

E-SCHOOL ACADEMY PRIVACY POLICY

Last Updated: July 25, 2020

1. Statement of Policy.

1.1 **Purpose of Policy.** E-School Academy is an Oklahoma statewide virtual charter school that collects Data furnished by Students, Parents, and Users over the Internet and by mail, e-mail, fax, phone, in person, and other means. This Privacy Policy explains E-School Academy's policies and procedures with respect to the collection, ownership, security, use, retention, and destruction of Data collected or furnished through use of E-School Academy's Website(s).

1.2 **Compliance with Law.** With respect to Education Records, this Privacy Policy is intended to comply with and supplement the requirements of the Family Educational Rights and Privacy Act ("FERPA") (as defined herein) and other federal and state privacy laws. To the extent any term of this Privacy Policy conflicts with the requirements of federal and state law or E-School Academy's charter, the requirements of federal and state law and E-School Academy's charter shall control. No waiver of rights by Students or Parents under federal or state law is contemplated or intended by this Privacy Policy.

1.3 **Changes to Policy.** E-School Academy may change this Privacy Policy without prior notice. Changes to this Privacy Policy will be posted on the Website and shall be effective upon posting to the Website.

1.4 **Agreement Implied by Use.** **By accessing or using the E-School Academy Website(s), Content, or Services, Users agree to (i) the terms of the Privacy Policy in effect at the time of use and (ii) the collection, ownership, security, use, retention, and destruction of Data furnished by Students, Parents, and Users in the course of said use in accordance with the terms of the Privacy Policy. If a User does not agree to the terms of the Privacy Policy, the User must not access or use the Website(s), Content, or Services.**

2. Definitions.

"Account" means a unique account created by a User of the Website(s) to access any part of the Services provided by E-School Academy.

"Content" means all information, content, materials, applications, and programs made available on the Website(s) or with respect to providing the Services.

"Cookies" means small text files placed on the device used to access the Website(s), containing details of browsing history on the Website(s), among other information. Cookies may include, without limitation, the following:

- Session Cookies: Cookies that are essential to provide access to the Website(s), Content, and Services. These Cookies help authenticate Users and prevent fraudulent use of Accounts. Without these Cookies, Users cannot access the Website(s), Content, and Services. Session Cookies only remain on a User's device while the User is using or accessing the Website(s), Content, or Services.
- Persistent Cookies: Cookies that identify whether Users have accepted the use of Cookies on the Websites(s), remember choices Users make on the Website(s) (such as login details and language preference), and track User Data. Persistent Cookies remain on a User's device even after the User stops using or accessing the Website(s), Content, or Services.

"COPPA" means the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506, and any regulations promulgated pursuant thereto.

"Data" means all information furnished by Students, Parents, Users, and others through E-School Academy's Website(s). Data may include Personal Information, Education Records, Personally Identifiable Information, User Data, and other non-public information.

"Directory Information" has the same meaning as it does in FERPA, namely, information contained in the Education Records of a Student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory Information includes information such as a Student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status; dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution

attended. Directory Information does not include a Student's social security number, and student identification number unless the Student's identification number or other unique personal identifier is used by the Student for purposes of accessing or communicating in electronic systems or displayed on a student ID badge, provided the identifier cannot be used to gain access to the Student's Education Records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or other factor known or possessed only by the authorized user.

"E-School Academy" means eSchool Virtual Charter Academy, E-School Academy, or its affiliates, located at 2403 South Division Street, Suite B, Guthrie, Oklahoma 73044.

"Education Records" means records that are directly related to a Student and are maintained by an educational agency or institution or by a party acting for the agency or institution, including E-School Academy.

"FERPA" means the Family Educational Rights and Privacy Act, codified at 20 U.S.C. § 1232g, and the regulations promulgated pursuant thereto, codified at 34 CFR Part 99.

"Parent" means a parent of a Student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

"Personal Information" means any information that identifies an individual person, such as name, address(es), phone number(s), email address(es), date of birth, and user name and Account password as well as any User-specific Content a User furnishes to E-School Academy through the Website(s). Personal Information may but does not necessarily overlap with Personally Identifiable Information.

"Personally Identifiable Information" or "PII" has the same meaning as it does in FERPA, namely, identifiable information that is maintained in Education Records and includes direct identifiers, such as a Student's name or identification number, indirect identifiers, such as a Student's date of birth, or other information which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information.

"School Official" means any employee, including a teacher, that E-School Academy has determined to have a legitimate educational interest in the Personally Identifiable Information from the Education Records of a Student. School Officials may include third-party contractors, consultants,

volunteers, Service Providers, or other parties with whom E-School Academy has outsourced institutional services or functions provided that said party:

- (III) performs an institutional service or function for which E-School Academy would otherwise use employees;
- (IV) is under the direct control of E-School Academy with respect to the use and maintenance of Education Records; and
- (V) is subject to the requirements of FERPA governing the use and redisclosure of Personally Identifiable Information from Education Records.

“Service Provider” means any natural or legal person who possesses Data for any purpose on behalf of E-School Academy, including any third-party companies or individuals who facilitate provision of the Services.

“Services” means the educational and other services provided by E-School Academy pursuant to its mission as an Oklahoma statewide virtual charter school.

“Student” means a student enrolled in E-School Academy or a former student whose Education Records are maintained in whole or in part by E-School Academy.

“Usage Data” means data collected automatically, either generated by accessing or using the Services or from the infrastructure of the Website(s). Usage Data may include, without limitation, records of a User’s web requests, Internet Protocol address, browser type, browser language, the date and time of a User’s request, referring/exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, cookies that may uniquely identify the User’s browser, and elements employed in mobile application(s). Non-Personal Information, which may be collected passively using various technologies, may or may not specifically identify the User. E-School Academy may store such information itself or it may be included in databases owned and maintained by E-School Academy’s affiliates, agents, or Service Providers. Usage Data of Students constitutes Education Records to the extent it falls within the definition of Education Records.

“User” means any user of the Website(s), Content, or Services, including but not limited to Students and Parents.

“Website” means any website owned, maintained, or operated by E-School Academy or by a Service Provider subject to an agreement with E-School Academy to maintain and/or operate a website on behalf of E-School Academy.

3. Furnishing and Collection of Data.

3.1 **Data Furnished by Users.** E-School Academy collects Personal Information and Usage Data from all Users either directly or through Service Providers. With respect to Students, E-School Academy collects Personal Information (which may include Personal Information of Students and Parents) and Education Records/PII, including enrollment records such as birth certificates, health records, and proof of residency. In the course of providing the Services, E-School Academy continuously collects Data as enrolled Students access and use E-School Academy’s Website(s).

3.2 **Cookies.** When Data is furnished or collected, the Website(s) may place one or more Cookies on the device used to access the Website(s). Most web browsers automatically accept Cookies but a User can usually modify the browser settings to decline Cookies. If a User declines certain Cookies, the User may compromise the ability to have some features of the Website(s) function properly. Cookies are used to collect and analyze Usage Data in order to improve the Website(s). Only to the extent permitted by law, Cookies may be used for marketing purposes.

3.3 **Do Not Track.** E-School Academy does not alter its practices when it receives a “Do Not Track” notice from a User’s browser.

4. Ownership of Data.

Students, Parents, and Users may submit, upload, publish, or otherwise make available to E-School Academy through the Website(s), Content, and Services certain textual, audio, and/or visual content and information. Any such User-furnished Content remains the property of the User unless otherwise expressly provided by law. By providing User-furnished Content to E-School Academy, however, the User grants E-School Academy a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User-furnished Content in all formats and distribution channels now known or hereafter devised (including in connection with the Website(s), Content, and Services and on

third-party sites and services), without further notice to or consent from the user and without the requirement of payment to the user or any other person or entity. Notwithstanding the foregoing provisions, all User-furnished Content that constitutes Education Records shall be governed by FERPA. This Privacy Policy does not constitute and should not be interpreted as a waiver of any rights under FERPA.

5. Security of Data.

5.1 **E-School Academy Security Measures.** E-School Academy and its affiliates, agents, Service Providers, and School Officials take reasonable and legally-required steps to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of the Personal Information furnished by a User to E-School Academy. Such steps may include internal reviews of data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where Personal Information is collected, stored, and/or maintained. No Internet or e-mail transmission, however, is ever fully secure or error free. E-School Academy does not warrant or ensure the security of any Personal Information or any other Data that a User transmits or discloses to E-School Academy. E-School Academy also cannot guarantee that any such information will not be accessed, disclosed, altered, or destroyed by breach of any of E-School Academy's physical, technical, or managerial safeguards, including this Privacy Policy. Therefore, a User should take special care in deciding what Data is furnished to E-School Academy.

5.2 **Security Measures Required of Users.** When a User accesses the Website(s), Content, or Services, E-School Academy may require that a secure connection between a User's computer and E-School Academy's server be established. To accomplish this, E-School Academy and its affiliates, agents, or Service Providers may use a technology called Secure Socket Layers (SSL), an encryption technology that works with most browsers. A secure connection is maintained until a User leaves the secure area. Although SSL encryption is intended to safeguard the confidentiality of Personal Information as it travels via the Internet, ironclad security does not exist on the Internet, and accordingly, E-School Academy cannot guarantee the safety of the transmission of any Personal Information over the Internet.

6. Use and Disclosure of Data.

6.1 Use and Disclosure of Data Other than Education Records. E-School Academy may disclose Data other than Education Records to Service Providers and others including credit card or payment processors, cloud storage providers, customer support tools, product development tools, information technology and security service providers, and marketing or analytics tools. Disclosure shall be for the purposes of providing the Services, operating, and maintaining the Website(s) and Content, management of User Accounts, communication with Users (including sharing Data between Users), and marketing to Users to the extent permitted by law. E-School Academy will disclose Data other than Education Records to law enforcement and government agencies to the extent required by law.

6.2 Use and Disclosure of Education Records. E-School Academy uses and discloses Education Records as provided in this Privacy Policy and consistent with FERPA and E-School Academy's FERPA policy. E-School Academy may disclose Education Records, including Personally Identifiable Information, for any purpose permitted by FERPA and E-School Academy's FERPA policy, including (i) disclosure to School Officials and (ii) disclosure of Directory Information, upon provision of E-School Academy's FERPA notice to parents and compliance with the opt-out provisions therein.

6.3 School Officials Other Than Employees. A School Official who is not an employee of E-School Academy shall (i) collect and use Education Records and related Data only as necessary to fulfil its duties to E-School Academy and its Students and Parents, (ii) store and process Education Records and related Data in accordance with industry best practices, including appropriate administrative, physical, and technical safeguards to secure the Education Records and related Data from unauthorized access, disclosure, and use, (iii) not share the Education Records and related Data with any other party without prior written consent of E-School Academy except as required by law, (iv) provide access to the Education Records and related Data to E-School Academy, Students, and Parents to the full extent required by FERPA, and (v) destroy the Education Records and related Data or return them to E-School Academy when the Education Records and related Data are no longer needed for the specific purpose(s) for which they were provided to the School Official.

6.4 Use of De-Identified Data by Third Parties. When de-identified Data is disclosed by E-School Academy to third parties as otherwise provided herein and permitted by FERPA, the recipient may use de-identified Data for product development, research, or other purposes. De-identified Data shall have all direct and indirect personal identifiers removed. This includes, but is not limited to name, ID numbers, date of birth, demographic information, location information, and school ID. The recipient shall not: (i) attempt to re-identify de-identified Data, (ii) transfer de-identified Data to any party unless that party

agrees not to attempt re-identification, or (iii) use any Data or Data mining to advertise or market to Students or their Parents.

7. Additional Provisions.

7.1 **FERPA.** With respect to any Data constituting Education Records, Students and Parents shall enjoy all rights provided for by FERPA, including the right to access and amend Education Records to the extent permitted by FERPA. Students and Parents are encouraged to review E-School Academy's FERPA notice.

7.2 **COPPA.** As a public virtual charter school, E-School Academy is not subject to COPPA. E-School Academy will, however, ensure that its Service Providers and non-employee School Officials comply with COPPA, to the extent applicable.

7.3 **Retention and Destruction of Data.** E-School Academy will retain Data for as long as is necessary for the purposes set out in this Privacy Policy, including provision of the Services. Except where prohibited or limited by law, E-School Academy may destroy Data at any time in its sole discretion. E-School Academy will comply with FERPA with respect to the retention and destruction of Education Records.

7.4 **Servers.** E-School Academy may possess Data on servers located throughout the United States or in other countries.

7.5 **Exclusions.** This Privacy Policy shall not apply to any unsolicited Data a User provides to E-School Academy. Unsolicited Data includes (i) information posted to any public areas of the E-School Academy Website(s); (ii) any ideas for modifications to E-School Academy's Website(s), Content, and Services, and (iii) User-furnished Content, that by its nature is accessible or intended to be accessible to other Users of E-School Academy's Website(s), Content, and Services and is not otherwise subject to FERPA. Unsolicited Data shall be deemed to be non-confidential and E-School Academy shall be free to reproduce, use, disclose, and distribute such unsolicited Data to others without limitation or attribution.

7.6 **Updating Personal Information.** E-School Academy processes Personal Information only for the purposes for which it was collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. E-School Academy takes reasonable steps to ensure that Personal Information is accurate, complete, and current, but depends on Users to

update or correct their Personal Information whenever necessary. Users must identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and E-School Academy may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required.

7.7 Third-Party Advertisers and Ad-Serving Companies. To the extent not prohibited by law, E-School Academy may deliver advertising to Users by third-party advertisers. Said third-party advertisers may automatically receive a User's IP address or other information about the User's device when serving advertisements. Third-party advertisers may also download cookies to a User's device or use other technologies such as JavaScript and "web beacons" to measure the effectiveness of the advertisements served and to personalize advertising content. Third-party advertisers may use information obtained thereby to recognize a User's device each time the third-party advertiser sends a User an advertisement in order to measure the effectiveness of the ad and to personalize advertising content. Further, third-party advertisers may use aggregated information (not including Personal Information) about a User's access to and use of E-School Academy's Website(s), Content, and Services in order to provide advertisements about goods and services of potential interest to Users. E-School Academy does not access or have control of the cookies that may be placed by third-party advertisers. Third-party advertisers do not have access to Personal Information unless a User chooses to share it with them. This Privacy Policy does not apply to the use of tracking technologies or Personal Information by third-party advertisers.

7.8 Other Sites. This Privacy Policy applies to E-School Academy's Website(s), Content, and Services. E-School Academy does not exercise control over any third-party websites. Third-party websites accessed by a User may place their own cookies or other files on a User's device, collect Data, or solicit Personal Information from a User. Links to third-party websites from E-School Academy Website(s) and Content do not imply E-School Academy's review or endorsement of the third-party websites or certification that the third-party websites will comply with privacy protections with respect to User Data.

7.9 Enforcement. Users may direct inquiries regarding enforcement of this Privacy Policy to E-School Academy through its Website(s). Upon receipt of an inquiry, E-School Academy will investigate the same and provide a response to the User. E-School Academy will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of Data that cannot be resolved directly between E-School Academy and a User.

7.10 **Notice of Privacy Rights to California Residents.** California law requires that E-School Academy provide Users with a summary of privacy rights under the California Online Privacy Protection Act and the California Business and Professions Code. California law requires E-School Academy to inform a User, upon request, of the following: (i) the categories of Personal Information E-School Academy collects and what third parties E-School Academy shares that information with; (ii) the names and addresses of those third parties; and (iii) examples of the products marketed by those companies. California law further requires E-School Academy to allow a User to control whom the User does not want E-School Academy to share that information with. To obtain this information, please send a request by email or standard mail to E-School Academy. When contacting E-School Academy, a User should identify the User's name, address, email address, and what Personal Information the User does not want E-School Academy to share with third parties. The request should be labeled "California Customer Choice Notice." E-School Academy may take up to thirty (30) days to respond. There is no charge for a User's request to control the sharing of Personal Information or giving notice under this Section 7.10.

7.11 **Survival of this Policy.** If a User closes the User's Account or becomes inactive, E-School Academy will continue to adhere to the provisions of this Policy with respect to Data furnished by the User.