

Clarity School Climate

Engaging Education Solutions, LLC

DATA PROCESSING AGREEMENT

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DATA PROCESSOR	DATA CONTROLLER
<p>Engaging Education Solutions, LLC Dr. Christopher M. Knoell Founder & CEO knoell@engagingpd.com engagingpd.com</p>	<p>District Name: _____ District Contact: _____ Title: _____ Email: _____ _____</p>

1. Purpose and Scope

This Data Processing Agreement (“DPA”) governs the processing of data by Engaging Education Solutions, LLC (“Processor”) on behalf of the District (“Controller”) in connection with the Clarity School Climate platform. The Processor agrees to process data only as necessary to deliver the Clarity School Climate service and in accordance with the Controller’s documented instructions.

2. Nature of Data Processed

The Processor collects and processes only the following categories of data. This table is exhaustive — no other data is collected:

Data Type	Stored ?	Notes
Anonymous session ID (UUID)	Yes	Randomly generated at session start. No connection to any named person, account, or device.
Transcribed survey responses	Yes	Text only. Audio is processed transiently for real-time transcription by OpenAI and is not stored or retained (zero-retention API tier).
Numeric scale ratings (1–4)	Yes	No linkage to any individual respondent.
School name and ID	Yes	Institutional identifiers only — not student identifiers.
Survey token (SCL-XXXXXX)	Yes	Role-group identifier only. Not linked to any individual respondent after submission.
Student name	No	Never collected, transmitted, or stored.
Student email address	No	Never collected, transmitted, or stored.
Student ID number	No	Never collected, transmitted, or stored.
Device identifier	No	Never collected, transmitted, or stored.

IP address	No	Never collected, transmitted, or stored.
Voice audio / recordings	No	Audio is processed transiently by OpenAI's Realtime API for transcription. No audio file is ever created, stored, or retained.

3. FERPA Compliance

The Processor acknowledges that education records may be subject to FERPA, 20 U.S.C. § 1232g. The Processor agrees to:

- Use education records solely for the purpose of providing the Clarity School Climate service to the Controller.
- Not disclose education records to any third party without prior written consent from the Controller, except as required by law.
- Maintain the confidentiality of education records and implement appropriate safeguards.
- Return or destroy education records upon termination of the agreement, at the Controller's direction.

Clarity School Climate is designed to avoid collection of personally identifiable information as defined under FERPA. To the extent any data processed through the platform could be construed as an education record under FERPA, Engaging Education Solutions, LLC operates as a "school official" under 34 CFR § 99.31(a)(1)(i), with a legitimate educational interest limited solely to delivering the contracted Clarity School Climate service.

4. Security Measures

- Encryption of all data in transit using TLS 1.2 or higher.
- Encryption of all data at rest via Google Cloud Firestore's AES-256 built-in encryption.
- Access controls restricting data access to authorized Engaging Education Solutions personnel only.
- No storage of voice audio — all voice data is transcribed transiently in real time; no audio file is ever created or retained.
- Anonymous session IDs with no intentional mechanism for re-identification of individual respondents.
- Annual review of security practices and prompt remediation of identified vulnerabilities.
- Processor is in the process of obtaining cyber liability insurance and will provide proof of coverage upon request once a policy is in place.

5. Sub-Processors

The Processor uses the following sub-processors. The Processor will provide the Controller with at least 30 days written notice before adding or materially changing any sub-processor that handles participant response data:

Sub-Processor	Purpose	Data Shared & Protections
OpenAI	Real-time voice transcription	Anonymous transcribed text only. Zero-retention, no-training API tier. FERPA obligations flow down via API terms.
Google Cloud (Firestore)	Data storage	Anonymous session data as described in Section 2. Hosted in United States (us-central1). AES-256 encryption at rest.

Resend	Transactional email delivery	District administrator email addresses only. No participant response data.
Vercel	Application hosting and delivery	No participant data processed or stored.

6. Data Retention and Deletion

Survey response data is retained for the duration of the District's active subscription and for 90 days following subscription termination, after which it is permanently deleted. The Controller may request deletion of all data at any time by contacting knoell@engagingpd.com. Deletion will be completed within 30 days of written request, with written confirmation provided.

7. Data Breach Notification

In the event of a confirmed data breach, the Processor shall notify the Controller within 72 hours of discovery. Notification shall include a description of the breach, categories and approximate number of individuals affected, and measures taken or proposed. The Processor shall provide a written root-cause analysis within 30 days of resolution.

8. Controller's Rights

- The right to audit the Processor's data processing practices upon no less than 10 business days written notice, no more than once per calendar year unless a confirmed breach has occurred.
- The right to receive a complete export of all data associated with the Controller's district within 30 days of written request.
- The right to request permanent deletion of all associated data at any time, with written confirmation.
- The right to terminate this agreement with 30 days written notice.
- The right to object to new sub-processors within 30 days of notice.

9. Indemnification and Limitation of Liability

The Processor shall indemnify, defend, and hold harmless the Controller from claims arising from the Processor's material breach of this Agreement, failure to comply with applicable data protection laws, or negligence in connection with data processing. The Processor's aggregate liability shall not exceed total fees paid by the Controller in the 12 months preceding the event giving rise to the claim. This limitation does not apply to claims arising from the Processor's willful misconduct or fraud.

10. Term and Termination

This DPA is effective upon signature and remains in force for the duration of the District's subscription to Clarity School Climate. Either party may terminate this agreement with 30 days written notice. Upon termination, the Processor shall cease processing the Controller's data and delete or return all data within 30 days.

11. Governing Law

This agreement shall be governed by the laws of the State of Nebraska. Any disputes shall be resolved in the courts of Buffalo County, Nebraska. The Processor agrees to cooperate in good faith with applicable state-specific requirements to the extent they do not conflict with Nebraska law.

12. Entire Agreement

This DPA, together with any applicable subscription agreement, constitutes the entire agreement between the parties with respect to data processing. Any amendments must be in writing and signed by both parties.

SIGNATURES

<p>Data Processor Engaging Education Solutions, LLC</p> <p>Signature: _____ Dr. Christopher M. Knoell Founder & CEO Date: _____</p>	<p>Data Controller School District</p> <p>Signature: _____ Name: _____ Title: _____ Date: _____</p>
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