

STANDARD STUDENT DATA PRIVACY AGREEMENT

OR-NDPA-V1

AGREEMENT TYPE

Lincoln County School District

LEA

and

MindPrint

Provider

08/16/2024

Date

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

[Lincoln County School District], located at [1212 NE Fogarty Street, Newport, OR] (the “Local Education Agency” or “LEA”) and [MindPrint], located at [46 Maddock Rd, Titusville, NJ 08560] (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**



If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.



If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**



If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

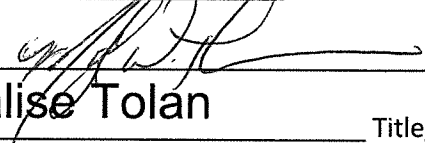
Name: Bryan Freschi Title: Tech Director
Address: 1212 NE Fogarty Street, Newport, OR
Phone: 5412659211 Email: bryan.freschi@lincoln.k12.or.us

The designated representative for the Provider for this DPA is:

Name: Nancy Weinstein Title: CEO
Address: 46 Maddock Rd, Titusville, NJ 08560
Phone: 917-952-5104 Email: nancy@mindprintlearning.com

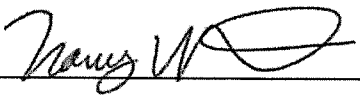
IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA [Lincoln County School District]

By: Majalise Tolan  Date: 8/16/2024
Printed Name: Majalise Tolan Title/Position: Superintendent

MindPrint

Provider [_____] 08/16/2024

By: Nancy Weinstein  Date: _____
Printed Name: NANCY WEINSTEIN Title/Position: CEO

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

See external file titled:
[MindPrint Description of Services.pdf]

MindPrint Learning

Description of Services

Exhibit A

Prepared by:

Nancy Weinstein, CEO

46 Maddock Rd.

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<https://mindprintlearning.com>



MindPrint
learning

MindPrint Background

MindPrint Learning's strengths-based solution enables districts to efficiently address learner variability and accelerate achievement and behavior outcomes. MindPrint is the only solution developed around a valid, reliable cognitive assessment that enables educators to understand how students learn best so they can differentiate instruction and build learner agency. MindPrint reports and instructional tools are designed for whole class instruction, small group differentiation, personalized learning, standardized test preparation, and development of social-emotional skills. MindPrint instructional supports are core to teacher effectiveness and disseminated to teachers through science of learning professional development and teacher coaching. Professional development can be delivered in-person or virtually, and asynchronous versions are optional for most sessions.

MindPrint's solution is rooted in over 50 years of academic research demonstrating that cognitive skills are a far more reliable predictor of academic success and potential than social-emotional skills or student past grades (Cattell, 1971 & 1987; Woodcock & McArdle, 1998; Ferrer & McArdle, 2004). Cognitive skills refer to the skills in the neurological domains of complex reasoning, executive functions, long-term memory, and processing. They provide the most reliable view of a student's learning capacities in different formats and contexts, enabling teachers to provide the most effective instructional delivery methods for each learner.

MindPrint has been providing its integrated cognitive assessment solution and wraparound professional development for K-12 schools for over ten (10) years. We are a mission driven, for-profit Delaware Corporation headquartered outside of Princeton, NJ. MindPrint was launched with a defined purpose to give the gift of how you learn to every child. At the core of the MindPrint solution is an online, scalable cognitive assessment, developed at the University of Pennsylvania's School of Medicine in collaboration with the National Institute of Mental Health. It is the same assessment used by NASA for their Mars Mission and Twins Study. This scalable solution ensures that all students benefit from cutting-edge learning science, regardless of zip code. The company has administered over 150,000 assessments worldwide across public, private and charter schools. MindPrint's award winning solution has been funded through five National Science Foundation grants, a Walton Family Foundation grant, and a grant from The Learning Accelerator. The company is backed by leading educational venture capitalists.

The MindPrint Solution is affordable, efficient and fully scalable to meet your district needs. Our implementations are entirely customized based on the specific needs of your institution. While it is our belief that every teacher and student should have a MindPrint, we also understand the needs of districts to take a more stepwise, methodical approach to achieve that goal. We will work with you to develop an implementation customized to the needs of your district leaders, teachers and students.

MindPrint Learning Overview

The MindPrint Solution is based on an understanding that if schools want to make meaningful gains in student learning, they need different, objective, and more reliable data, namely cognitive, to understand how to support the whole student. MindPrint offers the first ever universal, scalable K12 solution to make the direct connection between neuroscience and academic skills in the classroom. MindPrint provides a valid, reliable and efficient cognitive assessment of complex reasoning, executive functions, memory and processing for all students.

MindPrint's solution integrates each student's cognitive data with each student's normed achievement data and algorithmically provides the most effective evidence-based instructional strategies that can be applied in general education classrooms as well as for special populations. MindPrint's strategies are all context-specific (e.g. math, reading, study skills, behavior, test-taking) and recommendations are personalized based on the student's cognitive and academic performance. MindPrint enables teachers to support all learners, from nurturing gifted students, to supporting struggling learners, to helping students "lost" in the middle. MindPrint's solution is fully aligned to the Universal Design for Learning standards and our BOOST Yourself Course was co-created with award winning UDL-author Dr. Katie Novak.

MindPrint's one hour online cognitive assessment includes a series of 9 puzzle-like tasks and was developed and validated at the University of Pennsylvania's Brain Behavior Lab in collaboration with the National Institutes of Health. It is the same assessment used by NASA in their Mars Mission research to determine how environmental factors impact brain function. Neuroscience research, including MindPrint National Science Foundation (NSF)-sponsored research, shows that 40-60% of the variability in math and reading outcomes in students in grades 3-12 can be explained by variability in students' cognitive skills. Furthermore, research shows that adapting instruction to support students based on their relative cognitive strengths and needs will translate to gains across math, ELA, and science. The MindPrint Solution enables schools to efficiently and affordably collect cognitive data and shows teachers how to effectively use this data to improve outcomes in math, reading, and behavior. MindPrint enables teachers to comfortably and efficiently address reading, math and behavior challenges.

MindPrint is an essential tool to support educators to rely on objective data to inform their decisions rather than subjective judgments. MindPrint's solution inherently reduces implicit bias by focusing educators on what is accurately knowable about a student and not perceptions or subjective opinions which inherently are at the root of inequality. Our team has seen that the best way to change hearts and minds is to introduce objective data that provides counter-narratives to their unconscious biases.

While we expect that MindPrint will be interwoven into the fabric of your district's data-driven culture and decision making, the most common applications of MindPrint include:

Understand, support, and/or prevent academic struggles. MindPrint can be used with every student to make better sense of their achievement and behavior data and pinpoint any underlying challenges. Since MindPrint correlation analyses identify which skills are key drivers of academic outcomes by subject, MindPrint reports show teachers how to support weaker areas of cognition or provide alternative instructional approaches to support students when learning new concepts. Learning recommendations are designed to enhance teacher instruction as well as develop student study habits to strengthen student self-efficacy and learner agency.

Identify unrecognized student strengths, particularly in STEM. While schools often have a strong interest in nurturing students' interest in STEM subjects and careers, traditional classrooms still tend to heavily favor students with stronger verbal language skills over visual reasoning capabilities. However, visual reasoning skills are a better predictor of STEM success. As a result, students who have stronger STEM potential often do not realize their capabilities. MindPrint enables educators to more readily identify and nurture students with stronger potential in STEM fields even when their academic achievement skills might lag.

Support resiliency skills. Resiliency skills are also a significant contributor to student engagement and success. MindPrint is unique in its ability to identify and integrate academic, cognitive, and resiliency needs to enable teachers to understand and support the whole child. Using MindPrint's objective data enables teachers to support students where they are and help students develop the self-awareness and self-efficacy they need for long-term success. MindPrint's strategy recommendations include academic and social-emotional interventions. In addition, resiliency difficulties often mask or overlap with learning challenges. MindPrint is the most efficient way to parse out the root cause of a student's challenge so adults can support students in the most prioritized and effective way.

Support identification for special programs. MindPrint can be used as a key component of your multi-measure approach to ensure that all students are

objectively considered and identified for all programs, free from implicit bias or subjective determinations. MindPrint is particularly beneficial in the following areas:

- Identify key areas of giftedness beyond verbal reasoning that could be missed in heavily language-based classrooms or by traditional language-dependent achievement and cognitive tests. This is particularly beneficial in identifying high potential students from traditionally underrepresented communities.
- Identify executive function challenges, particularly beneficial for highly capable learners whose executive functions are masking their full capabilities.
- Distinguish language challenges from reasoning capabilities for multi-language learners.

Solution Features

MindPrint is a multi-faceted educational solution for all students age 8 and older who are reading at a 2nd grade level. MindPrint includes:

- An adaptive online cognitive assessment
- Student profiles to understand and address individual learner needs
- Evidence-based interventions to support struggling learners and accelerate strong performers.
- Reporting and monitoring to support growth in student academic performance
- Integrated reporting with FL FAST assessments to identify students with high growth opportunity
- BOOST Yourself Course to develop student self-efficacy and learner agency
- A resiliency screener, BOOST Yourself Screener
- Professional Development

Cognitive Assessment:

The MindPrint Assessment is a one hour online, cognitive assessment consisting of nine puzzle-like tasks that range in length from approximately 3 minutes to 10 minutes. The assessment is self-paced and adaptive and can be administered over multiple sessions. The assessment allows for individual and/or group administration. MindPrint assesses 10 skills across four core domains: executive functions, complex reasoning, memory, and speed. The contribution of these skills to learning varies by age, academic subject, and individual strategy use. A summary of the assessed skills follows, along with the most relevant learning and career contexts. MindPrint reporting and professional development supports teachers

to understand how cognitive skills are manifesting in the classroom and how they can be nurtured for college and career success.

The data gathered from the MindPrint cognitive assessment informs the reports and shapes the professional development for Florence 1 educators.

Complex Reasoning is the ability to analyze information and solve problems.

- **Verbal Reasoning** is the ability to understand language-based information. Verbal reasoning is the single greatest predictor of academic achievement across ages and subjects. Verbal reasoning is particularly important when reading, writing, speaking, listening and solving language-based problems.
- **Visual-Abstract Reasoning** is the ability to understand and draw conclusions from non-language-based information, including numbers, shapes, and patterns. Visual-Abstract Reasoning is also critical to drawing inferences and identifying symbolism in English and History. Visual-Abstract Reasoning becomes increasingly important as students progress in school with the biggest impact: in math and science, particularly in subjects like algebra, chemistry, and physics. Not surprisingly strong Visual-Abstract Reasoning is highly correlated to success in STEM careers such as medicine, engineering, and computer science.
- **Visual-Spatial Reasoning** is the ability to visualize how objects relate in space and show the biggest impact in STEAM subjects including geometry, physics, hands-on activities, and the fine arts. Weaker spatial skills could affect reading efficiency, handwriting, and math problem solving efficiency. Strong spatial skills are highly correlated with creative careers including engineering, design, and the arts.

Executive Functions are the traits that involve organizing thinking for efficient task completion. Even students with the strongest complex reasoning skills might have difficulty efficiently completing assignments and demonstrating their full potential if they have weaker executive functions.

- **Attention** is the ability to sustain focus and complete tasks efficiently to the best of one's complex reasoning capabilities, particularly tasks that are not intrinsically engaging. Weaker attention can impact performance across all subjects and can manifest as difficulties with organization, time management, self-regulation.
- **Working Memory** is the ability to mentally juggle multiple bits of information in short-term memory long enough to complete a task. Students with weaker working memory might have difficulties with multi-step problem solving in math and science, reading efficiency, reading comprehension on standardized tests, following directions, organization, and self-management.

- **Flexible Thinking** is openness to taking feedback and adapting. Flexible thinking is highly correlated to problem solving in both academic and social settings. Students with weaker flexible thinking might exhibit greater degree of difficulty with behavior, problem solving, novelty and collaboration.

Memory describes how efficiently a student remembers and recalls information to apply it in context. It is common for students to show variability between complex reasoning and memory or have one memory skill that is significantly stronger than the other. It is beneficial to recognize the stronger skill and rely on it to improve learning and homework efficiency.

- **Verbal Memory** is the ability to remember and recall language-based information that is read or heard. Verbal Memory is core to developing a strong fund of knowledge in all subjects and can have the greatest impact in younger students where foundation skills are most critical.
- **Visual Memory** is the ability to remember and recall objects, pictures, patterns, formulas, and other visual information. Like its verbal counterpart, Visual Memory is core to developing a strong fund of knowledge. However, Visual Memory is more highly correlated with STEAM subjects given the more visual nature of the subject matter.

Speed refers to how quickly and accurately a student works. Students who work efficiently can complete work within the expected time and can use extra time to check work, take on more challenges, or relax before the next task. In contrast, students who work at a slower pace might feel like they cannot complete the work, when they simply need more time and students who work too quickly might make errors despite their good understanding.




- **Visual Motor Speed** shows how efficiently your eyes and hands work together. Visual Motor Speed will affect handwriting, keyboarding, note taking, and hands-on activities.
- **Processing Speed** is how efficiently you process and respond to information. Processing sub-categories, including auditory, verbal, and visual. Processing speed can affect class participation, efficiency on standardized tests, reading efficiency and homework efficiency.

Reporting:

MindPrint provides a broad range of reports and tools designed to support educators and students to understand where a student currently is, why they are performing at a certain level, why performance has changed over time, and what they can do differently to accelerate growth. Reports triangulate cognitive, academic, and behavioral data and integrate MindPrint's actionable teaching and learning strategies. The following is a preview of the most commonly used reports. Full versions of reports are available upon request or clicking on the embedded links.

MindPrint Profile

The MindPrint Profile is an educator-facing report to understand and address individual learner needs. It categorizes each cognitive skill across the core domains (executive functions, complex reasoning, memory, and speed) from a strength to a skill to support, providing not only a clear picture of why a student might excel in some contexts and struggle in others, but also how to support each student. The MindPrint Profile includes a summary description of student strengths and needs, recommended interventions, and a detailed explanation of each skill and its potential impact on learning. The MindPrint Profile is most often used to personalize learning, particularly for special populations including multi-language learners, students with disabilities, gifted learners, and struggling learners.

STRENGTHS	EXPECTED RANGE			SKILLS TO SUPPORT
	High	Medium	Low	
Abstract Reasoning ★	Verbal Memory	Processing Speed Visual Motor Speed Visual Memory Attention Verbal Reasoning	Spatial Perception	Flexible Thinking
<small>Working Memory is not shown because the results were invalid.</small>				
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Ahead of peers Top 10% of peer group</p> </div> <div style="text-align: center;">  <p>Developing appropriately for peer group High: 60th - 83rd percentile Medium: 31st - 49th percentile Low: 17th - 30th percentile</p> </div> <div style="text-align: center;">  <p>Developing behind peer group, may require outside support Bottom 16% of peer group</p> </div> </div>				
<small>★ Mikayla performed in the top 5% of peer group</small>				
<h3>Mikayla's Stronger Skills</h3>				
<p>Abstract Reasoning: Mikayla's superior abstract reasoning shows great capability despite some inconsistencies. Strong abstract reasoning provides an excellent foundation for learning, particularly in subjects like math and science.</p>				
<p>Verbal Memory: Mikayla's verbal memory can contribute to efficient learning and retention in and out of school. Given much of academic learning relies on remembering what you read and hear, verbal memory can provide a strong foundation for learning across subjects.</p>				

Student Profile

The Student Profile includes much of the same information as in the MindPrint Profile but this strengths-based student-facing report does not include any numerical scoring. Rather, the profile highlights relative strengths and needs by cognitive domain, celebrating every student's strengths and providing every student with opportunities for improvement.


Whereas the strategies in the MindPrint Profile are designed for teaching and intervention, the strategies in the Student Profile are student-facing and designed to develop self-awareness, metacognition and self-management. The Student Profile is fully aligned with MindPrint's BOOST Yourself Course, but schools can comfortably share the Student Profile with students who are not enrolled in BOOST. Schools often share the Student Profile with families to increase family engagement, support homework, and as a communication tool during teacher conferences.


MY MINDPRINT PROFILE


Below is your MindPrint Profile. It lists your skills in each category in order of strength. **Your strongest skill is listed first in each category. You also have a strongest overall category. It's the highlighted tall box below.** When you are faced with a challenge you will always want to start with your strengths. The strategies below will help you use your strengths.

The last skill in each category could be a "blocker" and make learning challenging at times, but you can always find ways to use your strengths to succeed. Since Executive Functions can be the biggest blocker, in that category we give a strategy to help minimize any challenge.

Complex Reasoning
Understanding New Concepts


Visual Reasoning 


Verbal Reasoning 

Spatial Reasoning 

Top Strategy
Use Your Stronger Visual Reasoning


Long-term Memory
Remembering Information


Verbal Memory 


Visual Memory 


Top Strategy
Use Your Stronger Verbal Memory

Executive Functions
Organizing & Completing Work

Attention 

Faster Pace 

Flexible Thinking 

Short-term Memory 

Top Strategy
Use a Planner

Integrated Learning Plan (Individual student reports currently available for NWEA assessments.)

The integrated learning plan is available with certain normed achievement assessments. This report gives teachers deeper insight into a student's achievement test results and provides specific learning recommendations by learning strand. Teachers can reference this single integrated report that includes achievement and cognitive skills data to reference how to support students by learning strand. This teacher-facing report presents data and evidence-based strategies in a clear and concise way to drive actionable targeted, effective instruction. Alternative group level reports are available for students who have taken the following state assessments: SCReady, PSSA, NJSLA, WSAS.

Cognitive Dashboard

Dashboards offer aggregated views of student performance on the 10 cognitive skills in the MindPrint Profile. The dashboard also provides the most common differentiated grouping recommendations. Dashboards are available with district, school, grade and class views and can be easily downloaded to excel or csv for effective data management in your school's LMS or data warehouse.

Reports	Complex Reasoning			Executive Functions			Memory		Speed	Differentiated Groups		
	Verbal Reasoning	Visual Abstract Reasoning	Visual Spatial Reasoning	Flexible Thinking	Working Memory	Attention	Verbal Memory	Visual Memory	Processing Speed	Visual Motor	Reasoning	Memory
Standard											Stronger Verbal	Consistent (Stronger Visual)
Strategic											Consistent (Stronger Verbal)	Stronger Verbal
Strategic											Stronger Visual Abstract	Consistent (Stronger Visual)
Strategic											Stronger Visual Abstract	Stronger Visual
Strategic											Stronger Visual Abstract	Stronger Verbal
Strategic											Stronger Verbal	Consistent (Stronger Verbal)
Strategic											Stronger Verbal	Stronger Verbal

Academic Dashboard

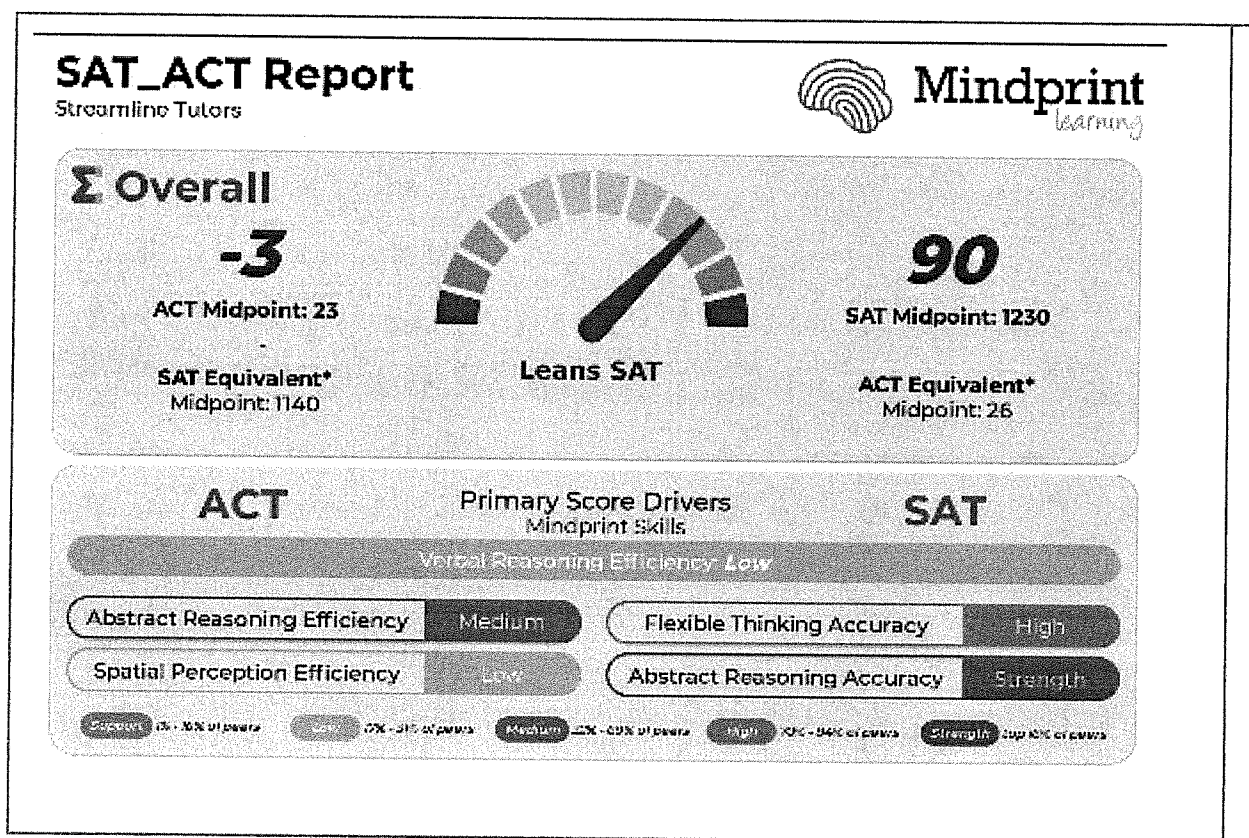
The Academic Dashboard has a similar design and views as the Cognitive Dashboard but provides proprietary MindPrint predictive analytics that translates the student's cognitive skills to specific areas of academic performance. This dashboard provides insight into which academic skills are likely to come more easily and which might require more effort or support, enabling teachers to provide whole class and small group instruction based on how students learn best, not just historic standardized test scores. Dashboards are available for Math, Reading and Study Skills. MindPrint highlights students with the highest opportunity for growth relative to their most recent academic achievement performance.

Key: Strong to Above Avg Average Below Average to Low Learning Strategies Download csv

Reading High Growth Gap	Reading					Math High Growth Gap	Math				Study Skills		
	Overall Reading	Reading Comprehension	Vocabulary	Writing Mechanics	Reading Efficiency		Overall Math	Algebra and Operations	Geometry	Problem Solving	Organization and Time Management	Skilled Pencil	Test Readiness
						✓							
✓						✓							▲
✓						✓							▲
✓						✓							▲
						✓							▲
						✓							
✓						✓							▲
						✓							

SAT-ACT Predictive Reports

Reports for these high stakes, standardized tests are available to support high school students. Access this report with an optional click on your administrator dashboard. MindPrint's proprietary algorithms determine if the SAT or the ACT is a more natural fit based on the student's cognitive strengths and skills needs. After using the Combo Report to make the best data-informed decision on which test, use the test-specific report to set a target and reach score, prioritize sub-tests, and use the most effective test-taking strategies. Students DO NOT need a diagnostic ACT or SAT, but they must have a current MindPrint Assessment.



BOOST Yourself Course

The **BOOST Yourself Course** develops core skills students need to build self-confidence in learning, recognize when and how to seek help, and become confident lifelong learners. This course is entirely rooted in evidence-based, science of learning best practices and was originally developed and funded through a grant from the National Science Foundation. Each lesson in this 10 to 12-week course includes an active opportunity for engagement, authentic applications within existing course work and instructional video(s). Teachers are provided turnkey lesson plans, slides, and discussion facilitation prompts. As students progress through the course, they take a deep dive into their Student Profile. They are given opportunities to celebrate their strengths, understand their weaker skills and learn to use the recommended strategies in authentic ways in their academic classes. Lessons can be chunked, distributed over multiple sessions, and re-ordered to align with other curricular needs and classwork. Schools can select from the general Scope and Sequence, or choose a Math, Reading or Executive Functions specific focus. Extension activities authentically develop social and emotional skills, such as social awareness and responsible decision-making. The focus of the course is on the importance of developing career-ready habits and a personalized playbook of learning strategies that will be most beneficial to each student's unique learning strengths, preferences, and challenges.

BOOST Yourself Survey The BOOST Yourself Survey is a brief (5 minute) online questionnaire designed to measure students' self-perception across resiliency skills including self-efficacy , growth mindset, motivation, and affect as well as math and reading specific attitudes and tendencies. You are encouraged to have students take the BOOST Yourself Survey as both a pre-survey before beginning the BOOST course and a post-survey after the course has been completed to measure progress at a student and class level.

BOOST Yourself Survey Report This report shows student growth on the resiliency skills on the BOOST Yourself Survey. Teachers can review trends in student attitudes and perceptions and use the MindPrint prioritized recommendations based on student trends. The survey groupings can be used to work on important self-management skills, including organization for homework and studying for tests. The groupings on this dashboard provide the discussion groups for teachers when facilitating MindPrint's BOOST Yourself Course.

Professional Development & Coaching:

Introduction to Science of Learning professional development is recommended for all educators who will interact with the MindPrint Solution. Introduction to the Science of Learning is a three hour course that teaches stakeholders about the importance of cognitive variability in teaching and learning. During this course, participants take the MindPrint Assessment to understand their own cognitive variability and develop an understanding of the interplay between their own cognitive strengths and needs and those of their students. MindPrint's experience is that starting with this professional development is an essential condition to improve teacher efficacy and overall program success. Third party research collected from MindPrint grants suggests that over 85% of teachers are eager to use MindPrint after participating in this session and none oppose it. This strong praise is in sharp contrast to research on other new school initiatives for which teacher approval hovers at only 29%.

Additional professional development and coaching is available upon request throughout the school year that varies by objective. In most schools, teachers participate in grade level data review sessions by school to view their students' MindPrint data, identify students for intervention, and agree on priority strategies for Tier instruction. Teachers participate in monthly PLCs by grade (elementary) or subject (middle and high school) to ensure ongoing use of MindPrint data and strategies. These sessions will be in person or virtual and led by MindPrint staff. A separate administrator-level data session is encouraged for strategic goal setting and additional training is available for teachers who will be delivering the BOOST Yourself Course (see below).

MindPrint data and linked strategies are available in the platform with the ability to review student profiles, learning plans, class dashboards, and personalized instructional and study strategies at all times. On-demand access to all supplemental professional learning resources are available after session attendance.

Virtual Coaching sessions typically occur during teachers' regularly scheduled professional learning group meetings. Teachers provide a "problem of practice" to MindPrint trainers in advance of the session. Challenges include teaching a specific unit, a specific student who is struggling, or a behavioral concern. MindPrint trainers come prepared to provide data-informed analysis and actionable next steps using evidence-based strategies in the MindPrint Toolbox. MindPrint will expect teachers to come prepared to report on results from strategies learned in previous coaching sessions. Additional session topics can include:

Understanding MindPrint Data professional development is for all teachers using MindPrint data and occurs after the Administrator Strategic Planning Session with the established implementation goals in mind. MindPrint's team will present teachers with an overview of their students' results. Teachers will learn how to log in to the MindPrint platform and access and read their MindPrint reports.

BOOST Yourself Teacher Training professional development is recommended for all educators who will be leading MindPrint's BOOST Yourself Course. During this professional development session, teachers will begin with a quick review of what they learned in the Introduction to Science of Learning. Teachers will be encouraged to consider their personal strengths and needs and reflect on how those strengths and needs affected their student experience: *What do I wish my teachers knew about me when I was in school? What would I have done differently had I known my MindPrint Profile? What strategies did I use that were most effective for me? Least effective?*

Teachers will then bring this strengths-based perspective to BOOSTing their students. They will familiarize themselves with the instructional materials and course design. Next, they will determine the best scope and sequence of lessons based on their school calendar (e.g., test-taking lesson prior to the next standardized assessment), identify potential intersections with core curriculum (e.g., collaboration lesson prior to the next large class group project or inviting the math teachers to participate in the math and problem-solving lesson). Teachers will leave this lesson with the confidence that they will build student self-efficacy and growth mindset with the instructional materials provided. They simply need to bring their genuine enthusiasm and a willingness to share their own learning journey.

Minimum/Recommended System Technical Requirements

A desktop or laptop computer, chromebook, PC or Macintosh for all students taking the online assessment. The MindPrint assessment cannot be administered on a tablet or smartphone.

A keyboard must be used for the assessment.

You will need Internet access to download each part of the assessment. We strongly recommend you use the most recent version of Mozilla Firefox or Google Chrome to take the Assessment. If necessary, you can use Internet Explorer v11 or higher or Apple Safari v7.0.5 or higher. The browser must allow JavaScript and cookies. Internet speed will not impact the test or the student's performance.

The student's learner profile, reports, and dashboards will be usable on any device.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>Students have the ability to share feedback about their test session when submitting their assessment.</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert LEA Name] _____ Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here] _____

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions] _____

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By [Insert Date] _____

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

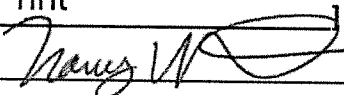
Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Lincoln County School District] ("Originating LEA") which is dated [08/16/2024], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:
Email to Send Exhibit E's _____

MindPrint
BY:  Date: 08/16/2024
Printed Name: Nancy Weinstein Title/Position: CEO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Lincoln County School District] and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **


BY:  Date: 8/27/24
Printed Name: MASAIISE TOLAN Title/Position: SUPERINTENDENT
SCHOOL DISTRICT NAME: LINCOLN COUNTY SCHOOL DISTRICT
DESIGNATED REPRESENTATIVE OF LEA:
Name: BRYAN FRESCHIE
Title: TECH DIRECTOR
Address: # ~~1212~~ 1212 NE FOGARTY ST. NEWPORT, OR
Telephone Number: 541. 574. 5838 97365
Email: BRYAN.FRESCHIE@LINCOLN.K12.OR.US

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT “G”

Supplemental SDPC State Terms for Oregon

Version 1.1

This Amendment for SDPC State Terms for Oregon (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

Lincoln County School District, located at 1212 NE Fogarty Street, Newport, OR (the “**Local Education Agency**” or “**LEA**”) and MindPrint (the “**Provider**”), located at 46 Maddock Rd, Titusville, NJ 08560

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. §1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of Oregon and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable Oregon laws and regulations, including SB 187 (2015), Oregon Student Information Protection Act (“**OSIPA**”), Or. Rev. Stat. § 646.607 – 646.652; Or. Rev. Stat. § 326.565, et seq. (Student Records); and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable Oregon state laws and regulations.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Lincoln County School District

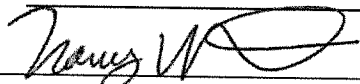
By: 

Date: LEA Signer's Date 8/27/24

Printed Name: Majalise Tolan

Title/Position: Superintendent

Provider: MindPrint

By: 

Date: 08/16/24

Printed Name: Nancy Weinstein

Title/Position: CEO

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."