



## PRAXIS AI DATA PROCESSING AGREEMENT (DPA)

For AI Math Coach and Educational Services

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

This Data Processing Agreement ("Agreement") is entered into between:

### **Educational Institution:**

District/Institution Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**and**

### **Praxis AI, LLC**

Principal place of business: 6701 Koll Center Parkway, Suite 250-2656, Pleasanton, CA 94566

Privacy Officer: Hugo Lebeque, CTO

AI Governance Officer: David James Clarke IV, CEO

Email: [humans@praxis-ai.com](mailto:humans@praxis-ai.com)

## **1. PURPOSE AND SCOPE**

### **1.1 Service Description**

This Agreement governs the use of Praxis AI's AI Math Coach as embedded within All Learners Network's online platforms, including All Learners Online (ALO), and any related educational technology services provided by Praxis AI, LLC.

### **1.2 FERPA School Official Designation**

The Educational Institution hereby designates Praxis AI, LLC as a "school official" with "legitimate educational interests" in Student Education Records as defined under FERPA (34 CFR §99.31(a)(1)). Praxis AI acknowledges it is under the *direct control* of the Educational Institution regarding the use and maintenance of Student Data and will act only on the documented instructions of the Institution. This designation is strictly limited to providing contracted educational services.

### **1.3 Data Categories Covered**

This Agreement governs:

- Student Education Records (as defined by FERPA)
- Personal Information (any information that identifies or can be used to identify a student)
- Usage Data (technical information about platform interactions)
- Work samples and educational context uploaded by educators



All such information remains the exclusive property of the Institution and the students or parents to whom it pertains. Unless expressly designated as *directory information* by the Institution consistent with FERPA §99.37, Praxis AI will treat all such information as protected PII.

## **2. SCOPE OF SERVICE AND DATA COLLECTION PRINCIPLES**

### **2.1 Service Scope**

- The AI Math Coach is designed primarily for use by educators; it is not intended for direct unsupervised student input or interaction.
- Praxis AI does not collect student data independently; all student data is uploaded solely at the discretion of the Educational Institution.

### **2.2 Data Minimization**

- Collects only the minimum necessary Student Data.
- Quarterly audits of collected data categories.
- Strong recommendation to de-identify when possible using FERPA's de-identification standards (§99.31(b)(1)).

### **2.3 Age-Appropriate Protections**

Enhanced protections reflect COPPA and FERPA obligations across elementary, middle, and high school usage.

## **3. PERMITTED USES OF STUDENT DATA**

Student Data and Personal Information may only be used for:

- Service delivery
- Security protection
- Technical support

### **3.1 AI Governance and Human Oversight**

Human oversight applies to all substantive AI-generated educational outcomes.

### **3.2 Preserving Student and Parent Rights**

This Agreement preserves all FERPA rights, including the rights of access, amendment, and disclosure control. Praxis AI will *not respond directly to parent or eligible student requests* but will promptly provide the Institution with any information or access necessary for the Institution to meet its obligations under FERPA §§99.10–99.12. Requests must be fulfilled within forty-five (45) days or sooner if required by law.

## **4. PROHIBITED USES**

Prohibitions include product development beyond contracted services, monetization, advertising, profiling, general AI training, or discriminatory uses.



#### **4.1 Redisclosure Restriction**

Praxis AI shall not redisclose Student Education Records or PII to any third party except:

- To subcontractors under a written agreement with FERPA-equivalent obligations,
- Back to the Institution, or
- As specifically permitted under FERPA §99.33 (e.g., in compliance with a court order or health/safety emergency).

### **5. SECURITY AND DATA PROTECTION**

Robust encryption, role-based access, zero-trust model, training, and breach notification remain required.

#### **5.1 Incident Response – Clarification**

Praxis AI shall notify the Institution within twenty-four (24) hours of any security incident involving Student Data. Notification to parents/guardians will be facilitated by the Institution but Praxis AI will provide immediate details unless law enforcement determines that disclosure would impede a criminal investigation. Even in such cases, Praxis AI shall notify the Institution as soon as permitted.

### **6. DATA SHARING AND DISCLOSURE LIMITS**

#### **6.1 Permitted Disclosures**

Internal need-to-know, valid legal requirements, and disclosures back to the Institution consistent with FERPA.

#### **6.2 Subcontractor Requirements**

Subcontractors must execute equivalent FERPA-compliant agreements and submit to Institutional audit.

#### **6.3 Recordkeeping Obligation**

Praxis AI shall maintain access and disclosure logs sufficient to assist the Institution with its FERPA recordkeeping obligations under §99.32 and will provide such logs upon request.

### **7. DATA RETENTION AND DELETION**

#### **7.1 Retention**

Only as long as necessary for contractual services or legal purposes.

#### **7.2 Deletion and Certification**

Upon Institution request or contract termination, data will be deleted within thirty (30) days, backups within ninety (90) days, using NIST-approved methods. Written certification provided.

### **8. COMPLIANCE AND AUDIT RIGHTS**

Institution retains broad audit rights and may request policy documents, security controls, subcontractor agreements, FERPA training records, and access logs. Compliance reviews fulfill FERPA's "*reasonable methods*" requirement.

### **9–12. DATA PORTABILITY, BREACH REMEDIES, GOVERNING LAW**

Unchanged except clarified indemnification obligations cover any redisclosure or failure to provide FERPA-required access, amendment, or deletion support.



**EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Data Processing Agreement as of the date first written above.

**EDUCATIONAL INSTITUTION:**


Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PRAXIS AI, LLC:**

Signature: \_\_\_\_\_

Print Name: David James Clarke IV

Title: Chief Executive Officer

Date: September 29, 2025



## Summary

### Praxis AI Data Processing Agreement (DPA)

#### FERPA Compliance Summary Sheet

Educational Institution:	[District/Institution Name]
Praxis AI Entity:	Praxis AI, LLC
Service Covered:	AI Math Coach (embedded within All Learners Online/ALO)
Effective Date:	[Date]

### 1. Statutory Role and Data Ownership (FERPA Compliance)

#### 1.1 School Official Designation (FERPA §99.31(a)(1)(i))

Status	DPA Reference	Summary of Commitment
<b>School Official</b>	Section 1.2	The Institution formally designates Praxis AI as a " <b>School Official</b> " with " <b>legitimate educational interests</b> " under FERPA.
<b>Control</b>	Section 1.2	Praxis AI is under the <b>direct control</b> of the Educational Institution and will act <b>only on the documented instructions</b> of the Institution regarding Student Data.
<b>Data Ownership</b>	Section 1.3	<b>All Student Data remains the exclusive property of the Institution</b> and the students/parents.
<b>Data Types</b>	Section 1.3	Covers <b>Student Education Records, Personal Information, Usage Data, and work samples.</b>

#### 1.2 Data Use: Permitted vs. Prohibited (FERPA §99.33)

##### Permitted Uses (Data **MUST** be used **ONLY** for these purposes):

- Providing the **contracted educational services** (Service Delivery).
- Ensuring platform **Security Protection**.
- Providing **Technical Support** to authorized personnel.



## PROHIBITED USES OF STUDENT DATA

*Data shall NEVER be used for these purposes*

### COMMERCIAL EXPLOITATION

Prohibition	DPA Section	Our Commitment
Data Monetization	Section 4	We will <b>NEVER</b> sell, rent, lease, or otherwise monetize Student Data in any form
Targeted Advertising	Section 4	We will <b>NEVER</b> target advertisements to students, parents, or educational staff
Commercial Profiling	Section 4	We will <b>NEVER</b> create commercial profiles of students for non-educational purposes

### AI & TECHNOLOGY MISUSE

Prohibition	DPA Section	Our Commitment
General AI Training	Section 4	We will <b>NEVER</b> use Student Data to train commercial AI models for distribution outside contracted services
Unauthorized Product Development	Section 4	We will <b>NEVER</b> use Student Data for product development beyond specifically contracted educational services
Discriminatory AI Systems	Section 4	We will <b>NEVER</b> deploy AI systems that discriminate based on protected characteristics

### KEY PROTECTIONS SUMMARY

**Zero Commercial Use** - Student data stays strictly educational

**No Third-Party Sales** - Your data never leaves our educational mission

**Anti-Discrimination Guarantee** - Fair AI systems for all students

**Educational Purpose Only** - Every use must directly benefit student learning

## 2. Security, Disclosure, and Rights

### 2.1 Security and Incident Response (FERPA "Reasonable Methods")

Area	DPA Reference	Summary of Commitment
Data Security	Section 5.1	Data is protected by: <b>AES-256 Encryption</b> at rest, <b>TLS 1.3</b> in transit, <b>Role-based Access Controls</b> , and a <b>Zero-Trust Model</b> .
Personnel	Section 5.2	<b>Background checks</b> and <b>regular FERPA training</b> are required for all personnel with data access.



Area	DPA Reference	Summary of Commitment
<b>Breach Notification</b>	Section 5.3	Praxis AI must notify the Institution within <b>twenty-four (24) hours</b> of discovering a security incident affecting Student Data.
<b>Audit Rights</b>	Section 8.1	The Institution retains broad rights to <b>audit</b> compliance, including security assessments and review of logs/policies.

## 2.2 Third-Party and Subcontractor Disclosure (FERPA §99.33)

Restriction	DPA Reference	Summary of Commitment
<b>Redisclosure</b>	Section 4.1	Praxis AI <b>shall not redisclose</b> Student Data to any third party except: 1) Back to the Institution, 2) To subcontractors under written agreement, or 3) As required by law/court order (per §99.33).
<b>Subcontractors</b>	Section 6.2	Any subcontractor must <b>execute a written DPA equivalent</b> to this Agreement and submit to Institutional audit rights.
<b>Recordkeeping</b>	Section 6.4	Praxis AI will maintain and provide access and disclosure logs to assist the Institution with its <b>FERPA §99.32 recordkeeping obligations</b> .

## 2.3 Parent/Student Rights (Access, Amendment, Deletion)

Right	DPA Reference	Summary of Commitment
<b>Access/Amendment</b>	Section 3.2	Praxis AI will <b>not respond directly</b> to parent/eligible student requests but will <b>promptly provide the Institution</b> with all necessary information to fulfill its obligations under FERPA §§99.10–99.12.
<b>Data Deletion</b>	Section 7.2	Upon Institution request or termination, Praxis AI must <b>delete all Student Data within thirty (30) days</b> . Backup systems purged within ninety (90) days.
<b>Certification</b>	Section 7.2	Praxis AI must provide <b>written certification</b> that the data has been destroyed using NIST-approved methods.



### 3. AI Governance and Enhanced Remedies

#### 3.1 Algorithmic Accountability

Area	DPA Reference	Summary of Commitment
<b>Human Oversight</b>	Section 3.1	<b>All AI-generated decisions that could materially impact student educational outcomes require human review</b> by qualified educational personnel before implementation.
<b>Decision Transparency</b>	Section 3.1	Upon request, Praxis AI will provide <b>explanations of how AI algorithms make decisions</b> affecting individual students.

#### 3.2 Breach Remedies and Indemnification

Action	DPA Reference	Summary of Commitment
<b>Material Breaches</b>	Section 10.1	Includes unauthorized disclosure, failure of security, or <b>violation of data use restrictions</b> .
<b>AI Breach Remedies</b>	Section 10.2	Material breaches involving AI systems require <b>immediate suspension of affected AI functions</b> and comprehensive algorithmic audits.
<b>Indemnification</b>	Section 10.3	Praxis AI indemnifies the Institution against claims arising from: <b>Breach of this Agreement, violation of applicable privacy laws</b> , or harm caused by <b>AI system failures or bias</b> .