Cookies by third parties and expressly disclaim responsibility for information collected through them.

Browser Cookies are small data files created by a website and stored on your computer. Cookies enable Us to recognize your browser on return visits and to remember your preferences. You may block Cookies through your browser's preferences and controls, but doing so may disable some of the features of Our Products or website.

Security of Your Information. It is important that you protect your ID and password to keep your information confidential and to protect your account, if any. Always be sure to log out when you are done using Products. We also take certain steps to keep user names and passwords confidential. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, We cannot ensure or warrant the security of any information you transmit to Us or that We transmit to you. We disclaim any and all liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties as more specifically detailed in Our Disclaimer.

Linked Websites. Our Products do not provide links to other websites but may use third-party providers such as Google Play or Apple iTunes in order to provide Products. If a

hyperlinked website from Our Products exists, the other website may ask for personal information – for instance, if you are purchasing a Product. We have no control over a third party's use of any personal information you provide. We urge you to exercise care when providing personal information to anyone. We are not responsible for the privacy policies, content or data handling practices on other websites.

Email Inquiry. If you send an email inquiry to Us, the return email address is used for the answer. We do not use the return email address for any other purpose and do not share it with any third-party.

Acquisition of Children's Information. Our Products are utilized for education and educational assessments. Some Products are intended for use by children under the age of 13. We do not knowingly collect personally identifiable information from children and we do not include links to any third-party websites or social sharing tools in Products intended for such children. If We learn that We have inadvertently collected personally identifiable information from children, We will promptly delete it unless that information is provided to us by an educational institution or government entity with the written consent of the children's parents or legal guardians. If you have additional questions regarding Our policy relating to children's information, please contact us as info@estrellita.com.

Protecting children's privacy is especially important to Us. It is Our policy to comply with the Children's Online Privacy Protection Act (COPPA) and all other applicable laws. While individuals under the age of 13 may access and view Our Products, We ask that you carefully monitor your children's activities on Our Products. We believe that there is no substitute for proper parental supervision. We recommend that children ask a parent or legal guardian for permission before sending personal information to Us, or to anyone else online.

Verifiable consent from a child's parent or legal guardian is required before collecting, using or disclosing personal information from a child under the age of 13 once We know that the individual making contact with Us is under 13. We collect no information about you or your child, other than that detailed in this Privacy Policy unless you choose to provide information to Us. If We need to collect information about a child we know to be under 13 years old, the specific web page will specify exactly what information is being collected. We will only use that information for the child's access to the Products or for ensuring Products work properly. For e.g., our technicians or a child's educational institution may see personal information if a user experiences technical difficulties or the child's educational institution may see such personal information in accessing assessments. We will maintain personal information provided to us for one year (July-July) unless requested by a parent, legal guardian or educational institution to retain that information for a longer period.

If you are an educational institution, you agree that you have written parental or legal guardian permissions signed and on file prior to setting up user accounts for your students and have given public notice of the type of directory information or personal information to be disclosed to Us, giving students and their parents or legal guardians the right to opt-

out of such disclosure within a specified time period.

There are several exceptions that permit collection of a child's email address without receiving parental consent in advance:

- To provide the parents with notice and to seek consent for communications with the child. Note: this may require collection of the parent's email address as well;
- To respond to a one-time request from a child;
- To respond more than once to a child's request; i.e., subscription to a newsletter, however, parental consent is required prior to the second communication;
- To protect the safety of a child who is using Our Products; i.e., in a chat room; and
- To protect Our Products and website or to respond to law enforcement; i.e., in the case of a website compromise.

Personal information about children under 13 years of age may be needed to respond to their communication to Us, such as to receive a publication. Personal information about your child will be destroyed immediately upon completion of its intended purpose once We know the request is not from an adult or if We are informed that no parental or legal guardian permission has been signed.

Public Areas of Internet. Please remember that any information you may disclose in any public areas or the Internet becomes public information. You should exercise caution when deciding to disclose personal information in these public areas.

Hackers. Our Products have security measures that are standard in the industry in place to protect the loss, misuse and alteration of the information under Our control. While We make reasonable efforts to ensure the integrity and security of Our network and systems, We cannot guarantee that Our security measures will prevent third-party "hackers" from illegally obtaining this information.

Contact. If you have any questions regarding Our Products or this Privacy Policy, please contact: Webmaster for the ESTRELLITA Products:

6050 Greenwood Plaza Blvd., #120
Greenwood Village, Colorado 80111
Email: info@ESTRELLITA.com
Tel: (303) 779-2610.

Last Updated: June 5, 2015

ESTRELLITA, INC.

DISCLAIMER AND LIMITATION OF LIABILITY FOR DOWNLOADABLE APPLICATIONS, STUDENT PORTALS AND TEACHER PORTALS.

These Disclaimers and Limitation of Liability ("Disclaimer") are part of Estrellita, Inc.'s (hereafter "ESTRELLITA" or "We", "Us" or "Our") Terms of Use. All paragraphs in the Terms and Privacy Policy are included in this Disclaimer as if specifically written here.

ESTRELLITA does not provide any warranties of any kind.

OUR APPLICATIONS, STUDENT PORTALS AND TEACHER PORTALS (HEREAFTER "PRODUCTS") ARE PROVIDED TO YOU "AS IS." TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTED OR INTENDED RESULTS, SECURITY OF PERSONAL INFORMATION FROM HACKING BY THIRD PARTIES AND NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY.

IF YOUR USE OF OUR PRODUCTS, IN WHOLE OR IN PART, RESULTS IN DAMAGES OR INJURY TO YOU, YOUR HEIRS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES, SUCCESSORS OR ASSIGNS OR OTHERS AT YOUR DIRECTION, YOU ASSUME ALL RESPONSIBILITY FOR SUCH DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, WITHOUT ANY RIGHT OF CONTRIBUTION OR RECOVERY FROM US.

FURTHER, WE DO NOT GUARANTY OR WARRANT, AND DISCLAIM ANY AND ALL LIABILITY FOR, YOUR INABILITY TO USE OUR PRODUCTS, IN WHOLE OR IN PART, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE ACCURACY OR COMPLETENESS OF PRODUCTS, DELAY OR FAILURE OF SHIPMENT OR TRANSMISSION, ERRORS OR OMISSIONS, PROBLEMS WITH THIRD-PARTIES WITH WHOM WE CONDUCT BUSINESS, RECOMMENDATIONS BY OUR EMPLOYEES OR AGENTS AND INCOMPATIBILITY WITH OPERATING SYSTEMS.

IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHATSOEVER, WITH RESPECT TO THE PRODUCTS, IN WHOLE OR IN PART, THAT WE OFFER FOR SALE, LICENSE OR LEASE.

IN THE EVENT OUR PRODUCTS ARE UTILIZED, LICENSED, LEASED OR PURCHASED IN A JURISDICTION THAT DOES NOT PERMIT ALL OR A PART OF THESE DISCLAIMERS, THE MAXIMUM AMOUNT RECOVERABLE FOR ANY CLAIM, DEMAND, ACTION, PROCEEDING OR JUDGMENT, WHATSOEVER, INCLUDING ANY AND ALL ATTORNEYS' FEES AND COSTS, WILL BE RESTRICTED TO THE AMOUNT PAID DIRECTLY TO US FOR THE PRODUCTS THAT ARE THE SUBJECT OF A FINAL JUDGMENT. IF NO FEE IS PAID, THE MAXIMUM RECOVERABLE AMOUNT, INCLUDING ATTORNEYS' FEES AND COSTS, WILL BE TWO HUNDRED DOLLARS (\$200) U.S.

IF YOU PURCHASE OR LICENSE PRODUCTS FROM US THAT ARE MANUFACTURED BY A THIRD PARTY, SOME SUCH PRODUCTS MAY HAVE LIMITED WARRANTIES PROVIDED BY THE MANUFACTURER, NOT ESTRELLITA. FOR ANY PROBLEM OR ISSUE WITH SUCH A PRODUCT, YOU MUST CONTACT THE MANUFACTURER.

ESTRELLITA IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS.

Contact. If you have any questions regarding Our Products or this Disclaimer, please contact:
Webmaster for the ESTRELLITA Products:

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Greenwood Village, Colorado 80111
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Last Updated: June 5, 2015

ESTRELLITA, INC.

**TERMS OF USE FOR DOWNLOADABLE APPLICATIONS, STUDENT PORTALS AND
TEACHER PORTALS**

The Terms below are your agreement with Estrellita, Inc. (hereafter "ESTRELLITA" or "We", "Us" or "Our") regarding your use of Our applications, products, student portals and teacher portals, in whole or in part (collectively referenced as "Products"). If you do not agree with these Terms, do not click "Agree" and do not download or use Our Products. All the paragraphs in Our Privacy Policy and Disclaimer are included in these Terms as if specifically written here.

Without additional permission, you may only use Our Products if you are 13 years old or older. A parent or legal guardian or an approved educational institution (with parental consent) may create an account for a child under 13 to access Our Products. Children under the age of majority should review these Terms with their parent or legal guardian to ensure that the child and parent or legal guardian understand it.

Permitted Use. You may only use Our Products for educational, nonprofit purposes as permitted herein or We authorize in writing. We have the right to alter Our Products or to refuse to provide Products to you for any reason or no reason in Our sole discretion as long as such refusal does not violate any U.S. law or regulation. Our alteration of Products or refusal to provide Products shall NOT be a breach of these Terms and shall NOT subject Us to any liability, at law or in equity, without limitation, even if you suffer damages.

Download/Single License. If you are an individual, you may download and sync Our applications or access Our portals and use Our Products, if properly licensed, for personal, educational and noncommercial use on any mobile device or computer you own. If you are a commercial enterprise or educational institution, you may download Our applications or access Our portals if properly licensed for use (a) by a single individual on each computer or mobile device used by that individual that you own or control or (b) by multiple individuals on a single shared computer or mobile device that you own or control. For e.g., multiple students may serially use an application on a single computer located at a resource center or library. If multiple students utilize an application in a school or enterprise on multiple computers, each computer requires a separate, additional license. This licensing requirement is the same whether the applications are downloaded for a fee or are free.

Revisions. We may change or replace these Terms and Our Products at any time. The most current version of Our Terms is available on this page of Our website and the most current version replaces all previous versions. You should review the Terms periodically. Your only recourse, if you disagree with these Terms, or changes to the Terms or Products, is to discontinue your use of the Products offered. In the event We alter our Terms, We will provide school districts using our Products with written notice of such alteration by email.

Availability. Our Products are available to you only in the United States, its territories and possessions. You agree not to use Our Products in other countries. We make no representation that Products are appropriate or available for use outside the United States.

User Content and Online Communications. For purposes of these Terms, any written information, statements, commentary, reviews or materials you upload to a portal or in an application or that you provide to Us is considered User Content. You are responsible for your User Content.

Please be aware that online communications may not be fully confidential and U.S. Federal postal regulations do not protect electronic mail. Our administrative personnel or affiliates may have access to your communications for technical or operational purposes. We may also disclose your communications to the extent required or permitted by law.

Accounts, Passwords and Security. You may be required to register for an account in connection with some of Our Products. When you register for an account, you may be required to provide Us with some information about yourself (such as your e-mail address or other contact information). When you register, you may be asked to provide a password. If so, you are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. You may not use anyone else's user name, password or account at any time. You agree to notify Us immediately of any unauthorized use of your account or password or any other security breach. You may be held liable for losses We incur due to someone else using your user name, password or account. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. We recommend all student data be de-identified (e.g., substitute words for student names and use unique user names and passwords).

If you are an educational institution or child under the age of majority using Our Products with the consent of a parent or legal guardian, in the event you provide Us with any personally identifiable information or User Content, Our use will not include any direct or indirect personal identifiers that you include in User Content or account information unless We need to provide you with notices to your email address. Personal identifiers include information such as your name, student identification number, if any, demographic information, location information and school identification.

If you are an educational institution, you agree that you have written parental or legal guardian permissions signed and on file prior to setting up user accounts for your students and have given public notice of the type of directory information to be disclosed to Us, giving students and their parents or legal guardians the right to opt-out of such disclosure within a specified time period.

Pricing. Some of Our Products may be free of charge and some may be sold for a fee. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING US WITH A VALID PAYMENT METHOD FOR ALL FEES, if any are due. Prices for Products may change at any time and we do not provide any price protection or refunds in the event of a price reduction or promotional offering.

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By using Our Products in any manner, you agree to inform Us of any misuse of Our Products in whole or in part.

Unauthorized Activities. Without Our prior written permission, you may not:

- Use Our Products, in whole or in part, for any illegal purpose whatsoever, or in violation of any federal, state or local law, regulation, ordinance or treaty;
- Violate or encourage others to violate the rights of ESTRELLITA or third parties;
- Post, upload or distribute any User Content that is unlawful, defamatory, libelous, inaccurate or that a reasonable person could deem objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate;
- Interfere with the operation of any of Our Products, in whole or in part, or any other user's or other third party's enjoyment of such Products in any manner;

- Make unsolicited offers or advertisements to other users or other third parties;
- Attempt to collect personal information about users or other third parties without their consent;
- Modify the information or materials on any Products, in whole or in part, in any way, except as intended in the normal use of the Products;
- Reproduce, rent, sell, publicly display, perform, or distribute, transfer or otherwise use ESTRELLITA Products, in whole or in part, for any public, educational or commercial purpose not granted in these Terms;
- Use any ESTRELLITA proprietary information on any other website or networked computer environment for any purpose;
- Circumvent, remove, alter, deactivate, degrade or thwart any of the content protections on any Product;
- Frame or utilize any framing or screenshot techniques to enclose any ESTRELLITA trademark, logo, or other proprietary information (including images, charts, text, page layout or form);
- Purchase search terms or use any meta tags or any other "hidden text" utilizing ESTRELLITA's name or trademarks without Our express written consent
- Attempt to hide your identity; or
- Use any robot, spider, automated technology, device or manual process to monitor or copy any of Our Products, in whole or in part, or use any of the same to interfere, or attempt to interfere, with the proper working of Our Products.

Relief For Breach. We reserve all rights and remedies at law and in equity in the event you breach any of these Terms or violate Our rights in any manner. You agree that We may proceed with such injunctive relief as may be available to prevent your breach and, in addition, may pursue an action to recover damages. You agree that, because of the difficulty in measuring damages in connection with any misappropriation or theft of Our confidential and proprietary information, copyrighted information, or other intellectual property, you will be liable to pay Us a minimum of \$1,500.00 (fifteen hundred dollars) U.S. for each unauthorized use of Our proprietary information and/or intellectual property materials if such unauthorized use is innocent. We may seek additional remedies and damages if your actions are willful or malicious. Also, you will be responsible for any and all of Our attorneys' fees and costs for having to make any claim, demand, action, litigation or proceeding whatsoever against you for any cause of action in equity or at law. You agree that such amounts are not punitive in nature, but are necessary in order to protect Our proprietary rights and are in the nature of liquidated damages.

Third Party Websites. We will not link Our Products to third party websites. If you leave Our Products and go to third party websites, we make no representation regarding these third parties and have no control over how third parties use information, their use of "Cookies" (as defined in our Privacy Policy), or the safety of content on their websites. Also, any reference to another website, product, service or entity does not constitute or imply any ownership, sponsorship, endorsement or any other relationship between any third party and Us. Further, the views and opinions expressed in any User Content or third party website do not necessarily state or reflect Our views or opinions.

Representation of Condition. You understand and agree that use of Our Products may involve some risk of generating or increasing a physical injury or aggravating a pre-existing physical condition. You assume all risks of use and hold Us harmless from any liability for that use whatsoever, regardless of whether We have, or had, actual or implied knowledge of the problem or your condition and regardless of Our negligence. This waiver and release from liability shall apply for all periods during or after your use of any Products purchased, leased or licensed from Us and applies to and for the benefit of all your successors, assigns, heirs and personal representatives.

Indemnity. You agree to hold harmless and indemnify Us and Our officers, directors, employees, affiliates, business partners, licensors, licensees, suppliers, advertisers and agents from and against any third party claim arising in any way from, or related to, your use of Our Products in whole or in part. To the extent you are a qualified public educational or government institution and a party to these Terms, this indemnification requirement may be invalid or unenforceable against you.

Choice of Law/Applicable Laws. By using Our Products, you agree that any legal problems or issues arising as a result of such use are subject to the laws of the State of Colorado, U.S.A., unless U.S. Federal laws apply, without giving effect to any principles of conflict or choice of laws. Only the County Courts in which We have Our principal place of business (i.e., Arapahoe County) or the U.S. District Court of Colorado will have jurisdiction over matters concerning Our Products or other claims, demands, actions, litigation or proceedings whatsoever where We are involved. Further, you and ESTRELLITA expressly and irrevocably consent to the personal jurisdiction and venue in the courts referenced in this paragraph for any violation of these Terms. You also agree that in any dispute, including any legal action with Us, you will only assert claims in an individual (non-class, non-representative) basis, and that you will not seek or agree to serve as a named representative in a class action or seek relief on behalf of anyone other than yourself. To the extent you are a qualified public educational or government institution and a party to these Terms, and if this paragraph, or a portion thereof, is determined to be unenforceable, these Terms shall be construed pursuant to the laws of the state in which the public educational institution or governmental institution is located.

We administer Our Products from Our offices in Colorado USA. You may not use or export or re-export Our Products, in whole or in part, or any copy or adaptation in violation of any applicable laws or regulations including, without limitation, U.S. export laws and regulations.

California Users. Under California's "Shine the Light" law, and once per year, California residents who provide personal information in obtaining products or services for personal, family or household use are entitled to request and obtain from Us customer information We shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which We shared customer information during the immediately prior calendar year. To obtain this information, please send an email message to info@estrellita.com with "Request for California Privacy Information" on the

subject line and in the body of your message. We will provide the requested information to you at your e-mail address in response. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in Our response.

Severability. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any appropriate jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Electronic Communications. By purchasing, using, licensing or leasing Our Products or contacting Us for further information, you consent to receiving electronic communications from Us. These communications will include notices about your account (e.g., shipping and receiving, password change (if any) and confirmation e-mails and other transactional information). These communications are part of your relationship with Us. You agree that any notice, agreements, disclosure or other communications that We send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Should you wish to opt out of email communications, except for legal notices, please let Us know and We will stop sending you emails regarding Our product offerings. Failure to comply with your opt-out request shall not be considered a breach of this Agreement.

Contact. If you have any questions regarding Our Products or these Terms (including Our Privacy Policy and Disclaimer), please contact: Webmaster for the ESTRELLITA Products:

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Email: info@ESTRELLITA.com
Tel: (303) 779-2610

Last Updated: June 5, 2015

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	

Category of Data	Elements	Check if used by your system
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
Category of Data	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers <i>Non-identifiable</i>	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	✓
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	

Category of Data	Elements	Check if used by your system
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	

Category of Data	Elements	Check if used by your system
	Student bus card ID number	
	Other transportation data - Please specify:	
Other		
	Please list each additional data element used, stored or collected by your application	

EXHIBIT "C"

DEFINITIONS

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. The Provider's specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

First Name	Home Address
Last Name	Subject
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	Date of Birth
Grade	Classes

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The definition of “school official” encompasses the definition of “authorized school personnel” under 603 CMR 23.02.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Massachusetts and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider’s General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Third Party: The term “Third Party” means an entity that is not the provider or LEA.

OPTIONAL EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

ESTRELLITA, INC.

BY: [Signature] Date: 10/16/18
Printed Name: Stephen Myer Title/Position: Executive Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA's individual information is contained on the next page. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____ Date: _____
Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DATE: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name	_____
Title	_____
Address	_____
Telephone Number	_____
Email	_____

COUNTY OF LEA: _____