FOR DISTRICTS

The Launchpad: student data privacy pack

For district review · by The Finance Lab, a California 501(c)(3) · October 2026

This pack is for a district's technology, privacy, or legal office. It describes every kind of student data The Launchpad handles, who can see it, where it is stored, how it is protected, and how it is deleted, and it maps those practices to California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), and FERPA. A signable data agreement template is attached at the end. It is not legal advice; district counsel decides what the district signs.

At a glance

- **Minimal by design.** Students sign in with a first name, last initial, class code, and a secret word. No email, phone, birthdate, address, or government ID.
- **Teacher-scoped.** A teacher sees only their own classes, enforced by database rules, not only by the screen.
- **Never sold, never used for advertising,** and never used to build profiles beyond the course.
- **Deleted on request.** A teacher can remove one student or a whole class at any time. The Finance Lab deletes a district's records within 30 days of a written request and confirms in writing.
- **Breach notice within 72 hours** of confirming an incident.
- **Free.** No contract fee, no upsell, no corporate sponsor.

1. The program

The Launchpad is a free personal finance course for high school, designed for grades 11 and 12 and mapped to California Education Code 51284.5 (AB 2927). The Finance Lab, a California 501(c)(3) nonprofit, operates it and acts at the direction of the school. Student data exists so a teacher can see and support their own students' learning, and so The Finance Lab can evaluate the program with de-identified, aggregate results.

2. Data inventory

Students

Collected	Purpose
First name and last initial	So the teacher knows whose work it is
Class code and a student-chosen secret word (color plus animal)	Sign-in without an email or password
Module progress, quiz and activity answers, short written reflections	The coursework itself
Confidence ratings before and after each module	So the teacher and student can see growth
Two three-question financial literacy surveys (first day, last day)	Class and program results
Time on task, a "stuck" signal, and whether The Launchpad is the window in front	The teacher's live view during class
Money Moves: real-world steps the student plans or marks done, with dates	The student's own action list
Help requests ("raise a hand"), with an optional typed message	So the teacher can come help

Some activities ask about a student's own situation, such as a budget built on their own numbers or whether they have health coverage, so the lesson fits their life. Those answers are stored with the student's coursework under the same terms. A student can pick an income range or immigration status to see college aid guidance that fits them; those two answers are used on screen and not saved.

Not collected: email, phone, home address, or birthdate; Social Security or other government ID numbers; race, ethnicity, gender, or disability; photos, files, or camera access; location; advertising identifiers or cross-site tracking; passwords students use anywhere else.

Teachers: email address, display name, school, district, and Title I status; their sign-in is handled by the database provider. **From Canvas** (optional, when a district connects it): the student's first name, last initial, an opaque Canvas user ID, and the course title. Email is not read.

In the browser: a sign-in session cookie, and a student's in-progress answers until the module is submitted, so work survives a lost connection. On shared devices, students should sign out at the end of class.

3. Who can see student data

Who	What they see
The student	Their own work, and a Finance Notebook PDF of their big ideas in their own words, theirs to keep
Their teacher	Their own classes only: progress, answers, reflections, live status, help requests, and class exports
Classmates	Only a response the student chooses to share in a class activity. Teachers can also project class-wide tallies of short answers with no names attached
The Finance Lab staff	Identifiable records only to support a teacher who asks for help; program results as de-identified aggregates
Anyone else	No one, unless the district agrees in writing

Database rules enforce these limits for every request, so a student's account can reach only that student's records and a teacher's account only that teacher's classes. The Finance Lab verified these rules from outside the system with the public application key on October 23, 2026.

4. Service providers

Each provider processes data only to run its part of the service, and none uses student data for its own purposes. Supabase, Vercel, GitHub, Resend, Sentry, and Umami do so under data processing agreements.

Provider	Role	What it receives
Supabase	Database and sign-in (United States, West)	The records described above
Vercel	Application hosting (United States)	Requests passing through the application
GitHub	Runs the nightly database backup and stores it, encrypted (AES-256), for 30 days	A copy of the database, encrypted before it is stored
Resend	Account emails to teachers	Teacher email addresses and display names
Sentry	Error reports	Technical errors, with names, emails, and class codes removed before sending
Umami	Feature usage counts	Page and feature counts, with no cookies and no student content

Two optional features use the browser's own services: dictation (in Chrome, Google turns the student's speech into text) and Listen (when the browser offers Google's US English voice, Google processes the text being read). Students can always type and read instead. The Launchpad has no artificial intelligence features and makes no other outside calls with student data.

5. Security

- All traffic is encrypted in transit (HTTPS with HSTS), and providers encrypt stored data at rest.
- Per-row database rules limit every student and teacher account to its own records (section 3).
- Server keys that can bypass those rules live only on the server, never in the browser.
- Error reports are scrubbed of names, emails, and class codes before they leave the application.
- Backups are encrypted before they are stored and roll off after 30 days.
- Access to identifiable records is limited to The Finance Lab's Executive Director, who is the designated privacy contact and is trained in student data privacy. Anyone else given access is trained first and given access only for a specific support request.

6. If something goes wrong

If The Finance Lab confirms that student records were accessed or disclosed without authorization, it notifies the district within 72 hours of confirming the incident: what happened, which records were involved, and what is being done about it. The Finance Lab then works with the district to notify affected families, or notifies them directly at the district's request, and cooperates with any investigation. The design limits what any incident could involve: The Launchpad does not ask students for contact information, birthdates, government ID numbers, or passwords they use anywhere else, and students appear only by first name and last initial.

7. Retention, deletion, and export

- **Teachers control retention.** Archiving a class hides it. Removing a student or deleting a class permanently deletes those student records, including names, answers, progress, and sign-in.
- **What remains after deletion:** de-identified results (scores, confidence ratings, and survey answers) with no names attached, and short reflections only if a student chose to share them anonymously. Encrypted backups roll off within 30 days.
- **District requests:** on written request, The Finance Lab deletes a district's student records within 30 days and confirms in writing. At the end of an agreement, it does the same without being asked.
- **Review and correction:** a parent, guardian, or student who is 18 or older can review the student's records through the school. The teacher can show them in the dashboard, and The Finance Lab corrects or deletes records within 10 business days of a school's written request.
- **Export:** teachers can export class records as a spreadsheet. Students can download their Finance Notebook at any time.
- **If the program ends,** records are deleted rather than transferred.

8. California Education Code 49073.1 (AB 1584)

A contract for digital educational software that uses pupil records must contain nine provisions. The quoted text is from the statute; the right column is where The Launchpad meets it.

Required provision	How The Launchpad meets it
(1) "A statement that pupil records continue to be the property of and under the control of the local educational agency."	Pupil records remain the property of and under the control of the district. The Finance Lab holds them only to provide the course. (Agreement: Purpose; Access and use)
(2) "A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account."	Students download their Finance Notebook, a PDF of their own work, at any time and keep it. No personal account with The Finance Lab is needed. (Section 7)

Required provision	How The Launchpad meets it
(3) "A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract."	Student data is used only to run the course for the teacher and student, and in de-identified, aggregate form to evaluate the program. (Agreement: Access and use; Research)
(4) "A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information."	Requests go through the school. The teacher can show the records in the dashboard, and The Finance Lab corrects or deletes within 10 business days of the school's written request. (Section 7)
(5) "A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records."	Encryption in transit and at rest, per-row database rules, scrubbed error reports, encrypted backups, and access limited to a designated, trained privacy contact. (Section 5)
(6) "A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records."	District notified within 72 hours of confirming an incident; The Finance Lab helps the district notify families, or notifies them directly at the district's request. (Section 6)
(7) "A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced."	At the end of an agreement, The Finance Lab deletes the district's student records within 30 days and confirms in writing; backups roll off within 30 more days. Only de-identified results remain, which the statute excludes from "pupil records." (Section 7)
(8) "A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act."	The Finance Lab acts as a school official under the district's direct control, uses records only for the course, and does not redisclose them. The district handles parent access requests, with The Finance Lab's help. (Section 10)
(9) "A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising."	The Launchpad has no advertising of any kind, targeted or otherwise.

9. SOPIPA (Business and Professions Code 22584)

SOPIPA	The Launchpad
No targeted advertising, on the service or elsewhere	No advertising of any kind, and no advertising identifiers or cross-site tracking
No profile of a student except for K-12 school purposes	Student data is used only for the course and the student's own progress
No selling of student information	Never sold, rented, or traded
Disclosure only for school purposes, legal compliance, safety, or to service providers bound to the same limits	Shared only with the service providers in section 4, each limited to running the service
Reasonable security procedures and practices	Section 5

SOPIPA	The Launchpad
Delete a student's information when the school or district asks	Teachers delete a student or class at any time; The Finance Lab deletes a district's records within 30 days of a written request

De-identified, aggregate results may be used to evaluate and report on the program, as SOPIPA allows.

10. FERPA

The Launchpad is designed to operate under FERPA's school-official exception. The Finance Lab performs a service the school would otherwise do itself, is under the school's direct control for the use and maintenance of student records, uses them only for that service, and does not redisclose them. Research uses only de-identified, aggregate results; any record-level research requires a separate written agreement with the district.

The Launchpad is built for high school students and is not directed to children under 13.

11. Agreements

- **The attached template** (next pages) can be signed as written or attached to the district's own agreement.
- **The California Student Data Privacy Agreement (CA-NDPA):** send the district's version to team@thefinancelab.co and The Finance Lab will review it and respond.
- **Where the district's own agreement is stricter, the stricter term governs.**

Questions: team@thefinancelab.co · thefinancelab.co/privacy · family notice: launchpad.thefinancelab.co/materials/family-notice.pdf

FOR DISTRICTS

The Launchpad: student data overview and agreement

Template for district review · by The Finance Lab, a California 501(c)(3)

This document describes the student data The Launchpad handles and the terms under which The Finance Lab holds it. It is written so a district can attach it to its own agreement or adopt it as written. It is not legal advice; district counsel decides what the district signs.

Purpose

The Launchpad is a free personal finance course for grades 11 and 12, mapped to California Education Code section 51284.5. Student data exists for one reason: so a teacher can see and support their own students' learning. The Finance Lab uses de-identified, aggregate results to evaluate and report on the program.

Data elements

Collected	Not collected
First name and last initial	Email, phone, home address, birthdate
A class code and a student-chosen secret word (color plus animal)	Social Security or other government ID numbers
Module progress, quiz and activity answers, short written reflections	Student login credentials of their own
Confidence ratings before and after each module	Race, ethnicity, gender, immigration status, or family income
Two three-question financial literacy surveys (first day, last day)	Advertising identifiers or cross-site tracking
Time on task, a "stuck" signal, and whether The Launchpad is the window in front, for the teacher's live view	Anything a student is asked to purchase or open

Some activities ask about a student's own situation, such as a budget built on their own numbers or whether they have health coverage, so the lesson fits their life. Those answers are stored with the student's coursework under the same terms as everything else here. A student can pick an income range or immigration status to see college aid guidance that fits them; those two answers are not saved.

Teachers provide an email address, a display name, and their school and district. From Canvas, only the student's first name, last initial, and course title are stored.

Access and use

- The student sees their own work and can download a Finance Notebook, a PDF of their big ideas and their own words.
- The teacher sees their own classes only, enforced by database rules. Teachers can export class records, remove a single student, or delete a whole class.
- The Finance Lab staff access identifiable records only to support a teacher who asks for help, and see program results as de-identified aggregates.
- Identifiable student data is not sold, shared with third parties, used for advertising, or used to build profiles. It leaves the classroom only under a written agreement with the district.

Service providers and security

The Finance Lab uses these providers, each acting as a processor under its own terms:

Provider	Role, and what it receives
Supabase	Database and sign-in sessions: the records described above
Vercel	Hosts the application (United States)
GitHub	Encrypted nightly database backup (AES-256), kept 30 days
Resend	Account emails to teachers: teacher email addresses and display names, no student data
Sentry	Error reports, with names, emails, and class codes stripped before sending
Umami	Feature usage counts, with no cookies and no student content

Two optional features use the browser's own services: dictation (in Chrome, Google turns the audio into text) and Listen (when the browser offers Google's US English voice, Google processes the text being read). Students can always type and read instead.

Traffic is encrypted in transit, and data is encrypted at rest by the providers above. A student's in-progress answers are also kept in the browser on their device until the module is submitted.

If something goes wrong

If The Finance Lab confirms that student records were accessed or disclosed without authorization, it notifies the district within 72 hours of confirming the incident: what happened, which records were involved, and what is being done about it. The Finance Lab then works with the district to notify affected families, or notifies them directly at the district's request, and cooperates with any investigation. The design limits what any incident could involve: The Launchpad does not ask students for contact information, birthdates, government ID numbers, or passwords they use anywhere else, and students appear only by first name and last initial.

Retention and deletion

Teachers control retention. Archiving a class hides it; removing a student or deleting a class permanently deletes those student records, including names, answers, and progress. The Finance Lab keeps de-identified results (scores, confidence ratings, and survey answers, with no names attached) and short reflections only if a student chose to share them anonymously. Encrypted backups roll off within 30 days. On written request from a district, The Finance Lab deletes a district's student records within 30 days and confirms in writing. When The Finance Lab ends the program, records are deleted rather than transferred.

Research

The Finance Lab may publish de-identified, aggregate outcomes (for example, the share of a cohort answering all three survey questions correctly). A district may request its own aggregate results. Sharing of any record-level data with a researcher happens only under a separate written agreement with the district and applicable consent.

Legal framework

The Launchpad is designed to operate under the school-official exception of FERPA, with The Finance Lab acting at the direction of the school. The terms above are written to meet the operator obligations of California's SOPIPA (Business and Professions Code 22584) and AB 1584 (Education Code 49073.1); the district confirms which apply to its adoption. Where a district's own agreement is stricter, the stricter term governs.

Agreement

District: _____ Authorized signature: _____ Date: _____

The Finance Lab: Tyler Hensley, Executive Director Signature: _____ Date: _____

Contact: team@thefinancelab.co · thefinancelab.co/privacy