



August 4, 2020

**Perpetual Support Renewal # 00064214.0**

<b>Proposal for Purchase by:</b> Boone Co School District 8330 US Highway 42 Florence, KY 41042-9286			
<b>Services to be Provided</b>			
<b>Site(s) to be Supported</b>	<b>Qty</b>	<b>Type of Service</b>	<b>Services Period</b>
45448/Burlington Elementary School 5946 N. Orient St. Burlington, KY 41005-9739 Cost: \$4,980	1	Fast ForWord MSL Support Package - MySciLEARN™ - Per Site – Renewal	12 months from invoice date
	1	Reading Assistant Plus MSL Support Package - MySciLEARN™ - Per Site – Renewal	12 months from invoice date
<b>MSL Support Package Includes:</b> <ul style="list-style-type: none"><li>• On Demand Initial Product Training and Professional Development Resource Center</li><li>• MySciLEARN™ platform Updates and Enhancements</li><li>• Progress Reports for student, group, school and district</li><li>• Reading Progress Indicator</li><li>• Instructional and Technical Support - phone, email, chat</li><li>• Hosting service for MySciLEARN™</li><li>• Home Access</li></ul>			
After the Services Period listed above, access to support and services must be renewed annually. All services availability, including any unused service days, expires at the end of that Services Period. Unused services cannot be carried forward to future periods.			
Sales tax will be added to the fee and invoiced unless Customer provides sales tax exemption certificate issued by Customer's state.		<b>Fee: \$ 4,980.00</b>	

This Support Renewal Proposal, and purchases under this Proposal, will be governed by the SLC terms and conditions contained at [www.scilearn.com/terms](http://www.scilearn.com/terms), which are hereby incorporated into this Proposal by this reference. This Proposal, including the referenced terms and conditions, constitutes the entire agreement between SLC and Customer relating to the subjects hereof and supersedes any prior agreements or understandings with respect thereto. No terms of any purchase order, invoice or other document submitted by either party shall modify or supersede this Proposal unless signed by both parties.

Perpetual Support Renewal  
Proposed by: Suzanne McPartland  
Phone No. : (888) 358-0212

To return this signed Final Agreement and your Purchase  
Order, please fax to: (520) 842-2129  
or return via email:  
salesorders@scilearn.com  
To send payment, please mail to:  
PO Box 847668, Dallas, TX 75284-7668



August 4, 2020

**Perpetual Support Renewal # 00064214.0**

By returning this agreement, Customer accepts this Proposal, agrees to all of its terms and conditions, represents that they have read and understood this Proposal, and that no additional approvals are required for this Proposal to be accepted.

**Please fax or email all pages of this Proposal back to us as indicated below with your purchase order for the full amount of the renewal. If you do not issue purchase orders you may send full payment, instead, to the address below. Upon receipt of your Renewal Proposal and purchase order, SLC will invoice the full fee. Full payment is due within 30 days of the invoice date.**

**If paying by credit card, complete and sign below. Return all pages of Proposal.**

**By signing below, the Customer accepts this proposal and authorizes payment of the Fee stated on this proposal (plus any applicable sales tax) by credit card as described below.**

Card Number :	Exp. Date :
Cardholder's Name	Cardholder's Signature

Please contact Suzanne McPartland at (888) 358-0212 with any questions regarding this renewal or to customize Professional Development to meet your schools' needs.

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Proposed by: Suzanne McPartland  
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## **OUR ADDRESS**

Scientific Learning Corporation  
1956 Webster Street, Suite 200  
Oakland, CA 94612  
SLC <http://www.scientificlearning.com>

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Scientific Learning Legal Department  
1956 Webster Street, Suite 200  
Oakland, CA 94612  
phone: (510) 444-3500  
fax: (510) 874-1864  
e-mail: [legal@scilearn.com](mailto:legal@scilearn.com)



# Student Data Privacy Policy (MySciLEARN)

This privacy policy (this "Privacy Policy") tells you about the information that Scientific Learning Corporation (the "Company," "we" or "our") collects in connection with the operation of its learning platform website [myscilearn.com](https://myscilearn.com) (the "Site"), how the information is used and how you can access and correct certain information that we may collect. For the purposes of this Privacy Policy, "you" and "user" means an employee of a Local Education Agency (which we refer to as a "school" in this Privacy Policy), a service provider, a child who uses a Site, or the parent or guardian of a child who uses a Site, in each case who is accessing the Site through a particular username and password. Accounts for children may be created by their teachers or another entity or affiliate of the school or by a service provider working with a child (an "Authorized Person").

Please note that this Privacy Policy applies only to information collected from you (or, if you were enrolled by a third party, such as a school district, teacher or service provider (each, an "Authorized Person") from such Authorized Person) by the Company via the Site and does not apply to information obtained or disclosed through offline correspondence or personal contacts with the Company's representatives.

This Privacy Policy is effective as of August 9, 2016.

## YOUR ACCEPTANCE OF THIS PRIVACY POLICY AND REVISIONS TO THIS PRIVACY POLICY

By using a Site, you agree to this Privacy Policy. If you do not agree to this Privacy Policy, you may not use the Site. The Company reserves the right, in our discretion, to change, modify, add or remove portions of this Privacy Policy from time to time, upon providing you with prior notice. We agree that changes cannot be retroactive. Changes to the Privacy Policy will be made effective upon providing you with thirty (30) days' notice. Notice will be provided by sending you an email at the address we have on file for you with your account.

## INFORMATION COLLECTED AND HOW WE USE IT

You always remain in control of the information you provide to the Company. We may collect the types of personally identifiable information about a child that are described in Annex 1 at the end of this Privacy Policy, which an Authorized Person voluntarily submits to us. We collect names and email addresses for people other than children if provided by school personnel or service providers. If you are a school or service provider you may delete any information you submit to us at any time, however deletion of this information will restrict your ability to effectively use the Site.

Parents. If you are the parent of a child who was enrolled by an Authorized Person you may contact the Authorized Person to have your child's information removed.

Children. You must contact the Authorized Person who created your account with regard to any questions or concerns with respect to your information.

We may collect, maintain and use contact information you (or an Authorized Person) have voluntarily submitted so that we can contact you to respond to your comments or requests for information.

## DATA SHARING AND TRANSFER

child's information in accordance with the procedures described in the "Access to Your Information" section above.

#### HIPAA

We do not collect or store "Protected Health Information" within the meaning of the Health Insurance Portability and Accountability Act (HIPAA).

#### CHOICE AND OPT-OUT PREFERENCES

The Company does not collect your personally identifiable information unless you choose to provide it. If, at any time, you prefer not to receive further e-mail communications from the Company, you will have the ability to unsubscribe from such communications by means of a link or to write to us to opt out. If, at any time, you prefer not to receive any other form of communication from the Company, you will have the ability to unsubscribe from such communications by contacting us at the address below.

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Scientific Learning Corporation  
1956 Webster Street, Suite 200  
Oakland, CA 94612  
[privacy@scilearn.com](mailto:privacy@scilearn.com)  
510-444-3500



### Types of Student Information and Data We May Collect in MySciLEARN™

The information listed in the first section below is required to register a student on MySciLEARN. The first name, last name, date of birth, school, username and password establishes an account for an individual student on MySciLEARN and the associated login credentials. The information on grade, ELL and/or Special Education designations are needed to determine the appropriate placement and assessment test form.

- First Name, Last Name
- Date of Birth
- Student Username
- Student Password
- Grade
- Gender
- English Language Learner (yes or no)
- Special Education (yes or no)
- School

The following optional information can be entered for a student while registering but is not required:

- Middle initial
- Student ID
- Parent email
- Race/Ethnicity
- Title 1
- Migrant Student
- Dyslexia
- Down Syndrome
- Phonological Disorder
- Autism
- Asperger's Syndrome
- Expressive Communicative Disorder
- Developmental Delay
- Special Learning Disability
- Attention Deficit Disorder
- Rett's Disorder
- Childhood Disintegrative Disorder
- Receptive Communication Disorder

Student progress information and data is collected primarily for use by school educators and administrators to help students with their learning and reading skills.

- Reading Progress Indicator ("RPI") assessment information (if RPI is used by the customer):
  - Grade Equivalent Scores
  - National Percentile Scores
  - Reading Proficiency Levels – Struggling, Emerging, Proficient, Advanced
  - Gain scores are reported in grade equivalent scores and percentile scores

- Fast ForWord® program
  - Individual exercise progress & results
    - Attendance (date and time that the student worked on the exercises)
    - Participation (amount of time per day working on the exercises)
    - Percentage of exercise content mastered (daily, weekly, monthly)
    - Exercise completion details level by level
    - Number of exercise trials
    - Student errors
- Reading Assistant™ program
  - Participation
    - minutes on RA per week
    - number of reading selections completed per week
    - time usage per session activity
  - Think About It questions score
  - Comprehension quiz score
  - Fluency score - words correct per minute
  - Performance Level – a measure that evaluates both fluency and comprehension performance on a reading selection
  - Reading Level High Score – highest reading level mastered by the student
  - Student Audio recordings
  - Student Errors – words to practice