

PRIVACY POLICY — AskElira Schools

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How AskElira Schools Collects, Uses, and Protects Information. Effective on publication following counsel approval.

POLICY IDENTIFICATION

Document	Privacy Policy
Applies To	schools.askelira.com and related AskElira Schools services
Operated By	stoplosses.ai LLC ("AskElira," "we," "us"), a Wyoming limited liability company
Governing Frameworks	FERPA (20 U.S.C. § 1232g; 34 CFR Part 99); NY Education Law § 2-d; 8 NYCRR Part 121; COPPA
Related Agreement	Governed alongside the AskElira Schools DPA and NY Ed Law § 2-d Addendum executed with each partner school

HOW THIS POLICY WORKS WITH YOUR SCHOOL'S DPA. Your child's school remains the data **controller** of all student and family education records at all times. AskElira acts solely as the school's **processor** under a signed Data Processing Agreement (DPA) and NY Education Law § 2-d Addendum. If anything in this Privacy Policy conflicts with that DPA, the DPA controls with respect to the handling of student education records.

1. OUR COMMITMENT TO PRIVACY

stoplosses.ai LLC provides enrollment-outreach and operations-automation software to charter schools through schools.askelira.com (the "Platform"). This Policy explains what information we collect, how we use it, and the choices available to schools, families, and staff.

1A. Definitions

"Education Record" — as defined in FERPA, 34 CFR § 99.3. **"Personally Identifiable Information"** / **"PII"** — as defined in FERPA, 34 CFR § 99.3, and NY Education Law § 2-d. **"Student Data"** — PII from a student's Education Record that AskElira receives from a partner school, as itemized in Schedule A. **"Sub-processor"** — a third-party vendor engaged by AskElira to help deliver the Platform, bound by written contract to the same data-protection obligations AskElira owes the school.

2. INFORMATION WE COLLECT

School Staff & Administrator Information. Name, work email address, telephone number, and role; the IEP director's name and email address; that staff member's dashboard password, kept only as a salted cryptographic digest we cannot reverse and never as the password itself; single-use sign-in tokens and authentication events (actor, timestamp, coarsened source IP); dashboard activity; support requests, their transcripts, and support feedback; billing contact details and payment-method status; and signer details and the audit trail for documents executed electronically. This is staff data, not student data. It is processed for account operation, support, billing, and contract execution, and it is shared only with the processors listed under Sub-

Processors below. We retain it for the life of the school's account and delete it during the 30-day offboarding, except billing records we must keep under tax and accounting law and the executed contract record itself. **We do not receive or store full payment-card numbers.**

Family & Guardian Information (provided by your school). Consistent with the data-minimization commitment in our DPA, we collect and process only the following — no more:

- Guardian name, phone number, email address, and preferred language.
- Student first name, for enrollment outreach (last name not collected for this purpose).
- Student full name (first and last), used only where daily attendance alerts are enabled, and only in the **text and email** notices, so a household with more than one child knows which child the notice concerns. **Attendance phone calls say the first name only**, because a call plays to whoever answers. Full names are never used for enrollment outreach.
- Grade level (enrollment grade, not an academic grade), seat/application or waitlist status, waitlist position, and enrollment year.
- The school system's student and application record identifiers (SIS IDs), used to reconcile records with the school's enrollment system.
- One attendance category for a school day, used only where daily attendance alerts are enabled: present, tardy, half day, excused absence, unexcused absence, out-of-school suspension, not enrolled, or no session. Your school's own status text is normalized to one of those eight values when the file is uploaded, and the text itself — including any reason for an absence your export happens to carry — is discarded rather than stored. These records also produce the attendance measures your staff see in your own dashboard.
- Campus/site identifier, where a school operates more than one campus.
- An IEP status flag (yes/no) and an IEP-file-attached flag (yes/no), used solely to route a family to the correct enrollment workflow and notify the IEP director — no clinical content, classification, or document contents.
- Registration-paperwork checklist status (which required documents are in or missing — never their contents).
- Staff enrollment notes that school staff choose to share with the service (Social-Security-number-shaped text is automatically redacted before storage).
- The outcome and a brief operational summary of each automated call or message. **The Platform's automated voice calls are a deterministic keypad-response IVR and plain text-to-speech announcements; they are not recorded and not transcribed.**

We do not begin automated calls, texts, or emails to a guardian until a consent status of "confirmed" is recorded for that guardian.

Information We Are Contractually Prohibited From Collecting. Our DPA expressly prohibits, and we do not collect or store: Social Security numbers, student grades or transcripts, full IEP documents or other clinical/medical records, immigration status, financial or banking data, student photographs, biometric data, or disciplinary records.

Usage & Technical Information: log data, device/browser type, and aggregate usage patterns, similar to standard website analytics. Family information for enrollment and attendance outreach is provided to us by the partner school. **One exception:** where the school enables the family question-and-answer assistant, a guardian who types a question into the school's website chat widget, texts a question to the school's number, or — where the school enables that channel — sends a question to the school's number on WhatsApp, sends that question text to us directly. WhatsApp is a further way to reach the same assistant, not a further feature: the question is handled identically whichever way it arrives, except that a WhatsApp message also passes through Meta's

network, which is disclosed in the sub-processor list below and in "Where information is stored." That text is handled as described in DPA § 3.1(a) and § 3.5: if the assistant can answer it from the school's own published information, the question itself is not kept; if it cannot, the question is passed to the school so a member of staff can answer, and it is kept with that school's records and deleted on the schedule in Section 8. The widget is labelled for guardians, states that it is an automated assistant, links to this Policy, and asks that no sensitive personal information be entered. It is not directed to children, we do not knowingly accept information from a child under 13, and nothing entered in the widget is used for advertising or profiling.

Schedule A — Itemized Student Data Elements

Complete list of student-related data elements AskElira processes on behalf of a partner school (mirrors DPA § 3.1): student first name; student full name (attendance alerts only); grade level; seat/waitlist status; waitlist position; enrollment year; SIS student/application record identifiers; attendance category for a school day (one of eight values, normalized from the school's own status text at upload, with the text and any stated reason discarded); campus/site identifier; guardian name, phone, email, preferred language; IEP flag (boolean) + IEP-file-attached flag; registration-paperwork checklist status; staff enrollment notes (SSN-redacted); call/message outcome + brief summary (no audio, no transcript).

Sub-Processors (*summarises DPA § 5.3(a) and § 5.3(b); the DPA controls*)

The current list is published at schools.askelira.com/legal/subprocessors; the table below is that list as of Version 3.0 · August 2026. Each is bound by written agreement to use Student Data solely to provide its service to AskElira. Rows marked AI model provider are the providers referred to in DPA § 3.5; where more than one is listed, each is engaged only for the functions stated in its row.

DOCUMENT DETAILS

Sub-Processor	Function
Twilio, Inc.	SMS/text delivery (A2P 10DLC) + keypad-IVR and plain-TTS voice calls
Meta Platforms, Inc. (WhatsApp)	Carries family Q&A assistant messages over WhatsApp, where your school enables that channel — reached through Twilio's WhatsApp Business API, with Twilio the provider of record and Meta operating the network and receiving the message content. Meta makes us no United States processing commitment — see “Where information is stored” below
Google Cloud (Vertex AI)	AI model provider (DPA § 3.5): family Q&A assistant, staff support assistant, and reading of school-published documents (flyers, calendars), on a US Processing Endpoint. Google does not use this content to train or improve its models — see “Where information is stored” below
Amazon Web Services (Amazon Bedrock)	AI model provider (DPA § 3.5): the staff-note send/hold review, on a US Processing Endpoint with zero data retention and zero operator access — nothing is stored. The model it serves was developed by DeepSeek and is operated entirely by AWS; the developer receives no content, and content is not used to train any model
Google (Sheets)	Enrollment tracker autofill, where authorized
Turso (ChiselStrike)	Primary encrypted database hosting
Vercel, Inc.	Application hosting and the serverless runtime that processes Student Data

Sub-Processor	Function
AgentMail (Amazon SES)	Transactional email delivery + inbound sender authentication
Resend, Inc.	Standby email delivery — used only when the primary email provider will not accept a message, so that a message to your school is not lost to an outage
SchoolMint	Enrollment/waitlist synchronization (school-authorized)
Stripe, Inc. (<i>school staff/billing data only — no student data</i>)	Subscription billing and payment processing
eSignatures.com (<i>school staff/signer data only — no student data</i>)	Electronic execution of the onboarding instruments

*Anthropic PBC is used only as internal development tooling and never processes Student Data in production. The former conversational-voice path, which used VAPI with OpenAI as its model provider, was retired on July 24, 2026. We give the partner school not less than **30 days'** notice before adding or replacing a sub-processor with access to Student Data, and an opportunity to object.*

3. HOW WE USE INFORMATION

Solely to provide the services your school engaged us for: voice (keypad IVR), SMS, and email outreach to offered and waitlisted families; flagging students who may require IEP-related follow-up for internal routing; generating daily operations digests and enrollment reporting; and maintaining, securing, and improving the Platform. **We do not use school, student, or family information for our own advertising or marketing, do not sell it, and do not use one school's data for the benefit of any other school.** This restriction is permanent and survives termination. **We do not use student or family data to train, fine-tune, or improve any AI/ML model beyond the scope of the services provided to that specific school** — this applies to our own systems and to any AI sub-processor we engage.

4. OUR ROLE UNDER FERPA

With respect to education records, AskElira operates as a "school official" with a "legitimate educational interest" under 34 CFR § 99.31(a)(1) **when the conditions for that status are met** — including the school's inclusion of AskElira within its annual FERPA notification, the school's direct control over use and maintenance of records, and AskElira's use of records only for the authorized purpose subject to the § 99.33(a) redisclosure limits. Requests to access, correct, or delete a student's education records should be directed to your school, which remains the record holder under FERPA. AskElira supports the school in fulfilling such requests as required by the DPA.

5. NEW YORK EDUCATION LAW § 2-d

For New York partner schools, AskElira's handling of student data is additionally governed by NY Education Law § 2-d and 8 NYCRR Part 121. Consistent with the Parents' Bill of Rights published by your school, AskElira: limits use of student data to the purposes authorized in the DPA and § 2-d Addendum; does not use it for marketing or commercial purposes; maintains NIST-CSF-aligned safeguards; holds student data at rest, and the

backups of it, in United States regions, and operates no store, no backup, and no personnel access path outside the United States, while not promising that nothing ever leaves the country, because three of its infrastructure providers do not promise that to AskElira — see "Where information is stored" below; and will notify the school of a Security Incident without unreasonable delay and in no case more than **forty-eight (48) hours** after discovery, consistent with the DPA — so the school can meet its own parent-notification obligations (no more than 60 days) and its reporting obligations to the NYSED Chief Privacy Officer under § 2-d and 8 NYCRR § 121.10. Parents with questions about their § 2-d rights, or who wish to challenge the accuracy of student data, should contact their school directly.

6. DATA SHARING AND DISCLOSURE

We do not sell personal information or student data and do not share it with other schools or unrelated third parties. We use a limited number of sub-processors to operate the Platform, each bound by written confidentiality and data-protection obligations consistent with our DPA. We disclose information only: (a) as directed by the partner school; (b) to sub-processors bound by confidentiality obligations; (c) if required by law, subpoena, or governmental request; or (d) to protect the rights, property, or safety of AskElira, our partner schools, or others.

7. DATA SECURITY

We maintain administrative, technical, and physical safeguards designed to protect Student Data, specifically including:

- Encryption of Student Data at rest (provider-managed storage/volume-level, AES-256 or equivalent) and in transit (TLS 1.2 or higher).
- Application-level envelope encryption (AES-256-GCM with RSA-OAEP key wrapping) for school-system credentials.
- Role-based access controls limiting Student Data access to personnel who need it.
- **Multi-factor sign-in on every staff and administrator account, with no exemption: a password belonging to that one person — kept only as a salted cryptographic digest we cannot reverse, never as the password itself — and then a single-use link emailed to that person (5-minute expiry, single-use). A password on its own never opens the dashboard.** Multi-factor authentication is additionally maintained on the underlying infrastructure-provider consoles.
- Automated monitoring and logging of systems that process Student Data (hourly scheduled scans, run as a cloud-scheduled job on our production hosting platform; security-event logs retained ≥90 days).
- Data-privacy and security training for any AskElira personnel with access to Student Data, before access and annually thereafter, consistent with 8 NYCRR § 121.6(a)(4) and § 121.9(a).

No method of transmission or storage is completely secure. If we become aware of a Security Incident affecting Student Data, we will notify the affected school per Section 5 and the DPA.

8. DATA RETENTION AND DELETION

We retain Student Data only as long as necessary to provide services (mirrors the DPA § 9 record-class matrix):

- Active family-operational Student Data is retained for the school's active subscription; **each family's data is automatically deleted after 90 days of inactivity.**

- Within **30 calendar days** of contract termination or expiration, AskElira will, at the school's direction, securely delete or return all Student Data from active production systems, except where longer retention is required by law. Sub-processors are instructed to delete the Student Data they hold **within 90 calendar days** of termination, matching DPA § 9 and § 2-d Addendum § 3 — AskElira does not promise a shorter period for data held on a sub-processor's systems.
- Backup and disaster-recovery copies are permanently deleted within **90 calendar days** of the termination date.
- Consent, opt-out, and wrong-number suppression records are kept while the account is active plus **four years**, so the record evidencing TCPA and do-not-contact compliance (47 CFR § 64.1200) outlasts the limitations period applied to TCPA claims. This is the one category we deliberately keep past the contract term.

AskElira provides written confirmation of deletion upon request.

9. PARENT, GUARDIAN, AND SCHOOL RIGHTS

Because your school is the data controller, requests to access, correct, or delete student or family information should be directed to your school. AskElira assists the school as required under FERPA, § 2-d, and the DPA, and does not act on requests received directly from parents independent of school direction.

10. CHILDREN'S PRIVACY (COPPA)

The Platform is a business-to-business tool used by school staff and administrators; it is not directed to, or knowingly used directly by, children under 13. Information about students is provided to us by partner schools, not collected directly from children. Consistent with FTC guidance under COPPA, where a school authorizes the collection of a student's personal information for a school-authorized educational purpose, AskElira uses it only to provide the services and for no commercial purpose.

Where information is stored

Our systems run on United States infrastructure. Our database (Turso), application hosting and runtime (Vercel), message delivery (Twilio and Amazon SES), billing (Stripe), and signature records (eSignatures.com) are all configured to United States regions. We keep no store or backup of our own outside the United States, and no AskElira personnel access this information from outside the United States.

The AI features run in a United States region. When the family Q&A assistant answers a question, when the staff-note review gate reads a note, when a staff member uses the support assistant, or when a school-published flyer or calendar is read, that content goes to **an AI model provider named in DPA § 5.3(a), through a US Processing Endpoint. For Google Cloud (Vertex AI)** — the family Q&A assistant, the support assistant and document reading — Google commits that data at rest stays in the selected region and that the model processing happens in that region, does not use the content to train or improve its models, and may hold prompts and responses for up to 90 days for its own abuse monitoring, in the same United States region, without using them for training. **For Amazon Web Services (Amazon Bedrock)** — the staff-note review — nothing is held at all: the service runs at zero data retention with zero operator access, in a single United States region the model cannot route out of, and the model's developer receives no content.

We still do not promise that nothing ever leaves the country, because three of our other providers do not promise it to us. Vercel, which hosts the application, states that it may process data globally and replicates some backups globally. Twilio, which delivers texts and calls, states that choosing a region does not guarantee every piece of data stays in it. And Meta, which operates the WhatsApp network, makes no United States commitment at all — so where your school turns on the WhatsApp channel, the question a guardian sends and the answer we send back travel over Meta's global infrastructure. **That last one is the widest of the three**, because it is the message itself rather than a backup copy or delivery metadata; a school that does not turn on WhatsApp does not have it. Those are the remaining paths, and we would rather name them than make a promise we cannot keep.

The AI features are part of what the Platform is, not an add-on, so there is no configuration in which they are switched off.

11. COOKIES

The Platform may use cookies to recognize returning staff users, maintain login sessions, and understand aggregate usage. Cookies do not collect student education records.

12. THIRD-PARTY LINKS

The Platform may link to third-party sites; we are not responsible for their practices. This Policy applies only to information collected through the AskElira Schools Platform.

13. CHANGES TO THIS POLICY

We may update this Policy from time to time. Material changes affecting the handling of student data are communicated to partner schools in accordance with the DPA. The "Effective Date" above reflects the most recent revision.

14. CONTACT US

Questions about this Policy or AskElira Schools' data practices may be directed to **Ashley Kerremans, Chief Operating Officer**, stoplosses.ai LLC, 3660 Oxford Ave, Bronx, NY 10463 · akerremans@askelira.com. Contract and data-privacy notices under the DPA and the § 2-d Addendum go to elira@askelira.com, Attn: Data Privacy.

stoplosses.ai LLC · 3660 Oxford Ave, Bronx, NY 10463 · akerremans@askelira.com · Part of the AskElira Schools onboarding packet (v2.7, August 2026). The executed MSA, DPA, and NY Ed Law § 2-d Addendum control over any summary of them.