



## **Skills21 at EdAdvance Privacy Policy for Skills21 Launchpad**

The following document outlines Skills21 Launchpad’s privacy and student data practices and policies.

### **About Skills21**

- Skills21 at EdAdvance ([www.skills21.org](http://www.skills21.org)) delivers flexible, affordable, and road-tested models for driving student success. Using a variety of learning technologies, Skills21 programs help increase rigor and relevance at school.

### **About Skills21 Launchpad**

- Skills21 Launchpad is a digital-learning platform supporting student led innovation and design teams. Skills21 Launchpad provides:

- The Learning Hub features resources for all Skills21 courses and access to a self-paced video series on the development and implementation of Skills21 Innovation Challenge Project and student exhibition model.
- The Skills21 Challenge Hub provides an integrated set of tools to support student teams and facilitate interaction between teams and their teacher, mentors, and Skills21 Program Managers.

### **1. Governing Laws**

- a. You, the End User, understands that:
  - i. The laws of the state of Connecticut govern the rights and duties of Skills21 and the other legal entities represented in the agreement.
  - ii. Skills21 Launchpad complies with both the Student Data Privacy Act (Connecticut General Statutes Section 10-234aa, et seq.) and the Family Educational Rights and Privacy Act (FERPA). The terms of the Student Data Privacy Act (more specifically Connecticut General Statutes Sections 10-234bb 10-234ff) and EdAdvance’s Student Data Privacy addendum are incorporated by reference and are further set forth in this Policy. This Policy is otherwise governed by the laws of the State of Connecticut.
  - iii. A finding of invalidity for any provision in this agreement does not invalidate other contract provisions or applications not affected by the finding.

## 2. Details of the policy:

### a. You, the End User, understands that:

- i. Skills21 Launchpad is provided as an electronic service in support of educational efforts.
- ii. Student Data shall be collected, stored, and used by the Provider in the ways outlined in this policy.

## 3. Definitions of Student Data

### a. For purposes of this policy, and under the Student Data Privacy Act, “Student Data” includes any student information, student records, or student-generated content, More specifically, You, the End User, understands that:

- i. Skills21 Launchpad hosts student accounts.
- ii. Whenever a student account is created, the name, email address, gender, school, grade, and race of the student in question shall be requested and stored by Skills21 Launchpad.
- iii. Skills21 Launchpad uses Google Single Sign-On (SSO) when creating accounts.
- iv. Upon using the Google SSO feature to create an account, Google and Skills21’s Launchpad App will request access to view the user’s email address associated with the Gmail account used to create the Skills21 Launchpad account, and further information dictated by the request for access to basic profile info.

## 4. Use of Student Data

### a. You, the End User, understands that:

- i. Skills21 at EdAdvance may use any and all of the Student Data outlined above to create and populate student accounts within Skills21 Launchpad to accomplish challenge-based learning.
- ii. Skills21 at EdAdvance may use any and all of the Student Data outlined above for grant reporting to funding institutions. When reporting to grantors, student data is aggregated and does not include student name or location.
- iii. Skills21 at EdAdvance may use any and all of the Student Data outlined above in analytics for improving system performance.

## 5. Retention of Student Data

### a. You, the End User, understands that:

- i. Skills21 at EdAdvance will retain all collected Student Data until it is no longer of use, or at the request of a student, parent or guardian, or district unless a special provision has been made to retain their student’s Student Data for a greater period of time.
- ii. A student, parent or guardian, or school district may, at any time, request in writing the deletion of Student Data for which they have the rights to, specifying the specific data to be deleted. This provision shall not apply to Student Data

- that 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 EdAdvance, provided that a school district may request the deletion of any such Student Data if such copy has been used by EdAdvance to repopulate accessible data following a disaster recovery
- iii. Student Data is not the property of or under the control of EdAdvance. All content created by a student shall remain the property of the student content creator and their parent or guardian. However, this content may be used by Skills21 at EdAdvance for communications and promotional purposes, as set forth in this policy.
  - iv. EdAdvance shall take all necessary action to ensure the confidentiality and security of Student Data, All Student Data is stored in a secure web-based storage system featuring various security measures designed to protect student data from unauthorized access and use. These security measures are consistent with state and federal laws relating to data security and privacy. In addition, while Skills at EdAdvance may use artificial intelligence through OpenAI's ChatGPT API (Application Programming Interface), OpenAI has represented to EdAdvance that such use of technology does not add such information to the company's training data and EdAdvance's agreements with and use of such tools are likewise governed by the Student Data Privacy Act protections (including right to protections against and notices of any breaches).

## 6. Additional Provisions

- a. You, the End User, understands that:
  - i. In the event of a security breach of Student Data, Skills21 at EdAdvance will notify the districts of affected Student Data by email within 48 hours upon discovery of the breach. Districts will be provided with a report containing names of students and information compromised within 30 days after discovery of the breach. EdAdvance shall then A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the data system. EdAdvance shall cooperate with the school districts affected in carrying out their legal obligations, including the furtherance of the investigation, the remediation of the breach, and the provision of notification to individuals, to the extent required by law.
  - ii. Districts shall have access to a record/registry of all Student Data gathered from their schools, and may review this data and request deletions/updates/corrections at any time.

iii. Requests by a student, parent or legal guardian of a student to a) review personally identifiable information contained in Student Data and b) correct erroneous information, if any, in student records shall be submitted to a school district, consistent with district policies and procedures governing student records and its obligations under the Family Educational Rights and Privacy Act (hereinafter, “FERPA”). The school district may request the assistance of EdAdvance, and EdAdvance shall then so assist the school district to the extent necessary to comply with the request.

## 7. Contact and Support

a. You, the End User, understands that:

- i. Skills21 at EdAdvance is available for questions, technical support, or requests for deletion/update/correction of Student Data via email ([info@skills21.org](mailto:info@skills21.org)) or phone at (860) 567-0863 from 8:30AM - 4:30PM Monday-Friday.