



DATA PROCESSING AGREEMENT

Student Data Privacy & FERPA Compliance

Template Version 1.0 • March 2026 • [DRAFT: Subject to Legal Review]



1. Parties

This Data Processing Agreement (“DPA”) is entered into between:

Provider: Living Eden Frameworks LLC, a Nevada limited liability company (“Living Eden” or “Provider”), developer and operator of the LEF Ed platform.
Educational Agency: [District/School Name] (“Agency”), a local educational agency as defined under FERPA.

Collectively referred to as the “Parties.”

2. Purpose and Scope

This DPA governs the processing, storage, and protection of student education records and personally identifiable information (“PII”) that the Agency discloses to the Provider in connection with the LEF Ed platform (“Service”).

The Service provides academic diagnostic analysis and intervention routing for classroom teachers within Multi-Tiered Systems of Support (MTSS) frameworks. The Provider processes student data solely to deliver the diagnostic and reporting features described in the service agreement between the Parties.

3. Definitions

Student Data: Any information directly related to an identifiable current or former student that is maintained by the Agency, or by the Provider acting on behalf of the Agency, including education records as defined by FERPA (34 CFR § 99.3).

De-Identified Data: Data from which all personally identifiable information has been removed or obscured such that re-identification of individual students is not reasonably possible.

Authorized Representative: An individual designated by the Agency to act on its behalf in matters related to this DPA, including disclosure of education records pursuant to 34 CFR § 99.31(a)(1).

Security Breach: The unauthorized access, acquisition, use, or disclosure of Student Data that compromises the security, confidentiality, or integrity of the data.

4. Student Data Collected

The Provider collects and processes the following categories of Student Data in the course of delivering the Service:

- Student first and last name
- Grade level
- Classroom assignment and teacher association
- Assessment scores (e.g., NWEA MAP RIT scores, Benchmark Advance, iReady, Fountas & Pinnell reading levels)
- Diagnostic classifications generated by the LEF Ed engine (e.g., SLIP, GAP, ROT error types)
- Intervention tier assignments (MTSS Tier 1, 2, or 3)
- Intervention group membership

The Provider does NOT collect: Social Security numbers, financial information, medical records, biometric data, disciplinary records, or home addresses.



5. Data Use Restrictions

The Provider shall:

- (a) Use Student Data solely for the purpose of providing the Service as described in this DPA and the underlying service agreement
- (b) Not sell, rent, lease, or otherwise commercially exploit Student Data
- (c) Not use Student Data for targeted advertising, behavioral profiling, or marketing purposes
- (d) Not disclose Student Data to any third party except as expressly authorized by this DPA or as required by law
- (e) Not use Student Data to amass a profile of a student other than for the educational purposes specified herein
- (f) Process Student Data only on documented instructions from the Agency, including transfers to a third country or international organization

6. Data Security

The Provider shall implement and maintain industry-standard administrative, technical, and physical safeguards to protect Student Data, including but not limited to:

- Encryption in transit (TLS 1.2 or higher) and at rest (256-bit AES)
- Encrypted session management using iron-session with signed and sealed cookies
- Role-based access controls limiting data access to authorized personnel
- Authentication via Clever SSO (district single sign-on) for teacher accounts
- Regular security assessments and vulnerability monitoring
- Logging of all data access events for audit trail purposes

The Provider shall ensure that all personnel with access to Student Data are subject to appropriate confidentiality obligations.

7. Subprocessors and Third-Party Services

The Provider utilizes the following subprocessors in the delivery of the Service:

Subprocessor	Purpose	Data Accessed	Location
Vercel Inc.	Application hosting and edge delivery	Encrypted requests only	United States
Turso (ChiselStrike)	Database hosting (libSQL/SQLite)	All student records	United States
Clever Inc.	Single sign-on (SSO) and roster sync	Teacher identity, district ID	United States
Anthropic PBC	AI diagnostic reasoning (Claude API)	De-identified assessment data	United States

The Provider shall ensure that each subprocessor is bound by data protection obligations no less protective than those set out in this DPA.

8. Data Breach Notification

In the event of a Security Breach involving Student Data, the Provider shall:



- (g) Notify the Agency within seventy-two (72) hours of discovering the breach
- (h) Provide a written description of the nature of the breach, categories and approximate number of records affected, and likely consequences
- (i) Describe the measures taken or proposed to address the breach and mitigate its effects
- (j) Cooperate with the Agency in investigating the breach and fulfilling any notification obligations under applicable state and federal law
- (k) Maintain a record of all Security Breaches, including facts, effects, and remedial actions taken

9. Data Return and Deletion

Upon termination or expiration of this DPA, or upon written request by the Agency, the Provider shall:

- (l) Cease all processing of Student Data within thirty (30) calendar days
- (m) Return all Student Data to the Agency in a standard, machine-readable format (CSV or JSON) upon request
- (n) Delete all Student Data in its possession, including backups, within sixty (60) calendar days of termination, unless retention is required by law
- (o) Provide written certification of deletion upon request by the Agency

The Agency may exercise its right to deletion at any time during the term of this DPA for individual student records through the platform's administrative interface (DELETE /api/admin/students/[studentId]).

10. Data Retention

During the term of this DPA, the Provider shall retain Student Data only for as long as necessary to fulfill the purposes described in Section 2. The Provider's standard retention periods are:

- Individually identified student records: Duration of the service agreement, plus sixty (60) days for data return
- De-identified, aggregated research data: May be retained indefinitely for product improvement, provided de-identification meets FERPA standards (34 CFR § 99.31(b))
- System operational logs (containing no PII): Three (3) years
- Audit trail records: Seven (7) years post-project, per NIST SP 800-88 disposal standards

11. FERPA Compliance

The Provider acknowledges that Student Data may include education records subject to FERPA

(20 U.S.C. § 1232g) and agrees to the following:

- (p) The Provider acts as a "school official" with a "legitimate educational interest" under 34 CFR § 99.31(a)(1)(i)(B)
- (q) The Provider shall not re-disclose Student Data except as authorized by the Agency or as required by law
- (r) The Provider shall comply with all applicable provisions of FERPA with respect to Student Data in its possession
- (s) The Agency retains full ownership of all Student Data at all times
- (t) Parents and eligible students retain all rights under FERPA, including the right to inspect and review education records



12. Governing Law

This DPA shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws provisions. Applicable federal law, including FERPA and COPPA, shall apply to all student data matters.

13. Term and Termination

This DPA shall be effective as of the date last signed below and shall remain in effect for the duration of the underlying service agreement between the Parties. Either Party may terminate this DPA with sixty (60) days' written notice. Sections 5, 6, 8, 9, 10, and 11 shall survive termination.

14. Signatures

By signing below, each Party acknowledges that it has read, understood, and agrees to be bound by the terms of this Data Processing Agreement.

PROVIDER: Living Eden Frameworks LLC

Signature

Date

Printed Name and Title

EDUCATIONAL AGENCY: *[District/School Name]*

Signature

Date

Printed Name and Title

DRAFT: This template is provided for informational purposes and does not constitute legal advice. Living Eden Frameworks LLC recommends that both Parties obtain independent legal review before execution.