

SIMPLYR FERPA COMPLIANCE STATEMENT

Version 1.1 | Final | Last updated and effective August 31, 2026

Purpose and scope

This FERPA Compliance Statement describes Simplyr's practices concerning information that may constitute an education record when an eligible school, college, or university authorizes Simplyr for an institutional educational purpose. This Statement supplements and is incorporated by reference into the Simplyr Privacy Policy and Terms of Service. FERPA applies only where its statutory and regulatory requirements are satisfied.

1. Who FERPA applies to

The Family Educational Rights and Privacy Act (FERPA) applies to educational agencies and institutions that receive funds under programs administered by the U.S. Department of Education. FERPA gives parents rights regarding a student's education records; those rights transfer to the student when the student turns 18 or attends a postsecondary institution (an "eligible student"). Simplyr is a technology provider, not an educational agency or institution.

FERPA may apply to Simplyr-held data when a covered institution discloses personally identifiable information from education records to Simplyr under a valid FERPA exception or with valid consent. Data a student enters independently for personal use is not automatically an institution's education record merely because it concerns schoolwork.

2. Simplyr's intended role

When an institution approves Simplyr and relies on the FERPA school-official exception, Simplyr acts as an outsourced school official solely with respect to the institutional service or function specified in its written agreement with that institution. The institution remains responsible for determining whether FERPA applies, establishing a lawful basis for disclosure, and providing all required notices.

- Simplyr will process education-record information solely to perform the institutional service or function described in the applicable agreement.
- The institution must exercise direct control over Simplyr's use and maintenance of education-record information through the agreement and administration of the service.
- Access will be limited to personnel and subprocessors with a legitimate need to provide, secure, support, or administer the authorized service.
- Education-record information will be used only for the purpose for which the institution disclosed it and will not be redisclosed except as permitted by FERPA and the institution's written directions.

3. Information that may be covered

Depending on the institution's configuration and the features a student uses, information may include identifiers; school and course details; assignments, schedules, grades, attendance, and study history; notes, journals, flashcards, drafts, course materials, recordings, images, and files; and account, support, device, and service-usage information linked to a student.

The institution should disclose only information reasonably necessary for its authorized educational purpose. Simplyr does not require an institution to disclose a student's entire education record.

4. Use limitations

For institution-authorized use involving education records, Simplyr will use the information to provide, maintain, secure, troubleshoot, and support the authorized Simplyr services; follow documented institutional instructions; comply with law; and protect the service and its users.

- No sale of education-record information.
- No cross-context behavioral advertising using education-record information.
- No use of private journals, notes, grades, or uploaded course materials to advertise to a student.
- No training of a general-purpose AI model on academic content without a separate, clear disclosure, a lawful basis, and any consent required by law.
- No independent commercial use of education-record information outside the institution's authorized purpose.

5. Access, correction, and institutional control

Parents and eligible students should direct FERPA requests to the educational institution. When instructed by the institution and where technically feasible, Simplyr will assist the institution in locating, exporting, correcting, or deleting information maintained for the institution. Simplyr will not independently decide whether a FERPA request must be granted or whether an education record is inaccurate.

Institutions should configure roles and access so users can reach only information needed for legitimate educational interests. Simplyr may verify the identity and authority of an institutional requester before acting.

6. Disclosure and subprocessors

Simplyr currently identifies Supabase as a provider for authentication, database hosting, and file storage. Simplyr may use other providers only as described in the Privacy Policy and the applicable institutional agreement. Providers that handle education-record information must be bound to confidentiality, security, use, and deletion terms consistent with Simplyr's obligations.

Simplyr may disclose information when directed by the institution; to authorized providers; when valid consent permits; or when legally required. Where legally allowed, Simplyr will notify the institution before responding to compulsory process and will disclose only what is legally required.

7. Security and incidents

Simplyr uses administrative, technical, and organizational safeguards appropriate to the nature of the information, including authenticated access, access controls, database policies, and secure transmission where supported. No system is completely secure. The applicable institutional agreement should define incident notice timing, contacts, cooperation, and any institution-specific safeguards.

8. Retention, return, and deletion

Simplyr will retain institution-controlled education-record information only for so long as necessary to provide the authorized service, comply with documented institutional instructions, protect the security and integrity of the Service, or satisfy applicable law. Upon termination of the applicable agreement or receipt of a valid written institutional instruction, Simplyr will return or delete the information in accordance with the agreement, except to the extent retention is required by law. Backup copies will remain isolated from ordinary use and will be deleted in accordance with the applicable backup cycle.

9. Individual student accounts

Simplyr is designed for college and university students. A student who signs up personally, without institutional authorization, controls the information they provide subject to the Simplyr Privacy Policy and Terms of Service. Such personal use does not make Simplyr a school official for the student's institution.

10. Changes and contact

Simplyr may update this statement as its services, practices, or legal requirements change. Material changes affecting institution-controlled education records will be communicated as required by the applicable agreement or law.

Simplyr

Website: simplyr.app

Privacy and support: team@simplyr.app

Legal references

Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g; FERPA regulations, 34 C.F.R. Part 99, including Sections 99.31(a)(1) and 99.33; U.S. Department of Education, Protecting Student Privacy guidance for education technology vendors. Sources: studentprivacy.ed.gov/ferpa and studentprivacy.ed.gov FERPA online-tool guidance.

If this Statement conflicts with an executed institution-specific agreement, the executed agreement controls with respect to that institution to the extent permitted by applicable law.