

Tools of the Mind® Terms and Conditions

Last updated March 1, 2022

These Terms and Conditions (“**Terms and Conditions**”) govern the provision by Tools of the Mind® (“**Tools**”) of certain programs and services relating to Tools’ proprietary curriculum (the “**Services**”) to its clients (each, a “**Client**”). Upon (a) signing a services agreement with Tools for the provision of Services (a “**Services Agreement**”), (b) returning to Tools a purchase order for the provision of Services, or (c) otherwise accepting the provision of Services from Tools, Client agrees to be bound by these Terms and Conditions, which together with any such Services Agreement, any such purchase order, and any other applicable documents referenced in the Services Agreement, such purchase order, or these Terms and Conditions, form a part of Client’s agreement with Tools with respect to provision of the Services (collectively, the “**Agreement**”).

The Agreement is between the Client and Tools. The Agreement applies to all services and programs provided by Tools to the Client. These Terms and Conditions can be downloaded, printed, and saved by Client.

1. **Tools Obligations.** Tools shall provide certain Services (including certain services relating to Tools’ Professional Development program and workshops (“**Professional Development Services**”) in accordance with each Services Agreement or purchase order accepted by the Client, or as otherwise agreed by the Client and Tools. Each Services Agreement shall contain the following: (a) a brief summary of the Services to be rendered; (b) terms of payment; (c) a period of service for performance of the Services; (d) and such other terms as may be applicable to the Services described in such Services Agreement. Subject to the terms of any Services Agreement and these Terms and Conditions, Tools hereby grants to Client a non-transferable and non-exclusive license to use the Services solely within the scope specified in the Services Agreement (if any) and these Terms and Conditions.
2. **Client Obligations.** For each Services Agreement, unless otherwise stipulated in that Services Agreement, Client agrees to the following obligations:
 - a. **Classroom Equipment:** Provide sufficient classroom equipment to meet basic standards of a good early childhood classroom as defined by accepted practices (e.g., State DOE guidelines, NAEYC guidance, ECERS-3).
 - b. **Use by Trained Teachers or Staff:** Ensure that no Tools products or Tools activities, nor any part of the Tools curriculum, Professional Development program, or other Tools Property (defined below) being provided to Client under the Agreement are used in Client classrooms, or in other settings under Client’s control, by teachers or other staff who have not been trained by Tools pursuant to any applicable Services Agreement(s) or other Tools-provided training plan(s).
 - c. **Professional Development:** Provide its applicable staff with release time to attend all applicable Professional Development workshops (in-person or virtual) that Tools provides hereunder.
 - **Note (for Regional Conferences Only):** Workshops, conferences and other plenary meetings of districts attending a Tools Professional Development Services event will be held in a location designated by Tools (e.g., typically a hotel or conference center in the region). Travel is required for staff to attend workshops. Client shall ensure district staff attending workshops understand both their professional responsibility to arrive on time and that travel will be involved. Tools shall have no responsibility for arranging or providing travel to or from workshops or other trainings or meetings.
 - d. **Data Sharing:** Unless prohibited by applicable law, Client agrees to honor all reasonable requests to share available student achievement data in aggregate, de-identified form and other

data that is relevant to demonstrating the impact of the Tools program. If applicable to Client's registered program and if the Client chooses to partner with Tools for additional data sharing, the Client agrees to be bound by additional terms regarding data sharing located within the Supplemental Data Share Agreement Template attached hereto as **Schedule 2(d)**.

- e. **District Liaison:** Client assigns one district staff person to fill the role of Tools district liaison who shall be required to: support logistics coordination, work with the Tools Partnership Development Manager (PDM) or Specialist (PDS) assigned to the program/school, identify issues in implementation on an ongoing basis, shadow the Tools PDM or PDS during technical assistance visits, provide in-classroom Tools support to teachers during teacher planning meetings and implement feedback from Technical Assistance visits, and address other questions as they arise.
- f. **No Substitution:**
- The staff member(s) who are registered to attend Professional Development workshops or who attend workshops specified in the Services Agreement or otherwise provided by Tools, either virtually or in-person, must be the same person who attends all subsequent workshops. Because of the cumulative nature of the Professional Development Services provided by Tools, different district staff may not be substituted at subsequent workshops in the series, except in cases of termination or medical leave of such individual and subject to the prior written approval from Tools. Additionally, for all virtual training options, logins may not be shared but only used by the person to whom the login credentials were issued.
 - Only registered staff member(s) may attend Tools' workshops and access Tools' resources. No substitutions are permitted without prior authorization from Tools. Missed workshops that are not properly approved for substitution by Tools are nonrefundable.
- g. **Staff Attendance:** The Client shall be responsible to track the attendance of their staff at Tools trainings and workshops for their own purposes. While Tools will also track general attendance at trainings and workshops, it is ultimately the Client's responsibility to track attendance of their own staff members accurately.
- h. **Coach and Administrator Attendance:** The Client will use their best efforts to cause all staff (including designated supervisors) who consistently support teachers implementing Tools or work with students in Tools' classrooms to register for and attend every training and workshop.
- i. **Joint Planning Time:** Client shall plan regular joint planning time for teachers to coordinate regular joint planning times (at least once per month and preferably every two weeks) for teachers participating in the Tools Professional Development program. These planning times are ideally supported by a Client's designated internal Coach, who is charged with supporting high fidelity implementation of the Tools program.
- j. **Block Scheduling:** Cause administrators to ensure that classroom schedules include an uninterrupted block of time (of at least 60 minutes in PreK and 90 minutes in kindergarten) at some point during the day, preferably in the morning. Classroom teachers shall use this block of time to develop children's mature play skills in PreK and dramatization and literacy skills in kindergarten (as taught by Tools in Tools workshops and Professional Development materials, which are a critical component of the Tools approach to support the development of self-regulation as a foundation for learning).
- k. **Parental Consent:** The Client hereby provides consent on behalf of each child whom the Client will provide access to any of the Tools' Digital Products and shall obtain any necessary parental consent, if the Client uses Tools' Digital Products in accordance with the Services Agreement or otherwise in connection with Tools' provision of the Services. Tools provides the Client access to Tools' Digital Products on the basis of Client's consent on behalf of each such child and the Client's representations that they have obtained the necessary parental consent for each such child whom the Client will provide access to any of the Tools' Digital Products. (See [Tools' Digital](#)

[Products Privacy Policy](#) for more details). Client shall inform Tools of any requests to withdraw parental consent received from any parent or legal guardian of a child to whom Client has provided access to any of the Tools' Digital Products.

3. **Accuracy of Information.** Tools will rely on the accuracy of the information provided by Client. Any changes in the description of Services will require an adjustment in payment due.
4. **Payment Schedule.** Client shall pay Tools pursuant to the applicable Services Agreement, purchase order, or other agreement of Client and Tools. Additionally, timely payments must be made to ensure proper delivery of and participation in Professional Development workshops and technical assistance. Failure to pay timely may result in Tools failing to deliver training, declining entrance to teachers not properly registered or failing to deliver Technical Assistance.
5. **Refunds.** A full refund in the amount paid by Client may be granted if Client requests to cancel its registration in writing no fewer than 45 days prior to the first event in a series of events or the start of a Professional Development Services event (the “**Event**”) for which it is registered. If Client requests to cancel its registration between 15 and 44 days prior to a registered Event, then Client may be refunded 50% of the total amount paid. No refunds will be paid for cancellations made 14 or fewer days before a registered Event. No refunds will be paid for not attending a registered Event. No refunds will be paid after the initial workshop in a series. If specific participants are registered for an Event, Client may replace a registered participant in the Event with another participant for no additional fee if and only if Client makes a request to Tools in writing and Tools approves said request. No refund will be paid if the Event is cancelled at no fault of Tools and the parties are unable to timely reschedule the workshop. Except as specifically provided for in this Section, no other refunds will be provided for any reason.
6. **Ownership of Tools Property.** Tools has developed and may develop program-related plans, products, instructional materials, kits, manuals, classroom sets, individual sets, procedures, policies, methods of operation, educational strategies, management systems, technical data, services, Services, and other materials and processes relating to the Tools of the Mind® model and its implementation, including, but not limited to, all information which in any way relates to the functions, descriptions, or operation of Tools products or technology, including, without limitation, data, designs, processes, specifications, drawings, schematics, software in both source and object code, and trade secrets, together with non-public information such as that relating to suppliers, manufacturing techniques, service information, know-how, product program schedules, project plans, financial projections, business correspondence, third-party contacts, and other similar non-public information transmitted by any means, which are proprietary to Tools and which may be used by Tools in connection with the performance of any services under the Agreement (collectively “**Tools Property**”). In addition, Tools Property shall include any and all improvements, modifications, materials, and processes derived, in whole or in part, on, from, or with reference to or use of Tools Property, whether previously developed or developed under the Agreement, including all copyrightable materials, trademarks, trade secrets, patentable subject matter, and know-how. All Tools Property shall be and remain the property of Tools. To the extent any right, title or interest in or to such Tools Property, or any part thereof, may not, upon creation or otherwise, by operation of law vest in Tools, then the Client hereby irrevocably assigns to Tools all Tools Property and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer or director of the Client as the Client's duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority.
7. **Use of Tools Property.** Client acknowledges that Tools retains all rights in its proprietary curriculum and training materials and agrees that no unauthorized use shall be allowed without prior approval of Tools. Client shall use each subscription for one teacher and one classroom only. Additional compensation may be required for any unauthorized use. Use of Tools Property by individuals, classrooms or locations (and, with respect to classrooms and locations, their respective personnel) not provided for under the Agreement or a separate agreement entered into between Tools and Client is prohibited.

Upon successful completion of the Professional Development program, Client's personnel who have satisfactorily completed such Professional Development program shall be permitted to continue to use Tools Property (including the kits) in classrooms taught by, and only by, classroom staff having completed the full Core Professional Development Workshop Series with Tools.

8. **Confidentiality/Non-Exclusivity.** Tools and Client will be privy to each other's confidential and proprietary information. Neither will, without the prior written consent of the other, use the other's confidential and proprietary information for any purpose other than in carrying out their obligations set forth in the Agreement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies and the identity of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process. Each party agrees to immediately return to the other party or destroy all Confidential Information of the other party in its possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of the Agreement or at any time, or from time to time, upon the request of the other party. Client acknowledges that Tools performs services for other clients. Nothing in the Agreement precludes Tools from performing services for competitors of Client as long as Client's confidential information is not disclosed.
9. **Term.** These Terms and Conditions shall remain in effect from the effective date of the Services Agreement or purchase order (if any) or the date Tools commences the provision of Services to Client (whichever is earlier) and until expiration or termination of the Services Agreement or purchase order (if any) or the date Tools ceases the provision of Services to Client in accordance with the terms of any Services Agreement, purchase order, or other agreement of Tools and Client (whichever is later) (collectively with any extension of the term or renewal of the Agreement agreed upon by Tools and Client in accordance with the terms of the Agreement, the "**Term**"). Notwithstanding the conclusion of the period of service set forth in an applicable Services Agreement or purchase order, upon Client's request or on its own initiative, Tools may elect, in its sole discretion, to extend Client's access to certain of Tools' Digital Products (such as eTools, iScaffold, DWA, Learn@Home) on the Tools online portal, for an additional three (3) months (or such other period of time as Tools may otherwise determine in its sole discretion) for use by Client's teachers and administrators to support teacher learning and administrator setup for the next school year, or for any other purpose as Tools may otherwise determine in its sole discretion. If Tools so elects to extend Client's access to certain of Tools' Digital Products, then the Term of the Agreement shall be deemed to include such extension period, and Client shall continue to comply with its obligations under the Agreement, including these Terms and Conditions, during such extension period to the extent applicable to Client's use of the applicable Digital Products to which access is extended. Client acknowledges and agrees that any such extended access is provided by Tools solely on a good faith basis, and Tools may revoke and terminate any such extended access at any time and without notice.

At any time during the Term, in the event Tools reasonably determines that Client is failing to implement the Tools approach and curriculum or attend and participate fully to their best ability in Tools Professional Development program at an acceptable level of quality, or otherwise is failing to fulfill Client's obligations as set forth in the Agreement, Tools may immediately suspend or terminate the Agreement and/or the Services being provided to Client thereunder until the quality or other failure by Client has been addressed to Tools' satisfaction. In the event Tools suspends its provision of Services, Client's sole remedy will be to cure its breach of the Agreement or increase its compliance with the Tools curriculum such that Tools determines to recommence the Services. Tools shall have no liability for suspension or termination of the Agreement.

10. **Termination.** The Agreement may be terminated at any time by mutual written agreement of the

Parties. In the event of such mutual termination, Tools shall be entitled to receive just and equitable compensation for its services performed, and expenses incurred in performing its obligations under the Agreement up until the date of termination.

Either party may terminate the Agreement if the non-terminating party is notified of material breach, and such breach is not corrected within thirty (30) days of receipt of notice. Should such uncured breach by Client result in termination of the Agreement, Tools shall retain all payments made by Client as of the termination date, and be entitled to receive any additional just and equitable compensation for expenses incurred or services provided up until the date of termination. In addition, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement. If termination occurs after receiving materials but prior to the commencement of Year 1 Core Workshops, Client shall be responsible to have their refund amount reduced by \$175.00 per manual set received by Client.

For Regional Training Conference (RTC) engagements only, Client understands and agrees that the obligations of Tools under the Agreement, and the pricing to engage Tools to provide the Professional Development Services pursuant to the Agreement, is contingent on sufficient registrations in the RTC, including those classrooms for which Client will seek Tools' services hereunder; should enrollment for the RTC not reach that number, or the RTC otherwise prove unsatisfactory to Tools in its sole judgment, Tools reserves the right to cancel the engagement and shall return any payments made by Client for amounts above and beyond Tools' expenses incurred related to the Agreement as of cancellation date.

11. **Independent Contractors.** The parties agree that Tools shall act as an independent contractor during the term of the Agreement. Under no circumstances shall either party be deemed the agent, joint venture, partner or employee of the other for any purpose. In addition, under no circumstances shall any employee of Tools be deemed the agent, joint venture, partner, or employee of Client for any purpose. The fee for the Services provided by Tools excludes any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to Client's purchase of the Services. Client shall be responsible for all such taxes and shall pay to Tools any such taxes that Tools is obligated by law to collect from Client for the Services accepted and purchased by Client. Client shall reimburse Tools for any interest or penalties actually paid by Tools as a result of Client's exercise of its right to contest the imposition of any taxes.
12. **Indemnification.** Tools agrees to defend and indemnify and hold harmless Client, its affiliates, officers, agents, independent contractors, and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to any claim arising out of the gross negligence or willful misconduct, of Tools, or of any of its officers, directors, employees, agents, or independent contractors, under the Service Agreement. To the extent permissible under applicable law, Client agrees to defend and indemnify and hold harmless Tools, its officers, directors, agents, independent contractors, and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to any claim arising out of the gross negligence or willful misconduct, of Client, or of any of its officers, directors, employees, agents, or independent contractors under the Service Agreement; provided, however, that nothing in this paragraph 12 shall be deemed a waiver by Client of any limits on liability or protections provided by law, including governmental immunity statutes.
13. **Insurance.** The parties are independent entities who are separately insured for liability and other claims and each party will provide a current certificate of insurance, if requested, at any time during the term of the Agreement.
14. **No Warranties.** The Professional Development Services are provided on an "as is" and "as available" basis. Client obtains the Services at Client's own risk. To the maximum extent permitted by applicable law, the Professional Development Services (including all Tools property furnished hereunder) are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by Client from Tools or through the Professional

Development Services (including in Tools' property) will create any warranty not expressly stated herein. Without limiting the foregoing, Tools and Tools' subsidiaries, affiliates, agents, directors, and employees, do not warrant that the Professional Development Services or their content (including any Tools property) will be accurate, reliable, correct; that the Professional Development Services (including any Tools property furnished to Client) will meet Client's requirements; that the Professional Development Services (including any Tools property) will be available at any particular time or location; that the Client's capabilities will match that which is required by Tools property (including but not limited to the latest iOS software and well-functioning Wi-Fi); that any defects or errors in the Professional Development Services or their content (including any Tools property) will be corrected; or that the Professional Development Services and Tools property, to the extent provided as software, are free of viruses or other harmful components.

15. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Tools, its suppliers, or its licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of the Professional Development Services.

To the maximum extent permitted by applicable law, Tools, its suppliers, and its licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies in the Professional Development Services or any Tools property; (ii) personal injury or property damage, of any nature whatsoever, resulting from Client's access to or use of the Professional Development Services; (iii) any unauthorized access to or use of Tools' servers and/or any and all personal information stored therein; (iv) any interruption or cessation of the Professional Development Services; (v) to the extent applicable, any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Professional Development Services or Tools property by any third party; (vi) any errors or omissions in the Professional Development Services or Tools property; and/or (vii) the defamatory, offensive, or illegal conduct of any third party. In no event shall Tools, its agents, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable to Client for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the lesser of (a) the amount of fees actually paid to Tools by Client within the twelve (12) month period immediately preceding the event giving rise to the claim for liability, or (b) \$25,000.

The limitation of liability set forth herein applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Tools has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

16. **Force Majeure.** Neither party shall be liable to the other for any delay or failure of performance that is caused by "force majeure," including acts of God, acts of governmental entities, epidemics, pandemic, utilities outages, or unusually severe weather. In the case of a force majeure event, neither party has a right to cancel this Agreement. Instead, the parties will reschedule the services at a mutually convenient time. Similarly, if school is cancelled in the region after a Tools representative has already arrived in the district, Tools cannot guarantee a future trip at no additional cost to the school. We reserve the right in our discretion to provide the services remotely as determined by us based on prevailing circumstances.
17. **Services.** Tools will provide the Services remotely/virtually except for certain specified Services that will be delivered in person as mutually agreed between the parties.
18. **Entire Understanding.** These Terms and Conditions and any related Services Agreement and/or signed purchase order, and all other applicable documents and attachments referenced in these Terms and Conditions and the Services Agreement constitute the entire agreement of the parties, and any modifications must be in writing and signed by both parties.
19. **Conflicts with Other Agreements.** These Terms and Conditions are incorporated by reference

into all Agreements between Tools and Client. To the extent there is a conflict or an ambiguity between these Terms and Conditions and any such Agreement, the terms of the Agreement shall apply except as to Sections 6, 7, 12, 14, 15, 19, 27, and 28 which shall in all cases supersede any conflicting terms in the Agreement.

20. **Dispute Resolution.** In the event of a dispute, the parties agree to use mediation to attempt to resolve it.
21. **Legal Authority.** The person signing the Services Agreement, causing Client to generate a purchase order, or otherwise engaging Tools to provide Services hereunder warrants and guarantees that he/she has been fully authorized by such party to legally bind the Client to all terms, performances and provisions set forth herein. The Agreement shall be considered fully executed upon the occurrence of one or both of the following: 1) Client's signature on the Services Agreement, 2) the transmission of a standard purchase order from Client to Tools for the Services, or 3) Client's acceptance of the Services provided by Tools.
22. **Advertising.** Notwithstanding the Twitter teacher(s) of the month or any advertisement in place prior to the execution of the Agreement, neither party shall use the name or logo of the other party in any advertising, marketing, or promotional materials regarding the subject of these Terms and Conditions or the Agreement without the express written consent of the other party.
23. **Governing Law.** Unless otherwise set forth in the Agreement, the laws of the State of Massachusetts and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of the Agreement without regard to principles of conflicts of law.
24. **Assignment.** The rights and obligations of Client under the Agreement may not be assigned except with the prior written consent of Tools.
25. **Survival.** The obligations which by their terms, survive termination of this Agreement, shall survive termination of this Agreement, shall survive any expiration or termination of the Agreement.
26. **Waiver.** No waiver of any term or condition of the Agreement shall be deemed to be a subsequent waiver of any other term or condition. No delay or failure of a party to exercise a right under the Agreement shall constitute a waiver or abandonment of that right. To be effective and binding on a party, a waiver must be in writing and signed by that party.
27. **Privacy Policy.** The [Tools Digital Products Privacy Policy](#) is incorporated in its entirety into the Agreement. By entering into the Agreement, Client acknowledges that Client has read, understood, and accepted the [Tools Digital Products Privacy Policy](#).
28. **Prohibited Uses.** Client shall not (i) share credentials from one subscription across separate classrooms; (ii) register multiple teachers across separate classrooms under one classroom subscription; (iii) interfere or attempt to interfere with, or damage or attempt to damage, the Services or the proper working of the Services; (iv) misrepresent any identity, provide false information, impersonate another person or entity, misrepresent any affiliation with a person or entity, including, without limitation, Tools or another school district, create or use a false identity, or attempt to use another user's account; (v) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate any of the Services, or otherwise alter, defraud, or create false results from any of the Services; (vi) create any product or service that competes directly or indirectly with any of the Services; or (vii) assist any third party in engaging in any activity prohibited by these Terms and Conditions, the Services Agreement (as applicable), the Data Share Agreement (as applicable), or any other applicable documents or attachments referenced in these Terms and Conditions or the Services Agreement (as applicable).

Schedule 2(d)

Supplemental Data Share Agreement Template

Optional for school districts and early childhood programs (Clients) who choose to partner with Tools for additional data sharing, this template can be customized to meet the Client's needs in collaboration with the Tools Data & Evaluation Team.

Tools of the Mind ("Tools") invites _____ [school district] _____ to share additional data as part of your partnership with Tools. This data will be used to improve child outcomes in your program, enable Tools to customize professional development for your teachers, and enable Tools to engage in a continuous cycle of improvement.

The following Supplemental Data Sharing Agreement builds upon our [Tools Digital Products Privacy Policy](#). In addition to the data described in the Privacy Policy, your school district can elect to share additional data with Tools, as described below. This Agreement outlines what additional data your school district can elect to share, and how the data shared will be used:

- To further the development and support of your program, teachers and students;
- To increase understanding of how children learn and how Tools, in partnership with school districts, can meet the needs of diverse learners and improve instruction;
- To improve and develop Tools' existing and new products and services, including PowerTools and the DWA, and its professional development resources for teachers and school administrators;
- To communicate in ways consistent with the charitable and programmatic objectives of Tools of the Mind to broaden understanding and awareness of the Tools of the Mind program and its impact using de-identified, aggregate district- or program-level outcome data.

Data Sharing Option	Supplemental Data to be Shared with Tools
<input type="checkbox"/> Identifiable child-level data	<ul style="list-style-type: none"> • Tools is provided demographic data on each child. Demographic data includes: Child's student ID, full name, date of birth, gender, race/ethnicity, individualized education program (IEP) status and dual language learner (DLL) status, home language, FRPL (free and reduced lunch program), and/or classroom ID. • District or program assessment data including individual children's raw and summary scores from all assessment periods (e.g. BOY, EOY). • Tools is given permission to access identifiable child-level data on the DWA and/or PowerTools, as applicable.

Date: _____

School District Name: _____

Signature: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____