

Data Protection Impact Assessment (DPIA) for the Starlight Platform

Version: 2.0

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Conducted by: STAR21 Limited (Company No. 16357762)

1. Overview and Description of Processing

Project Summary:

Starlight is a cloud-based Software-as-a-Service (SaaS) platform developed and operated by STAR21 Limited ("the Provider") to support professional reflection and coaching for teachers. The platform enables staff to upload voluntary audio recordings of classroom lessons, which are transcribed and analysed using artificial intelligence (AI) to generate personalised coaching reports.

The purpose of the platform is to support professional development, reflective practice, and school improvement. It is **not designed or used for performance management or safeguarding monitoring**.

Section 1 – Hosting and Architecture

- The Starlight platform is hosted in secure European data centres (Hetzner – Germany and Finland).
- Audio transcription is processed via Rev.ai in the United States under Standard Contractual Clauses (SCCs).
- AI analysis is conducted using OpenAI's API, which may also involve data transfer to the United States under SCCs.
- Programmatic email delivery is managed through Twilio SendGrid, used solely for transactional notifications such as lesson completion alerts.
- Internal communications and administration are handled through Microsoft 365 (EU/UK data centres).

2. Roles and Responsibilities

Role	Organisation	Description
Data Controller	The subscribing school or multi-academy trust ("the Customer")	Determines the purpose and lawful basis for use of the platform and manages teacher accounts.
Data Processor	STAR21 Limited ("the Provider")	Processes Customer Personal Data on documented instructions to deliver the Starlight service.
Independent Controller	STAR21 Limited	For anonymised and aggregated data (that cannot identify any individual or school), STAR21 acts as a separate Data Controller to support service improvement, analytics, and research.

The Provider and Customer shall comply with applicable Data Protection Laws, including the **UK GDPR** and **Data Protection Act 2018**.

3. Nature, Scope, and Context of Processing

Data Types Processed:

- Audio recordings of classroom lessons (teacher voice; incidental pupil audio).
- Transcriptions of audio recordings.
- Coaching feedback reports generated by AI.
- User metadata (teacher name, school email, school name, timestamps).

Processing Activities:

1. Teacher uploads lesson audio via secure web interface.
2. File is stored temporarily on encrypted EU-based servers.
3. Audio is transcribed (Rev.ai – Frankfurt).
4. Transcript is analysed using OpenAI GPT model to generate feedback.
5. The report appears securely within the teacher's Starlight account, and the user receives an email notification when it is ready to view.
6. User may delete recordings and transcripts at any time.

Storage & Retention:

User control: Users can delete their lesson uploads, transcripts, and reports from the platform at any time.

Contract termination: Upon termination of a school or MAT contract, all Customer Personal Data is deleted or, at the Customer's request, returned within **90 days**, unless legal obligations require otherwise.

Deletion confirmation: All deletions are carried out and confirmed in compliance with UK GDPR standards.

4. Purpose and Lawful Basis of Processing

Purpose:

To provide teachers and schools with AI-generated feedback and insights for professional reflection, supporting teaching quality and reducing workload.

Lawful Bases:

- **Article 6(1)(b) – Contract:**
Processing is necessary for the performance of the Customer's contract with STAR21 Limited (to deliver the Starlight service).
- **Article 6(1)(f) – Legitimate Interests:**
STAR21 and participating schools have a legitimate interest in supporting teaching and learning through reflective feedback, with safeguards in place to protect data subjects' rights and freedoms.

Where schools rely on legitimate interests, they are responsible for ensuring an appropriate balance assessment.

5. Data Subjects

Category	Description	Identifiable Data
Teachers	Primary users who upload and receive lesson feedback.	Name, voice, email, reports.
Students	May be incidentally recorded but not analysed, stored, or used for profiling. Occasional first names or voices may be audible but are not extracted or stored separately.	

No sensitive or special category data should be uploaded. Users are explicitly instructed not to record confidential or sensitive conversations.

6. Risk Assessment and Mitigation

Risk	Likelihood	Impact	Mitigation Measures
Unauthorised access to audio/transcripts	Low	High	Encrypted storage, access controls, HTTPS transport security.

Risk	Likelihood	Impact	Mitigation Measures
Data breach or accidental disclosure	Low	High	Role-based access, breach notification procedures, and security monitoring.
Inappropriate or sensitive data uploaded	Low	High	Clear user guidance and upload warnings at point of submission.
International data transfer (US processing)	Low	Medium	SCCs in place; ICO guidance followed; limited to anonymised text data.
AI model misuse or re-identification risk	Very Low	Medium	No retention of raw data beyond processing; anonymisation of outputs; no re-identification attempts.
Teacher misunderstanding of data ownership	Low	Medium	Clear contractual terms in SaaS Agreement; school retains control as Data Controller; teachers retain access and deletion rights.

7. Subprocessors

Subprocessor	Function	Location	Legal Basis / Safeguards
Rev.ai	Audio transcription	United States	Standard Contractual Clauses (SCCs) in place.
Hetzner	Cloud hosting and storage	Germany & Finland	ISO/IEC 27001 certified; EU-based.
Microsoft	Email and internal administration	EU/UK data centres	SCCs in place.
Twilio SendGrid	Programmatic email delivery (transactional notifications)	United States	SCCs; limited to service alerts only.
OpenAI (API)	AI analysis of transcripts	United States	Standard Contractual Clauses (SCCs); privacy-compliant processor terms.

All subprocessors are bound by data protection terms at least as protective as those in the Starlight SaaS Agreement Schedule 3.

8. Data Subject Rights

Starlight supports full data subject rights under UK GDPR:

- **Access** – Teachers can view their recordings, transcripts, and reports.
- **Rectification** – Errors in personal data can be corrected on request.
- **Erasure** – Users can delete their data or request deletion.
- **Restriction** – Temporary suspension of processing can be requested.
- **Portability** – Data can be exported in a machine-readable format.
- **Objection** – Teachers may object to processing based on legitimate interests.
- **Complaint** – Data subjects can contact the school DPO or the Information Commissioner’s Office (ICO).

9. Safeguarding and Professional Boundaries

Starlight is **not a safeguarding tool**. Responsibility for identifying and responding to safeguarding concerns rests with the school (Data Controller).

If STAR21 receives a safeguarding-related request involving Customer Personal Data, it will act in accordance with:

- Clause 6(f) of the SaaS Customer Agreement;
- Applicable data protection and child protection laws; and
- Its internal *Guidance on Recordings, Safeguarding and Allegations*.

10. International Transfers

Where processing involves the transfer of personal data outside the UK/EU (e.g. OpenAI), STAR21 ensures:

- Use of **Standard Contractual Clauses (SCCs)** or **UK International Data Transfer Addendum**;
- Technical safeguards such as encryption and pseudonymisation;
- No data published or disclosed that could identify individuals or schools.

11. Data Protection by Design and Default

- Data minimisation and purpose limitation applied throughout.
- Encryption in transit and at rest.
- Segregation of Customer data.
- Limited retention with user control and deletion.
- Regular security testing and review.
- Staff training and confidentiality agreements.

12. Consultation and Review

This DPIA has been reviewed in consultation with:

- School leadership teams and DPOs of participating institutions.
- STAR21’s appointed Data Protection Officer partner, One West (Bath).
- Internal safeguarding and technical leads.

The DPIA will be reviewed annually or sooner if significant system changes, new processing activities, or regulatory requirements arise.

13. Conclusion

This assessment demonstrates that Starlight operates in compliance with UK GDPR and Data Protection Act 2018, with:

- Defined controller/processor roles;
- Secure EU-based infrastructure;
- Clear contractual and technical safeguards;
- Minimal and transparent data handling; and
- Full data subject control and rights.

Residual risk is assessed as low.

The processing is proportionate to its educational purpose and compliant with data protection principles.