



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

9/23/20

AGENDA ITEM (ACTION ITEM):

Consider/approve the agreement and renewed purchase for the online platform Xello for scholars to create successful futures through exploration and planning for their Individual Learning Plan (ILP).

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 04.31 Authority to Encumber and Expand Funds

HISTORY/BACKGROUND:

The Kentucky Department of Education no longer provides an online platform for middle and high school scholars to create their ILP. Kenton County Schools researched and selected the online platform Xello. The middle and high school will continue with Xello for Jan. – Dec. 2021.

FISCAL/BUDGETARY IMPACT:

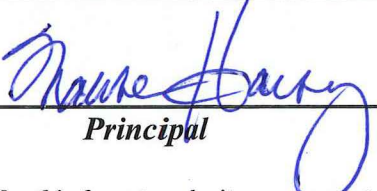
The annual cost for the middle and high schools is \$3.50 per scholar. The request is for the school board to fund half of the per scholar cost. $3368 \text{ M.S.} + 4342 \text{ H.S.} = 7710 \text{ Scholars} \times \$3.50 = \$26,985.00 \text{ Total. Cost for M.S./H.S. } \$13,492.50 \text{ and cost for School Board } \$13,492.50. \text{ See attachment for details.}$

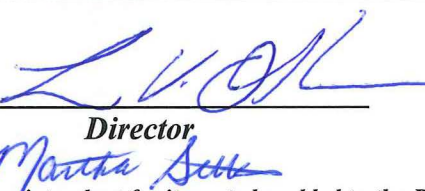
RECOMMENDATION:

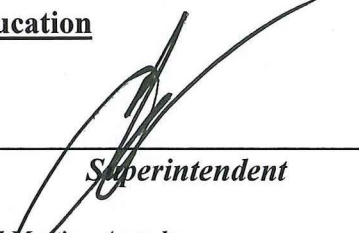
Recommend Approval of the agreement and renewed purchase for the online platform Xello for scholars to create successful futures through exploration and planning for their Individual Learning Plan (ILP). The purchase is for one year Jan. 1 – Dec. 31, 2021 with the option for renewal.

CONTACT PERSON:

Francis O'Hara, Director of Districtwide Programs and Transition Education


Principal


Director


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

Kenton County Estimated Xello Cost 2020-2021	Middle School \$3.50 Per Scholar KCSD Pays 1/2 & school pays 1/2	High School \$3.50 Per Scholar KCSD Pays 1/2 & school pays 1/2	Total for School Board & Schools
Kenton County School Board	\$5,894.00	\$7,598.50	\$13,492.50
Turkeyfoot M.S. (1108)	\$1,939.00		\$1,939.00
Twenhofel M.S. (868)	\$1,519.00		\$1,519.00
Summit View Academy (740)	\$1,295.00		\$1,295.00
Woodland M.S. (652)	\$1,141.00		\$1,141.00
Simon Kenton H.S. (1818)		\$3,181.50	\$3,181.50
Dixie Heights H.S. (1475)		\$2,581.25	\$2,581.25
Scott H.S. (1049)		\$1,835.75	\$1,835.75
(3368 M.S. + 4342 H.S. = 7710 Scholars)	\$11,578.00	\$14,980	If contract is renewed \$26,985.00

Xello Quote

Proposal for **Kenton County School District**

Prepared By:

Idan Firestein

Success Manager

(800) 965-8541

idanf@xello.world

Renewals Department

(800) 965-8541

renewal@xello.world

ORDER / QUOTE

REF-040885

PO#:

QUOTE FOR:

ATTN: **Accounts Payable**

Kenton County School District

1055 Eaton Dr

Ft Wright, KY 41017

REQUESTED BY:

Francis O'Hara

Kenton County School District

1055 Eaton Dr

Ft Wright, KY 41017

SUBSCRIPTION PERIOD:

Not Applicable

Start Date: **Jan 1, 2021**

End Date: **Dec 31, 2021**

Duration: **12 months ***

Year 0 of (+0.0%)



PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School	4,342	\$3.50	\$3.50	\$15,197.00
Kentucky Special Pricing				
1. Dixie Heights High School				
2. Scott High School				
3. Simon Kenton High School				
Xello for Middle School	3,368	\$3.50	\$3.50	\$11,788.00
Kentucky Special Pricing				
1. Summit View Academy				
2. Turkey Foot Middle School				
3. Twenhofel Middle School				
4. Woodland Middle School				
To be processed				26,985.00

* Prorated based on a 12-month subscription

Total: \$26,985.00

NOTES:

An invoice will be sent after the quote is approved.

GRAND TOTAL:

\$26,985.00
USD

Xello Terms of Use Agreement

W8 Form

Billing + Renewals FAQ's

Terms & Conditions

Privacy Policy



idanf@xello.world



Phone: (800) 965-8541 Ext.227



Fax: 416.463.0938

1867 Yonge Street • Suite 700 • Toronto, ON M4S 1Y5 • Canada 2 Oakwood Drive • Loughborough • Leicestershire, LE11 3QF • United Kingdom

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Xello Terms of Service

Welcome to Xello

Xello is provided by Xello Inc., located at 1867 Yonge Street, Suite 700, Toronto, Ontario, M5S 1Y5, Canada.

Xello is an online program that helps student users (“Students”) create a successful future through self-knowledge, exploration, and planning.


With Xello, Students discover the unique pathway that’s right for them using an investigative, discovery-based learning process that opens their minds to exciting possibilities. As Students gain self-knowledge through assessments and reflection, they save careers, schools, programs, and experiences to form a vibrant, visual roadmap that’s easy to update and share.

Xello also provides educators, including teachers, counselors and administrators (“Educators”) with access to tools that enable them to monitor the progress of their students, and to communicate with students to help them achieve their future readiness goals.

Agreement to the Terms

These Terms of Service (“Terms”) are entered into by and between Xello Inc. (doing business as, and hereinafter referred to as “Xello,” “we,” or “us”) and the school or school district or other entity agreeing to these terms (“School”).

These Terms govern School’s and administrators or educators who are acting on a School’s behalf (“Authorized Administrator”) access to and use of the Xello platform, website, or any other website or application of Xello that link to or incorporate the Terms (collectively the “Services”). These Terms are effective: (i)

 as of the date the School accepts or agrees to these Terms or, (ii) if these Terms are attached to a separate agreement, the date such separate agreement is accepted by you.


In accepting these Terms on behalf of a School, you represent and agree that: (i) you have the legal authority to bind such School to these Terms; (ii) you have read and understand these Terms; (iii) you agree, on behalf of the School, to these Terms; and (iv) School or any Authorized Administrator setting up user accounts is solely responsible for providing any legally required notices and obtaining any necessary permissions to use and share information in the Services and providing any legally required means for a parent or legal guardian to review or correct any student data. The term “you” as used herein shall refer to School or Authorized Administrator with respect to the Services.

Educators, Students, parents or guardians of a Student, or Authorized Administrators of a School account who use the Services through an account are each individually a “User” and collectively “Users.”

IMPORTANT: AS SET FORTH BELOW, THE SERVICES ARE PROVIDED “AS IS” AND XELLO’S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THE SERVICES IS LIMITED AS PROVIDED HEREIN.

Using the Services

You agree not to use the Services for any purpose or in any way that is unlawful or prohibited by these Terms. Without limiting the foregoing, you may not: (a) knowingly use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services; (b) obtain or attempt to obtain any Content (as defined below) or information through any means not intentionally made available or provided for through the Services; or (c) submit or transmit any content, files, videos, photos, web links, or other materials to the Services, including but not limited to User Content (as defined below) or otherwise use the Services in ways that: (i) are defamatory, threatening, obscene, or harassing, (ii) contain a virus, worm, Trojan horse, or any other harmful component, (ii)

 interfere with the operation, appearance, security or functionality of the Services; (iv) include unsolicited commercial messages; or (v) impersonate a Xello employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity.

We, in our sole discretion, may suspend or stop providing the Services to any User or you for actions that violate these Terms, or to protect the security, safety, and rights of other Users, Xello or the Services, including to investigate suspected misconduct.


Intellectual Property

The Services, and the information, data and content made available in the Services (“Content”) and any software used to provide the Services, is protected by copyright under Canadian, United States, and foreign laws and international treaties. Unauthorized use of the Services, including the Content, may violate copyright, trademark, and other laws. Using the Services does not give you ownership of any intellectual property rights in the Services or the Content you access.

You may not store, modify, reproduce, transmit, reverse engineer, create derivative works, or distribute a portion of the Content.

You may not copy the design, layout, organization, or “look and feel” of the Services in any form or media. The systematic retrieval of data from the Services is also prohibited.

You may use the Services and access, download, and print materials from the Services solely for your (and your Students’) educational and non-commercial use. No right, title, or interest in any of the content contained in the Services, including but not limited to Content, is transferred to you as a result of accessing, downloading, or printing such Content.

 If you submit feedback, suggestions, or ideas about how to improve the Services (“Feedback”), we may use such feedback, suggestions, or ideas without obligation to you.

Security and Confidentiality

Both parties will use commercially reasonable efforts to maintain the security and confidentiality of personal information, including Student Personal Information (as defined in the [Privacy Policy](#)), collected in the Services, consistent with applicable law, in order to help protect such personal information from unauthorized access, provided that certain information may be available to School and Users or third parties pursuant to the direction of School, Educators, or Authorized Administrators and depending on how Users choose to use the Services’ features.

We may disclose Student Personal Information that is confidential: (a) at the direction of the School or Authorized Administrator; (b) as required or permitted by applicable law; (c) in accordance with valid legal process; or (d) with the written consent of the School or parent (to the extent required or permitted by applicable law). Before disclosing such information in accordance with legal process, we will use commercially reasonable efforts to promptly notify School. We shall not be required to provide notice before such disclosure if (i) we are legally prohibited from giving notice or (ii) the legal process relates to exceptional circumstances involving danger of death or serious physical injury to any person. School understands that we will rely on one or more subcontractors to provide the Services We have contracts in place with such subcontractors requiring them to protect Student Personal Information in a way that is at least as protective as we have undertaken to treat such information in these Terms and comply with applicable law.

xello FERPA

For Schools subject to United States federal law, we acknowledge that data from Student Users may include “personally identifiable information” from “education records” that are subject to Family Educational Rights and Privacy Act (“FERPA”) (“FERPA Records”). To the extent that we receive FERPA Records in providing the Services, the parties agree that Xello functions as a “school official” with a legitimate educational interest pursuant to 34 CFR § 99.31(a)(1). With respect to FERPA Records, Xello will maintain its status as a School Official and acknowledges that a failure to do so may result in a termination of these Terms and any other agreement for the Services. As between the parties, School owns and controls all Student Personal Information, including but not limited to FERPA Records, provided in the Services, whether provided by the School, another User, or any other third-party.

The limitations set forth in this section shall not apply to any information which we receive or that is provided to the Services pursuant to consent of Student User’s parent or guardian or consent of a Student User who is at least 18 years of age or the age of majority in such User’s jurisdiction of residence. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Services’ Accounts

School and Authorized Administrators are responsible for (a) maintaining the security and confidentiality of their account credentials and taking reasonable steps to prevent unauthorized access to such account (e.g., logging out when done using the Services or away from your device); (b) creating Student accounts and (c) providing all required notices and obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any information, including Student Personal Information, from accounts of other Users. As between Xello and School, School is responsible for any activities,

xello including any violation of the Terms, that occur under a School account, an Authorized Administrator account, and any User accounts created by School or Authorized Administrator account.

You shall notify Xello of any known or suspected unauthorized use of your account, other User accounts, or any known or suspected breach of security of the Services, including loss, theft, or unauthorized disclosure of your password.

User Content

While using the Services, School and Users can upload, submit, store, send, or receive content ("User Content"). User Content does not include Feedback. As between the parties, School retains ownership of any intellectual property rights held in User Content. You agree that we can use, host, display, modify and publish such content for the purpose of providing the Services. We do not claim any ownership rights in User Content that is submitted to the Services.

As set forth in the [Privacy Policy](#), upon request or upon termination of the Agreement, we shall, at direction and election of the School, destroy Student Personal Information, including FERPA Records, and User Content or return them to the School with rights to such information and direct our subcontractors to do the same, provided that we may comply with applicable law regarding the transfer of and/or retention of such records. Such records or User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).

At all times, you and your School are responsible for, and agree you have the rights to submit, post and upload the User Content or Feedback you submit to the Services.

We reserve the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content submitted to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to Xello, the Services or its users, consistent with applicable law, but we do not assume the obligation.



Third Party Services


Certain third-party products or services may be available for you to choose to use within the Services. You are not required to use such additional products in relation to the Services. If you elect to use such third-party services, you should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect from you Users. We are not responsible for any practices of the third-party services you select and make no assurances that their services will meet your needs.

Privacy Policy

Xello's [Privacy Policy](#) explains how we treat and protect personal data in the Services. By using the Services, you agree that we can use such data in accordance with such policy. If a conflict exists between Xello's [Privacy Policy](#) and these Terms, these Terms will govern.

WARRANTIES AND DISCLAIMERS

WE PROVIDE THE SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE. WE HOPE YOU WILL ENJOY USING THE SERVICES. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. **WE PROVIDE THE SERVICES "AS IS."**

 SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

LIMITATIONS ON LIABILITY OF XELLO

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, WHEN PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.


TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF XELLO, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES.

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIMS FOR ACTUAL DAMAGES RESULTING FROM XELLO'S BREACH OF THIS AGREEMENT CAUSED BY ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

Changes to The Services

We may, at any time, make changes to the Services, including its "look and feel," features, and Content.

We may also modify these Terms or any additional terms that apply to the Services, for example, to reflect changes to the law or changes to the Services. We will post modifications to these Terms on this page and in the Services. We will provide notice to School and seek its consent to material changes to the Terms. Such material changes will not apply retroactively and will become effective no sooner than 14 days after they are posted and notification is

 provided. Depending on the changes, if you do not agree to the modified terms for the Services, we may not be able to continue to provide the Services to you and may have to discontinue your use of the Services.

If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

About these Terms

These Terms shall be governed by the federal, state, and/or provincial law of the jurisdiction in which the School is located with respect to such School and its Users. If an applicable law is in conflict with any part of the Terms, the Terms will be deemed modified to conform to the law. To the extent there is a conflict between the laws of the United States and the state in which the School is located, the applicable state law shall apply. The other terms will not be affected by any such modification.

If a particular term is not enforceable, this will not affect any other terms set forth herein.

Neither agreement to these Terms nor the failure of either party to assert a right or remedy under these Terms or under applicable law shall constitute a waiver by such party of such right or remedy.

You may have other agreements with Xello. Those agreements are separate and in addition to these Terms. These Terms do not modify, revise, or amend the terms of any other agreements you may have with Xello.

How to Contact Us

For information about how to contact us, please visit our [Contact Page](#).



Xello Privacy Policy

This Privacy Policy applies to visitors to the Xello website ("Visitors") or users (as defined below) of the Xello platform, website, or any other website or application of Xello that links to this Privacy Policy (collectively, the "Services"). By visiting the website or using the Services, you acknowledge you have read this Privacy Policy and understand that your personal information shall be processed in accordance with this Privacy Policy. We promise to limit the use of your personal information collected through the Services to the purposes described in this Privacy Policy and [Terms of Service](#).

Welcome to Xello!

Xello is provided by Xello Inc. (doing business as, and hereinafter "Xello," "we," "our"), located at 1867 Yonge Street, Suite 700, Toronto, Ontario, M5S 1Y5, Canada.

We are committed to protecting your personal information and satisfying all applicable legal requirements, including the Children's Online Privacy Protection Act ("COPPA"), the Personal Information Protection and Electronic Documents Act ("PIPEDA"), and the Family Educational Rights and Privacy Act ("FERPA"), through our compliance with this Privacy Policy. We agree to comply with all applicable laws concerning our collection and use of your personal information. If any translated version of this policy conflicts with the English version, the English version shall prevail.

For purposes of this Privacy Policy and our [Terms of Service](#):

"Student Personal Information" means information that may, alone or in combination with other available information, be reasonably used to identify a current or former Student and shall be referred to as "Student Personal

Information.” Student Personal Information may include, but is not limited to, FERPA Records.

Capitalized terms that are not defined in this Privacy Policy shall have the meaning set forth in the [Terms of Service](#).

How We Collect Information

We will only collect, use, maintain and share your information in a manner allowed by applicable law.

Information Provided by Schools and Districts and Educators

Schools and Districts that use the Services provide certain information about their students (“Students”) and their teachers, counselors and administrators (“Educators”) to create accounts. Educators, Students, parents or guardians of a Student, or authorized administrator of a School account, and School each is a “User” and are collectively referred to herein “Users.”

Schools and Districts may provide the following Student Personal Information:

- Student ID, First Name, Last Name, Gender, Date of Birth, Current Grade, Current School, and Next Year School;
- Student email address, as an optional part of the account creation process
- For Schools and Districts that implement Course Planner information about courses Students have taken, including Course Codes, Course Names, Date Courses Completed or Grade Level Completed, Final Grades, Credits Achieved, and the Term Achieved
- For Schools and Districts that implement e-Transcript services, Student transcript data for submission to colleges and universities.

Schools and Districts may provide Educator name and email address or Educators, when creating their own accounts, will be required to provide an

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email address as well as first and last name. Educators may submit support requests or User Content.

We may collect the following information from a School or Authorized Administrator to set up and administer a School account:

- Authorized Administrator contact information as well as information about his/her School relevant to purchasing and setting up accounts such as School's name, address, billing address, and number of students.
- Support requests and any other information submitted by a School or Authorized Administrators.

Information Provided by Students

With the Services, Students discover the unique pathway that's right for them using an investigative, discovery-based learning process. As they gain self-knowledge through assessments and reflection, Students can save careers, schools, programs, and experiences to form a vibrant, visual roadmap that's easy to update and share.

Given the purpose of the Services, Students may provide a variety of information including certain Student Personal Information in the Services. Students may provide information such as email address, phone number, mailing address, personal avatar, education goal, favorite clusters, interests, skills, test scores, work experiences, volunteer experiences, high school course plan, future readiness plans, and any other information or User Content that Students choose to provide.

Information Provided by Visitors

We may collect the following information directly from Visitors:

- Requests for Information: If you submit a request for information or otherwise contact us, we collect your request and your identifying contact information (including name, email address, phone number and address).



Support Requests: If you submit a support request or question, we receive your request/question and your associated identifying contact information.

Automatically Collected Information

When a User uses the Services or a Visitor visits the Xello website, we collect information about how such individuals interact with the Services (e.g., the pages viewed, the links clicked, and other actions taken on the Services) and usage of the Services over time. Our servers automatically collect other information about Users or Visitors that may include web request, Internet Protocol ("IP") address, browser type, and mobile device information. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Services. We do not allow any third-party advertising networks to collect information about Users of the Services.


How We Use Information

We use the information we collect, including Student Personal Information and User Content, to help Students create a successful future.

Specifically, we use such information to:

- provide, improve and analyze the Services;
- respond to questions, comments, and requests for information or provide customer support;
- comply with applicable law or legal process.
- detect, investigate and prevent activities that may be a violation of our [Terms of Service](#) or law
- administer, troubleshoot and secure the Services;
- as directed by a School or District that has licensed the Services.

We do not sell or rent Student Personal Information or the User Content provided in the Services. Nor do we disclose or provide any of the Student

 Personal Information or User Content provided to third parties for any purpose except as described in this Privacy Policy or directed by a School.

In addition, we do not use, sell, or rent Student Personal Information or User Content for the purpose of advertising.

We use and share de-identified and aggregate information for a variety of purposes including improving the design, features, and functionality of the Services, for marketing purposes, for general business purposes, and for administrative purposes.


In addition to the above, we use School or School Authorized Administrator information to send information about features on the Services or changes to our policies and communicate with Schools about the Services, including your account, transactions with us and security alerts.

How We Share Information

We may permit certain trusted third parties to track usage, as well as analyze information such as the source address that a page request is coming from, your IP address or domain name, the date and time of the page request, the referring website (if any), and other parameters in the URL. This is collected in order to better understand usage of our website and the Services and enhance the performance of and maintain and operate the Services. We may also use trusted third parties to host portions of the Services infrastructure, operate various features of the Services, store content, send emails, and store data on our behalf.

We may also disclose personal information in certain special cases, including the following:

- We are required to do so by law or as ordered by a court.
- To detect, investigate and prevent activities that may be a violation of our [Terms of Service](#) or law.
- To resolve a technical problem or secure the Services.

 As directed by a School or District that has licensed Xello.

We may also share personal information or User Content in connection with a merger, financing, acquisition, bankruptcy, dissolution, transaction, or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company. In these circumstances, we will only share such information with a company that has agreed to data privacy standards no less stringent than our own and after providing advanced notice to you with an opportunity to opt out of our sharing of such information.

Third-Party Services

Certain third-party products or services (such as single sign on for test preparation services) may be available for Schools to choose to integrate within or use within the Services. A School is not required to use such additional products in the Services. Before electing to use such third-party services, Schools should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect. We strive to make available third-party services that will be useful to Schools, but we are not responsible for their practices, including with respect to personal information.

How We Protect Information

We are committed to protecting personal information, including Student Personal Information, and User Content submitted to the Services. We have numerous systems in place to safeguard against security breaches, denial of service attacks, and destruction of data. These measures include physical security and backups, employee restriction to data, and a comprehensive security breach policy.

All traffic transmitted to and from the Services is safely encrypted using Secure Socket Layers (SSL). We use industry-standard hashing mechanisms for

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sensitive data, such as passwords, and all backups are securely encrypted. Network infrastructure is monitored 24/7 by an intrusion detection system, while all servers use virus protection with full antivirus pattern updates. We maintain a detailed, and frequently tested, disaster recovery plan that includes multiple layers of redundancy in addition to a robust backup strategy.

Our employees who require access to personal information, including Student Personal Information, to perform their function must complete a criminal background check and sign a non-disclosure agreement prior to employment.

Your Choices

Information Provided by Schools and Districts


Information provided by Schools and Districts is controlled by such educational institution. If you have any questions about reviewing, modifying, or deleting the personal information they have provided us, please contact your educational institution directly.

Schools may update account information and modify the Services by signing in to the administrator account or by contacting us.

Information Provided by Students

The Services offer a robust set of tools and features which allow Students to edit or delete Student Personal Information and User Content that they have added.

Students may also request changes or deletions to Student Personal Information and User Content provided by emailing us at privacy@xello.world. We will respond to your request, when permitted by law, within 30 days. Please note, this request may be referred to the School for instruction.

 Users can update their individual notification preferences for the Services to control certain service-related messaging. Other service-related messaging (such as password reset communication) cannot be disabled.

Data Retention

Following termination or deactivation of a School's account, we will retain personal information and User Content for a period of 90 days. Should the School decide to renew their contract within this 90-day period, your account and all related information will be restored. At the end of 90 days, or earlier at the request of the School, we will delete or transfer (and direct any subcontractors to delete or transfer) to School with rights in the information: Student Personal Information (including FERPA Records), personal information of Educators, and User Content in our or our subcontractor's possession. Notwithstanding the foregoing, we may retain any such information as required by or to demonstrate compliance with applicable law.

At any time upon termination of an agreement or otherwise at their discretion, School can request we delete all Student Personal Information and User Content. We will follow these instructions within 30 days of receipt.

Children's Privacy

Students are not allowed to create their own accounts in the Services. Student accounts are created under the direction of School or Educators. Only Educators provided access by the School in the Services have access to that Student's personal information and content.

In the United States, we are required under the Children's Online Privacy Protection Act ("COPPA") to obtain verifiable parental consent in order to collect, use, or disclose personal information from Children under the age of 13. As provided for by COPPA, we rely upon the School to obtain parental consent for the online collection of personal information from Children who are Students of such School.



Changes to Our Privacy Policy

We may modify or update this Privacy Policy from time to time, so you should review this page periodically. If we make a material change to this Privacy Policy with respect to how we collect and use personal information, we will provide at least 30 days' prior written notice School and Users by email to the email address specified in the applicable account. Schools are responsible for ensuring that we have an up-to-date, active, and deliverable email address to provide such notice to School and for periodically visiting this Privacy Policy to check for any changes. Similarly, Schools that license the Services for their Students will be notified by email of material changes to our Privacy Policy at least 30 days prior to any changes.

How to Contact Us

If you have any questions regarding this Privacy Policy, please email us at privacy@xello.world.



How it Works

Elementary School

Middle & High School

Educator Tools

Getting Started