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# Data Privacy Agreement

Effective Date: \_\_\_\_\_

## Article I — Parties & Purpose

This Data Privacy Agreement ("DPA") is entered into between **Classwire, LLC** ("Provider") and \_\_\_\_\_ ("School") for the purpose of governing the handling of student data in connection with the Provider's Classwire platform and related services.

This DPA establishes the Provider as a "school official" under FERPA with a legitimate educational interest, subject to the restrictions and obligations set forth herein.

## Article II — Scope of Services

The Provider offers the following services to the School through the Classwire platform:

- Child development tracking and progress records
- Class and enrollment management
- Attendance tracking
- Tuition billing and payment processing
- Parent-teacher communication
- Document storage and sharing

## Article III — Student Data Definition

"Student Data" as used in this DPA means personally identifiable information from student education records, including but not limited to:

- Student names and dates of birth
- Enrollment information and program/class assignments
- Developmental progress records and assessments
- Attendance records
- Photos (when uploaded by authorized school staff)
- Parent/guardian names and contact information (email, phone)

## Article IV — Data Use Restrictions

The Provider agrees to the following restrictions on the use of Student Data:

- Student Data shall be used **solely for educational purposes** as directed by the School
- The Provider shall not sell, rent, or trade Student Data

- The Provider shall not use Student Data for targeted advertising or commercial profiling
- The Provider shall not use Student Data for any secondary commercial purpose
- The Provider shall not build profiles of students for non-educational purposes
- The Provider shall not knowingly engage in targeted advertising to students using Student Data

## Article V — Data Security

The Provider implements and maintains industry-standard security measures to protect Student Data, including:

- HTTPS/TLS encryption for all data in transit
- Encrypted database storage at rest
- Role-based access controls limiting data access to authorized personnel
- CSRF protection, input validation, and SQL injection prevention
- Regular security reviews and monitoring

Full details of the Provider's security practices are available at <https://classwire.app/security>.

## Article VI — Breach Notification

In the event of a breach of security resulting in unauthorized access to Student Data, the Provider shall:

- Notify the School within **60 days** of discovering the breach, as required by Texas law
- Include in the notification: the nature of the breach, types of data affected, steps taken to address the breach, and recommended protective actions
- Cooperate with the School in meeting its own notification obligations to parents and regulatory bodies

## Article VII — Data Retention & Deletion

- Student Data shall be retained only while the service agreement between the Provider and the School is in effect
- Upon termination of the service agreement, or upon written request by the School, the Provider shall delete all Student Data within **30 days**
- The Provider shall provide certification of destruction upon request
- Backups containing Student Data shall be purged within the normal backup rotation cycle

## Article VIII — Sub-processors

The Provider uses the following third-party sub-processors in the delivery of its services. Each sub-processor is held to the same data protection obligations as the Provider:

- **Railway** — Application hosting and database infrastructure
- **Stripe** — Payment processing (payment data only)

- **Cloudflare R2** — Secure file storage (uploaded documents and images)
- **Google OAuth** — Authentication (email address for login only)

The Provider shall notify the School of any changes to its list of sub-processors prior to engaging a new sub-processor for the processing of Student Data.

### Article IX — Parental Access Rights

- The School is responsible for facilitating parental access to Student Data in accordance with FERPA and applicable state law
- The Provider shall support the School in responding to parental requests for access, correction, or deletion of Student Data
- Parents may exercise their rights by contacting the School directly; the School may then coordinate with the Provider as needed

### Article X — Audit Rights

- The School may request compliance documentation from the Provider regarding the Provider's data handling practices under this DPA
- The Provider shall respond to reasonable audit requests within **30 days**
- Audits shall be limited to data handling practices relevant to the obligations set forth in this DPA

### Article XI — Term & Termination

- This DPA shall become effective upon execution by both parties and shall remain in effect for the duration of the service agreement between the Provider and the School
- Either party may terminate this DPA with 30 days' written notice
- The data protection obligations set forth in this DPA shall survive termination
- Upon termination, Article VII (Data Retention & Deletion) shall govern the handling of Student Data

### Article XII — General Provisions

- This DPA shall be governed by and construed in accordance with the laws of the State of Texas
  - Any amendments to this DPA must be made in writing and signed by both parties
  - This DPA supersedes any prior agreements between the parties regarding the handling of Student Data
  - If any provision of this DPA is found to be unenforceable, the remaining provisions shall continue in full force and effect
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## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Data Privacy Agreement as of the date set forth below.

**PROVIDER: Classwire, LLC****Name**

Ryan Fouts

**Title**

Owner

**Date**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**SCHOOL / ORGANIZATION****School**

\_\_\_\_\_

**Authorized Representative**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature**

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