

STUDENT DATA PRIVACY AGREEMENT

Architecture of Grace — Universal Check-In

Template modeled on the SDPC National Data Privacy Agreement structure

IMPORTANT DISCLAIMER: This is a DRAFT TEMPLATE for discussion purposes only. It is not legal advice. This document must be reviewed and customized by qualified legal counsel for the specific LEA and jurisdiction before execution. Where an LEA participates in the Student Data Privacy Consortium (SDPC), the LEA's official SDPC template for its state or alliance should be used. Architecture of Grace is not a law firm and does not provide legal advice.

Parties and Term

This Student Data Privacy Agreement ("Agreement") is entered into by and between **[Local Education Agency / District Name]** ("LEA"), located at **[LEA Address]**, and **Architecture of Grace** ("Provider"), located at **[Provider Address]**. It is effective as of **[Effective Date]** and governs the LEA's use of the service described in Exhibit A.

Provider contact for privacy matters: **[Name]**, **Theopus77@yahoo.com**.

Recitals

WHEREAS, the LEA uses the Provider's service to support social-emotional learning and to collect voluntary self-reflection responses from students; and

WHEREAS, the parties desire to protect Student Data consistent with the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA) where applicable, the Protection of Pupil Rights Amendment (PPRA), and applicable state laws; and

WHEREAS, the parties wish to define their respective obligations regarding the collection, use, protection, and disposition of Student Data.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I — Purpose and Scope

1.1 This Agreement applies to all Student Data the Provider receives, accesses, or stores in connection with the service described in Exhibit A.

1.2 The Provider shall use Student Data solely to provide and improve the service for the LEA, and for no other purpose.

1.3 The optional public "Voices" comment wall (described in Exhibit B) is separate from Student Data and is not governed by this Agreement as protected student education records. Posts to the Voices wall are public by design and are not treated as confidential Student Data.

Article II — Definitions

2.1 "Student Data" means any information directly related to an identifiable student that is collected or maintained through the service, in any form.

2.2 "De-Identified Data" means data from which all direct and indirect identifiers have been removed or obscured such that a student cannot reasonably be identified.

2.3 "Data Controller" means the LEA, which owns and directs the use of Student Data. "Data Processor" means the Provider, acting only on the LEA's documented instructions.

2.4 "Service" means the Architecture of Grace Universal Check-In web application described in Exhibit A, including any optional syncing functionality configured by the LEA.

Article III — Data Ownership and Control

3.1 All Student Data is and remains the property of the LEA. The Provider obtains no ownership rights and acts solely as a Data Processor on the LEA's behalf.

3.2 The LEA retains full control over the configuration of the service, including: (a) whether responses remain on the local device or are transmitted to a destination the LEA designates; (b) the destination of any synced data (e.g., the LEA's own Google Sheet or other system under LEA control); and (c) whether the optional public Voices comment wall is enabled. The Provider shall not alter these configurations without the LEA's prior written consent.

Article IV — Permitted Use; No Sale, Advertising, or AI Training

4.1 The Provider shall not sell, rent, lease, or trade Student Data.

4.2 The Provider shall not use Student Data for targeted advertising, to build a commercial profile of a student, or for any purpose beyond providing the Service.

4.3 Any use of De-Identified Data for product improvement or research shall be limited to data that cannot reasonably identify a student and shall never be re-identified.

4.4 AI/ML Prohibition. The Provider shall not use Student Data (whether identifiable or De-Identified) to develop, train, improve, or fine-tune any artificial intelligence, machine learning, or large language model, and shall not disclose Student Data to any third party for that purpose. This prohibition applies to all Student Data in the Provider's possession or control. The Provider represents and warrants that no Student Data has been or will be used for such purposes.

Article V — Data Security

5.1 The Provider shall maintain reasonable administrative, physical, and technical safeguards appropriate to the sensitivity of the data and consistent with industry standards for educational technology.

5.2 Where data is transmitted (sync mode), it shall be sent over encrypted connections (HTTPS/TLS) to the destination the LEA designates and controls.

5.3 Access to any transmitted Student Data shall be limited to individuals authorized by the LEA. The Provider shall not access Student Data except as necessary to provide technical support requested by the LEA.

Article VI — Data Breach and Incident Response

6.1 The Provider shall notify the LEA without unreasonable delay, and in no event later than **seventy-two (72) hours** after discovering any unauthorized access to, acquisition of, or disclosure of Student Data.

6.2 The notice shall describe, to the extent known: (a) the nature of the incident; (b) the categories and approximate number of individuals affected; (c) the types of Student Data involved; and (d) the steps taken or planned to mitigate harm. The parties shall cooperate in good faith on any legally required notifications to affected individuals, regulators, or other parties.

Article VII — Retention, Return, and Destruction

7.1 Upon the LEA's written request or upon termination of this Agreement, the Provider shall, within **thirty (30) days**, securely return and/or destroy all Student Data in its possession or control and provide written certification of destruction to the LEA.

7.2 In on-device mode, responses reside solely in the local browser storage on devices controlled by the LEA or its users. Clearing that storage removes the data from the device. The Provider has no ability or obligation to delete data that remains only on end-user devices.

Article VIII — Subprocessors

8.1 The Provider shall maintain a current list of any third parties ("Subprocessors") used to deliver the Service and shall provide that list to the LEA upon request. As currently configured, potential Subprocessors may include the LEA's own hosting and storage destinations (e.g., a web host serving the application or, in sync mode, the LEA's designated spreadsheet or database).

8.2 The Provider shall require any Subprocessor to be bound by data protection obligations no less protective than those in this Agreement. The Provider remains responsible to the LEA for the acts and omissions of its Subprocessors.

Article IX — Parent and Student Rights

9.1 The LEA retains sole responsibility for responding to parent and student requests to access, correct, amend, or delete Student Data, consistent with FERPA and applicable state law. The Provider shall provide reasonable assistance to the LEA in fulfilling such requests, including providing access to or copies of Student Data in the Provider's possession, within a commercially reasonable time.

Article X — Term and Termination

10.1 This Agreement remains in effect for the duration of the Service relationship between the parties and shall survive as to confidentiality, data disposition, and any other obligations that by their nature should survive termination.

10.2 Either party may terminate this Agreement with **thirty (30) days'** prior written notice. Upon termination, Student Data shall be handled in accordance with Article VII.

Article XI — Miscellaneous

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of **[State]**, without regard to its conflict of laws principles.

11.2 General Offer (Optional). The Provider may extend the terms of this Agreement to other LEAs that countersign Exhibit D, consistent with the SDPC "general offer" model, subject to each LEA's independent legal review.

11.3 Entire Agreement; Amendment. This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements. It may be amended only by a written instrument signed by both parties. If any provision of this Agreement conflicts with the LEA's required SDPC template or other mandatory district policy, the LEA's executed SDPC template or mandatory policy shall control.

11.4 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF LIABILITY. THE PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE LEA TO THE PROVIDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

LEA:

Signature: _____ Date: _____
Name / Title: _____

Provider — Architecture of Grace:

Signature: _____ Date: _____
Name / Title: _____

Exhibit A — Description of Services

The Architecture of Grace "Universal Check-In" is a self-contained web application that presents an 18-item social-emotional self-reflection across three domains (Emotional Regulation & Well-Being; Self-Compassion & Growth Mindset; Social Competency & Repair). It is available in Quick mode (~4 minutes) and Thorough mode (~10 minutes), in English and Spanish. It produces domain and composite scores used as flags for supportive conversations. *It is not a diagnostic instrument and is not intended for high-stakes decisions.* Results may be viewed in an educator dashboard. The application also includes an optional public "Voices" comment wall for testimonials (see Exhibit B). The service is pilot-stage and has not yet been independently validated.

Exhibit B — Schedule of Data and Data Modes

Critical Distinction: What data leaves the device depends entirely on how the LEA configures and deploys the service. There are two primary modes for check-in responses:

Mode 1 — On-Device (Default / Most Private). Responses are stored only in the local web browser on the device used (browser localStorage). The sole identifier is a code, initials, or seat number assigned by the educator. No names are requested by the application, and no data is transmitted off the device. Clearing the browser storage permanently deletes the data from that device. The Provider has no access to this data.

Mode 2 — Synced to LEA-Controlled System. When the LEA enables sync (or when a participant opens the check-in through a generated class link or QR code), completed responses are transmitted over an encrypted connection (HTTPS/TLS) to a destination the LEA designates and controls (e.g., the LEA's own Google Sheet via Google Apps Script, or another system under LEA control). In this mode, the Provider acts solely as a Data Processor facilitating transmission to the LEA's system. The Provider does not retain, store, or have ongoing access to the synced Student Data after transmission.

Important: Class links and QR codes generated through the dashboard always result in synced responses to the configured destination. Staff should treat any shared link or posted QR code as a syncing mechanism.

Important — Pilot Deployments. During the Provider's current pilot, sync and the Voices wall may route to a Google Sheet on the Provider's own (personal Google) account used for testing. For any live LEA deployment, the sync destination must be changed to a system the LEA owns and controls, so that the Provider acts solely as a processor and the representations in Article V and Exhibit C hold true.

Public Voices Comment Wall (Separate from Student Data). The application includes an optional public "Voices" comment wall. Any visitor may post a short comment consisting of an optional first name, a selected role, and a message. These posts are stored in a separate "Comments" area of the configured destination and are displayed publicly on the page. *Posts to the Voices wall are public by design and are not Student Data or protected education records under this Agreement.* The wall includes automated filtering to block email addresses, phone numbers, links, and common profanity, but it is open (not pre-moderated). The LEA/operator of the destination is responsible for monitoring and moderating the wall if enabled.

Data Elements Collected

(Note: The application does not request or store student names, dates of birth, contact information, or precise location data unless the LEA deliberately configures additional fields.)

Data Element	Mode 1	Mode 2	Notes
Student code / initials (educator-assigned)	Yes	Yes	Pseudonymous (educator-keyed)
Grade / age band, Window, Class ID	Yes	Yes	Optional fields
Item responses, Intensity ratings, Reflections	Yes	Yes	Reflections optional
Student name, DOB, contact info	No	No*	*Only if LEA configures

Exhibit C — Provider Privacy Practices Summary

- Data is used only to provide the Service; it is never sold, rented, or used for advertising.
- Student Data is never used to train or improve artificial-intelligence or machine-learning models and is never shared with any third party for that purpose.
- By default, responses are stored locally in the browser on the device used. Transmission occurs only when the LEA enables sync, over an encrypted connection to a destination the LEA controls.
- The application does not request student names; the design intent is pseudonymous use keyed to educator-assigned codes.
- The optional public Voices comment wall is separate from check-in responses. Posts are public by design, filtered for contact details and profanity, and moderated after posting by the operator of the destination.
- Upon request or termination, the Provider returns and/or destroys Student Data in its control and certifies destruction in writing.
- The Service is pilot-stage and has not been independently validated. Scores are flags for conversation, not diagnoses.

Exhibit D — General Offer of Terms (Optional)

Under the SDPC general-offer model, the Provider may offer the terms of this Agreement to any additional LEA that wishes to accept them. An accepting LEA may adopt these terms by completing and signing below, subject to its own independent legal review and any required SDPC process for its state or alliance.

Accepting LEA:

LEA Name: _____ Date: _____

Authorized Signature / Title: _____

Reminder: *This is a non-binding template for discussion. Have qualified legal counsel review and customize this Agreement before execution. Use the LEA's official SDPC template where required by district policy or state law.*