NATIONAL RESEARCH STUDENT DATA PRIVACY AGREEMENT

_____

[INSERT SCHOOL DISTRICT OR LOCAL EDUCATION AGENCY]

and

Dr. Matthew Farber & Dr. William Merchant

Version: 1.0

This National Research Student Data Privacy Agreement ("**NRDPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

_____, located at _____
School District Name   Street, City, State
(the "**Local Education Agency**" or "**LEA**")

And

Dr. Matthew Farber & Dr. William Merchant , located at University of Northern Colorado, McKee Hall, Campus Box 107 Greeley, CO
Researcher Name   Street, City, State
(the "**Researcher**")

to address required FERPA's research studies exception requirements utilizing existing data.

WHEREAS the Researcher seeks student data in order to conduct studies for, or on behalf of the LEA and other educational agencies or institutions pursuant to a research description; and

WHEREAS the Researcher 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) and applicable state privacy laws and regulations and

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

NOW THEREFORE, the LEA and Researcher agreement is as follows:

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

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

    ☒ If checked, the Researcher has signed **Exhibit "E"** to the Standard Clauses, otherwise known as the General Offer of Privacy Terms

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

    ☐ If checked, the Additional Terms or Modifications and attached hereto as **Exhibit "H"** are hereby incorporated by reference into this NRDPA in their entirety.

3. In cases that specific commitments differ, Special Provisions takes precedence followed by State Provisions and the NRDPA

4. The description of purposes, scope, and duration of the research to be conducted by Researcher to LEA pursuant to this NRDPA are detailed in **Exhibit "A"** (the "**Research Statement**").

5. **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 NRDPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The LEA Sponsor representative for this NRDPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The designated representative for the Researcher for this NRDPA is:

Name: ___Dr. Matthew Farber & Dr. William Merchant_____ Title: Associate Professor_____

Address: University of Northern Colorado, McKee Hall, Campus Box 107 Greeley, CO _____

Phone: 970-351-2015 or 970-351-1981 Email: william.merchant@unco.edu and Matthew.Farber@unco.edu

[signature]

Matthew

IN WITNESS WHEREOF, LEA and Researcher execute this NRDPA as of the Effective Date.

LEA [School District Name]

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Researchers [Dr. William Merchant and Dr. William Merchant]

By: _____ Date: August 24, 2023_____

Printed Name: Dr. Matthew Farber & Dr. William Merchant   Title/Position: Associate Professor_____

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of NRDPA**. The purpose of this NRDPA is to describe the duties and responsibilities to protect existing 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. The Researcher shall be conducting research for, or on behalf of educational agencies or institutions to: (1) Develop, validate, or administer predictive tests; (2) Administer student aid programs; or (3) Improve instruction. The NRDPA fulfils the requirements of a "written agreement" under FERPA's Studies exception.

2. **Student Data to Be Provided**. In order to perform the Research hereinafter described, LEA shall provide existing Student Data to the Researcher as identified in the Schedule of Data, attached hereto as **Exhibit "B"**. Categories of data to be supplied to the Researcher may be modified if said modification is in writing and signed by the Researcher's and the LEA's designated representatives.

3. **NRDPA Definitions**. The definition of terms used in this NRDPA is found in **Exhibit "C."** In the event of a conflict, definitions used in this NRDPA shall prevail over terms used in any other writing, including, but not limited to the NRDPA or Privacy Policies.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All existing Student Data transmitted to the Researcher pursuant to the Research Agreement, identified in Exhibit B, is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Research Agreement, shall remain the exclusive property of the LEA. The Researcher further acknowledges and agrees that all copies of such Student Data transmitted to the Researcher, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this NRDPA 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 NRDPA, shall remain the exclusive property of the LEA.

2. Parent **Access**. The Researcher shall respond in a reasonably timely manner (and no later than thirty (30) 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 Researcher to view or correct as necessary. In the event that a parent of a student or other individual contacts the Researcher to review any of the Student Data accessed pursuant to the Services, the Researcher shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact the Researcher with a request for Student Data held by the Researcher pursuant to the NRDPA, the Researcher 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.

4. **Subprocessors**. The Researcher shall enter into written agreements with all subprocessors performing functions for the Researcher in order for activities pursuant to the NRDPA, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this NRDPA. Upon request of the LEA, the Researcher will provide a list of the subprocessors and purpose.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Research in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. The LEA shall also provide the name and contact information for the LEA identified project lead and/or alternate.

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 Researcher 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**. The LEA shall notify the Researcher promptly of any known unauthorized access. LEA will assist the Researcher in any efforts by the Researcher to investigate and respond to any unauthorized access.

5. **Review Process.** The LEA shall have an official process and policies for review and sign off on the project and/or identify a designated representative to work with the Researcher to ensure the requirements of this NRDPA are followed.

6. **FERPA Adherence.** The LEA shall only enter into agreements with those organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6)). The LEA must record the disclosure made under the studies exception per FERPA 99.32.

ARTICLE IV: DUTIES OF RESEARCHER

1. **Privacy Compliance**. The Researcher shall comply, in all material respects, 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. The Researcher shall conduct the study in a manner that does not permit personal identification of parents and/or students by anyone other than Researcher with legitimate interests. The Researcher shall also comply with all applicable federal, state, and local laws, rules, and regulations pertaining to adolescent web site access.

2. **Authorized Use**. The Student Data shared pursuant to the NRDPA, including persistent unique identifiers, shall be used for no purpose other than the Research outlined in Exhibit A or stated in

the Research Agreement and/or otherwise authorized under the statutes referred to herein this NRDPA. or other applicable laws

3. **Researcher Employee Obligation**. Researcher shall require all of Researcher's employees and subprocessors who have access to Student Data to comply with all applicable provisions of this NRDPA with respect to the Student Data shared under the NRDPA. The Researcher agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the NRDPA.

4. **No Disclosure**. The Researcher 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 NRDPA. Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Researcher pursuant to this NRDPA.

   - The Researcher will not re-disclose any PII to which the Researcher has access for the purpose of this study and will only use the PII only to meet the purposes stated and will amend this NRDPA should the purpose of use within the study change.

   - The Researcher will take any necessary steps to maintain the confidentiality of the PII at all stages of the study and will not permit the personal identification of parents and students by anyone other than the representations of the Researcher with legitimate interests.

   - The Researcher will conduct the study so as not to identify students or their parents and will allow internal access to PII from education records only to individuals with a need to know.

5. **De-Identified Data:** The Researcher agrees not to attempt to re-identify de-identified Student Data.

6. **Disposition of Data**. Upon written request from the LEA, or automatically at the end of the research project, the Researcher shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the NRDPA, 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 NRDPA, if no written request from the LEA is received, the Researchers shall dispose of all Student Data at the earliest of (a) the Researcher's standard destruction schedule, if applicable; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified. 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 Researcher 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. **Publication of Findings.** The Researcher shall provide the LEA with the right to review any data 30 days prior to publication and to verify proper disclosure avoidance techniques have been used. Based on Guidance for Reasonable Methods and Written Agreements Publication or Disclosure of De-Identified Student Data. If the Researcher seeks to further disclose or publicly release Student Data, the Researcher will provide a deidentification plan that must be approved by the LEA.

   a. The Researcher may attach a code to each record that may allow the recipient, if no PII is included, to match information received from the source provided that the method by

which the records code is assigned is not revealed and the record code is not based on a student's social security number or other personal information.

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, the Researcher will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following data breach, 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 Researcher 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 Researcher 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 Researcher and/or conducting Research, and shall provide reasonable access to the Researcher's facilities, staff, agents and LEA's Student Data and all records pertaining to the Researcher, LEA and conducting research to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the NRDPA.

3. **Data Security**. The Researcher agrees to utilize adequate and appropriate administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use or modification. The Researcher 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 in Exhibit "F."

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 Researcher, the Researcher 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. The Researcher 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 Researcher 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) The Researcher 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) The Researcher 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 access 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.

ARTICLE VI: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this NRDPA, they may do so by mutual written consent so long as the NRDPA has not lapsed or has been terminated. Either party may terminate this NRDPA and any Agreement or contract if the other party breaches any terms of this NRDPA.

2. **Effect of Termination Survival**. If the NRDPA is terminated, the Researcher shall destroy all of LEA's Student Data pursuant to Article IV, section 5.

3. **Priority of Agreements**. This NRDPA 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 NRDPA. In the event there is conflict between the terms of the NRDPA, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this NRDPA shall apply and take precedence.

4. **Entire Agreement**. This NRDPA constitutes the privacy 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 NRDPA may be amended and the observance of any provision of this NRDPA 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 NRDPA 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 NRDPA, 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 NRDPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS NRDPA 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 NRDPA is and shall be binding upon the respective successors in interest to the Researcher 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 Researcher sells, merges, or otherwise disposes of its business to a successor during the term of this NRDPA, the Researcher 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 NRDPA and any obligations with respect to Student Data within the NRDPA. The LEA has the authority to terminate the NRDPA if it disapproves of the successor to whom the Researcher 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 NRDPA, 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.

<u>EXHIBIT "A"</u>

RESEARCH STATEMENT

Title: A study of the educational impact of Peekapak, a social-emotional learning (SEL) program for kindergarten through 3rd grade learners

Researchers: William Merchant and Matt Farber; College of Education and Behavior Sciences, The University of Northern Colorado

A. Purpose

1. The importance of social-emotional skills has been extensively studied and chronicled in the academic literature. Skills such as behavioral and emotional regulation, the cultivation of positive relationships, effective communication, and social perspective taking in the early grades are positively associated with skills and behaviors related to academic success.

   Of equal importance is the identification of scalable processes for developing social-emotional skills. Education agencies need processes that can be implemented with fidelity across multiple sites with minimal training and oversight. The Peekapak program is designed to fill this need with a scalable platform that requires minimal staff training. The purpose of this study is to test the effects of a Peekapak on selected social-emotional and learning outcomes, and obtain feedback on implementation.

2. This research will involve the study of pre-existing, secondary data that was collected in established or commonly accepted educational settings, involving normal educational practices, and was examining comparison among instructional techniques and is therefore submitted under the EXPEMPT category of IRB review.

B. Methods
1. Participants

   This study will pool from potentially 32 districts with each having 5 schools. Classes contain a range of elementary grade levels, primarily K-3. Only data from students enrolled in grades K-3 during the study period is used in the sample.

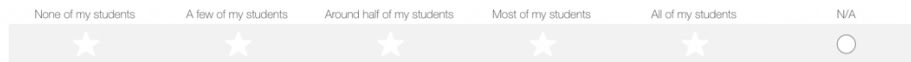2. Data Collection Procedures

   This study used a quasi-experimental design with non-equivalent treatment/control groups. Groups were assigned at the site level with individual students as the unit of analysis. Student data on social-emotional and learning outcomes will be collected pre-treatment and again Mid and post-treatment. Causal inference for the effect of Peekapak on targeted outcomes is determined through comparison of pre/mid/post change scores between the treatment and control groups. Table 2 provides a visualization of this design where, O=data collection, Baseline = B, M = Mid, P = Post and X=implementation of the treatment,

Research data will be collected from participating LEAs (School Districts): This data is related to the overall student population and students who are involved in the research project. The data will be provided from each LEA research or administrative team securely to the researchers in August, January, and April for study analysis. Data includes:
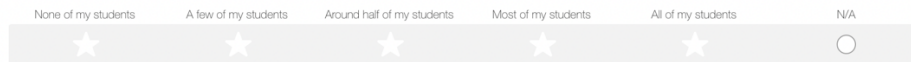
- ○ **LEA and school data;** Percent of student population qualifying for free or reduced lunch, LEA name, school name, school address, and type of location (rural versus urban).
- ○ **Teacher data**: Email address; length of service; age; grade level taught; associated school and LEA.
- ○ **Student data:** Academic test results, SSID, if the student qualifies for free or reduced lunch programs; race; ethnicities, birthdate, gender, ESL status, suspensions and referrals to principals, absenteeism.
  - ■ **Note:** The only purpose of using SSID is to link pre and post measures across students. To protect student confidentiality the researchers set up multiple data files that are used to "rinse" away identifying information.
    - ● Actual school data set including SSID, academic measures, etc.
    - ● A data set that contains SSID and a new Peekapak ID
    - ● A data set of academic outcomes and Peekapak ID
- ○ Pre / Mid / Post Survey Data collected by Peekapak: Surveys will be administered by Peekapak to collected electronically with teachers and students.
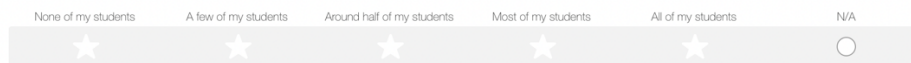 - ■ Below are sample questions for teachers:

* 15. My students work well with others. 💬 0					
None of my students	A few of my students	Around half of my students	Most of my students	All of my students	N/A
⭐	⭐	⭐	⭐	⭐	○

* 16. My students share what is theirs with others. 💬 0					
None of my students	A few of my students	Around half of my students	Most of my students	All of my students	N/A
⭐	⭐	⭐	⭐	⭐	○

* 17. My students show gratitude (e.g., Say 'Thank you', appreciate and value people and what they have). 💬 0					
None of my students	A few of my students	Around half of my students	Most of my students	All of my students	N/A
⭐	⭐	⭐	⭐	⭐	○

  - ■ Below are sample questions for students:

* 8. I work well with others.

Never	Almost never	Sometimes	Most of the time	Always
👍	👍	👍	👍	👍

* 9. I share what I have with others.

Never	Almost never	Sometimes	Most of the time	Always
👍	👍	👍	👍	👍

Table 2: Study Design

Times	B		M	P
Treatment	O	X	O	O
Control	O		O	O

3. Data Analysis Procedures

Analysis occurs in two stages. The initial stage generates descriptive and inferential statistics of the data. Pre-treatment and post-treatment data is summarized using descriptive statistics and visual display to facilitate initial exploration of results. Initial analysis is conducted for all social-emotional outcomes and learning outcomes.

Based on interpretation of the descriptive statistics, subsequent inferential analysis is conducted as appropriate. The anticipated model for this analysis is a Multiple Analysis of Co-Variance (MANCOVA), with the unit of analysis at the student level. This model has the advantage of simultaneously analyzing multiple comparisons (e.g., social-emotional scores across various assessments) without inflating Type 1 error. A final decision on the inferential model used is based on the nature of the data, and the extent to which data meets required assumptions for the model.

Data is organized and cleaned in Microsoft Excel. Analysis is conducted and visual displays generated using SPSS.

4. Data Handling Procedures

Data will be maintained on the hard drive of a password protected laptop computer. The password adheres to current security practices and is changed every six months. Within the hard drive, sensitive data are stored within an encrypted partition that adds an additional layer of security. In the event that sensitive data is transferred via email, a webmail service with end-to-end encryption is used.

Any identifying information provided with the data is cleaned from research datasets. Unless a unique identifier is provided with the data, each student is assigned a random six-digit identifier to match information across databases. Participating teachers also receive a unique identifier that is used to match their data with that of their site. Reports produced for this study include only aggregated information and cleaned of student and site identifiers. Because of the small number of study sites, identification of the sites may be possible by someone with knowledge of the district and/or site characteristics. Reasonable precautions are taken to protect the identity of the sites and participants.

C. Risks, Discomforts and Benefits

There are no foreseeable risks in this study.

D. Costs and Compensations

There are no costs or participant compensations for this study.

EXHIBIT "B"

SCHEDULE OF DATA

The following list of Student Data may be used under the Studies exception. **By checking the boxes below, the Researcher agrees to abide by the following FERPA Studies exception implementation regulations and LEA requirements:**

Category of Data	Elements	Check if Used
Application Technology Metadata	IP Addresses of users, Use of cookies, etc.	x
	Other application technology metadata - Please specify:	
Application Use Statistics	Metadata on user interaction with application	x
Assessment	Standardized test scores	x
	Observation data	x
	Other assessment data - Please specify: Moodboard check-in data	x
Attendance	Student school (daily) attendance data	x
	Student class attendance data	x
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	
	Gender	x

Category of Data	Elements	Check if Used
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	x
	Other demographic information - Please specify:	x
Enrollment	Student school enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	
	Email	x
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	x
Parent/Guardian Name	First and/or Last	x
Schedule	Student scheduled courses	
	Teacher names	x

Category of Data	Elements	Check if Used
Special Indicator	English language learner information	x
	Low-income status	x
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	x
	Living situations (homeless/foster care)	
	Other indicator information - Please specify: suspensions and referrals to principals	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	x
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	x

Category of Data	Elements	Check if Used
Student work	Student generated content; writing, pictures, etc.	x
	Other student work data - Please specify: Feelings check-in data, games completed and comprehension data.	x
Transcript	Student course grades	x
	Student course data	x
	Student course grades/ performance scores	x
	Other transcript data - Please specify: Behavioral data	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	

EXHIBIT "C"

DEFINITIONS

Breach of Security: a successful attempt by an attacker to gain unauthorized access to an organization's computer systems

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, whether through single or multiple releases, and taking into account other reasonably available information 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.

Persistent Unique Identifiers: A persistent identifier is a unique identifier that can be used to recognize a consumer, a family, or a device across different services

Researcher: For purposes of the NRDPA, the term "Researcher" means an organization or individual

conducting studies for, or on behalf of, educational agencies or institutions to: (A) develop, validate, or administer predictive tests; (B) administer student aid programs; or (C) improve instruction.

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.

Sponsor: A LEA designee who takes responsibility for and provides support for Research Project on behalf of the LEA, students, and parents.

Student Data: Student Data includes any existing data, whether gathered by Researcher or provided by LEA or its users, students, or students' parents/guardians, for the purpose of the Research Project, that is descriptive of the student. This includes data or other direct or indirect identifiers, that are 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 Metadata. 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 NRDPA, and for the purposes of federal, state, and local laws and regulations. Existing Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Researcher 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 Researcher's services.

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

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

_____ [**Insert Name of District or LEA**] Researcher to dispose of data obtained by Researcher pursuant to the terms of the Research Agreement between LEA and Researcher. 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

_____   _____

Designated Representative of LEA Date

5. Verification of Disposition of Data

_____   _____

Designated Representative for the Researcher Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this NRDPA between it and _____ [Insert Name of Originating LEA] ("Originating LEA") which is dated [Insert Date], 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 Researcher's signature shall not necessarily bind Researchers to other terms or to any other provision not addressed in this NRDPA. The Researcher and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Researcher to suit the unique needs of the Subscribing LEA. The Researcher may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) or three (3) years after the date of Researcher's signature to this Form.

Subscribing LEAs should send the signed **Exhibit "E"** to Researcher's email address:

_____ william.merchant@unco.edu _____

Peekapak Inc.

BY: _____ Date: Sept 13, 2023 _____

Printed Name: Dr. Matthew Farber & Dr. William Merchant Title/Position: Associate Professors

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Researcher, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Researcher shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Insert Name of Originating LEA] and the Researcher.

**PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO RESEARCHER PURSUANT TO ARTICLE VII, SECTION 5. **

_____**[Insert Name of Subscribing LEA]**

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks. Numerous credible cybersecurity frameworks can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Researcher.

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

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

Description:

EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version _____

Date: _____

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC Project Teams and the State Alliances. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Researchers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H"

Additional Terms or Modifications

Version _____

Date: _____

LEA and Researcher 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 NRDPA. If there are no additional or modified terms, this field should read "None."