Iowa Area Education Agencies

ProQuest LLC

TINYWOW

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:

Iowa Area Education Agencies, located at   1400 N 2nd Street NW, Elkader, IA 52043   (the "**Local Education**

School District/LEA   *Street, City, State*

Agency" or "**LEA**") and

ProQuest LLC   , located at   789 E. Eisenhower Parkway, Ann Aerbor, MI 48108   (the "**Provider**").

———————*Provider*———————   *Street, City, State*

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 Require***

   ☐ 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 (3) years. **Exhibit "E"** will expire three (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: Tracie Marshall   Title: Iowa AEA Media Project and Purchasing Coordinator

Address: 1400 N 2nd Street NW, Elkader, IA 52043

Phone: 319-399-6442   Email: tmarshall@iowaaea.org

The designated representative for the Provider for this DPA is:

Name: Anne Marie Schaub   Title: Senior Director, Associate General Counsel

Address: 789 E Eisenhower Parkway, Ann Arbor, MI 48108

Phone: 734 646 9059   Email: annemarie.schaub@clarivate.com

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

Name of LEA:

By: _Tracie Marshall_   Date: 11/7/2023

Printed Name: Tracie Marshall   Title/Position: Iowa AEA Media Project and Purchasing Coordinator

Name of Provider: ProQuest LLC

By: _Dawn Branham_   Date: 30 October 2023
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Printed Name: Dawn Branham   Title/Position: Director, Order Management

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 the 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 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. <u>Waiver</u>. 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

Please see attached Exhibits A1-A7

EXHIBIT "B"

SCHEDULE OF DATA

Please see attached
Exhibits B1-B7

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☐
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

Category of Data	Elements	Check if Used by Your System
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	☐
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

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 re-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

directs 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:

_____ 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:

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By the following date:

4. Signature

_____   _____

Authorized Representative of LEA   Date

5. Verification of Disposition of Data

_____   _____

Authorized Representative of Provider   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 [**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 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 statues; (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: annemarie.schaub@clarivate.com

Name of Provider: ProQuest LLC

BY: *Dawn Branham*
E5297C41908F4E2...

Date: 30 October 2023

Printed Name: Dawn Branham

Title/Position: Director, Order Management

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 [**Insert Name of Originating LEA**] and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5.** **

Name of LEA:

BY: Iowa Area Education Agencies

Date: 11/7/2023

Printed Name: Tracie Marshall

Title/Position: Iowa AEA Media Project and Purchasing Coordinator

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tracie Marshall

Title: Iowa AEA Media Project and Purchasing Coordinator

Address: 1400 N. 2nd Street NW, Elkader, IA 52403

Telephone Number: 319-399-6442   Email: tmarshall@iowaea.org

<u>**EXHIBIT "F"**</u>

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)**
	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
X	International Standards Organization (ISO)	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)	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)

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 Iowa

Version _____

[The State Supplement is an **optional** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. 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 Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H"

Additional Terms or Modifications

Version __None_____

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."

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<u>EXHIBIT "A1"</u>

DESCRIPTION OF SERVICES

Platform: **ProQuest Academic Platform**

Intended for use by K-12 Educators and upper level students age 13 and above.

Anonymous browsing of materials is facilitated on the on-line platform. Authenticated Teachers and Students (age 13 and older) may consent to the use of their email address during optional user account (**MyResearch**) set up enabling personalize features such as saved searches and alerts.

The responsively designed user interface offers access on any device at any time via your devices web-browser.

Some **User Survey Responses** may be captured through ProQuest Platform (Qualtrics Integration). Short user surveys are occasionally presented to users that request feedback on the features, functionality, or content in the service being used. No personal data is required and the user may choose not to respond.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through the ProQuest® online research platform.

Research Databases on the ProQuest® Platform

ABI Inform Global: Quickly connects business researchers with more of the scholarly information that they need. ABI/INFORM Global contains the full text of thousands of journals, including essential scholarly journals, magazines and trade journals. Researchers increasingly need more than just scholarly journals to stay current and conduct their research thoroughly and effectively. This is why we have made it easy for them to also access thousands of dissertations, working papers, news sources, and much more.

American Periodicals is a foundational, richly cross-disciplinary resource for research into myriad aspects of American history, bringing unprecedented scope and scale to this type of content. It comprises 10M digitized page images from 1,800 historical serials spanning almost 250 years of American history, from the colonial period to the late-20th century. The broad cross-section of periodical types from the period includes popular titles, early professional journals, celebrations of Americana, and incisive social and political magazines. American Periodicals consists of two separately purchasable collections: American Periodicals Series Online and American Periodicals from the Center for Research Libraries

Colonial State Papers: Through collaboration with The National Archives of the United Kingdom, The Colonial State Papers offers access to over 7,000 hand-written documents and more than 40,000 bibliographic records with this incredible resource on Colonial History. In addition to Britain's colonial relations with the Americas and other European rivals for power, The Colonial State Papers also include coverage of the Caribbean and Atlantic world. This is an invaluable resource for scholars of Early American history, British colonial history, history of the Caribbean, maritime history, Atlantic trade, plantations and slavery.

The Health & Medical Collection is uniquely suited for libraries with users who require content for learning and researching biomedical science and related subject areas. Our content helps health science librarians meet the research needs of many audiences, whether they're supporting a clinical research study or providing faculty with instructional multimedia content to help students connect theory to practice.

Literature Online (LION): Literature Online offers an authoritative database of primary and critical texts matched with a specialist interface designed for literary research. Centuries of accurately reproduced primary texts and a wealth of relevant and important criticism and reference resources, such as scholarly journals and specially commissioned biographies helps serve the studying, teaching and researching of literature.

ProQuest Central Student: Designed to bring instant results to users across thousands of journals, magazines, newspapers, videos, and reports, ProQuest Central Student is a truly multidisciplinary resource. It can support every class in your program with coverage of 160 subjects including current events, literature and humanities, sciences, health, social sciences, and business. Designed to meet high school and college-prep programs.

ProQuest Historical Newspapers: Historical newspaper content from more than 50 premier stand-alone historical titles dating back to the 1700s and more than 55 million digitized pages. ProQuest historical Newspapers is the definitive newspaper archive that includes full-page and/or article images in easily downloadable PDFs. Titles include HNP Hartford Courant, HNP Atlanta Constitution, HNP Atlanta Constitution, HNP Atlanta Daily World, HNP Baltimore Afro-American, HNP Baltimore Sun, HNP Boston Globe, HNP Call Post, HNP Chicago Defender, HNP Chicago Tribune Original Years, HNP Chinese Newspaper Collections, HNP Christian Science Monitor, HNP Guardian and Observer, HNP Irish Times, HNP LA Sentinel, HNP LA Times, HNP New York Times, HNP New York Tribune 1842-1922, HNP Norfolks Journal and Guide, HNP NY Amsterdam News, HNP Philadelphia Tribune, HNP Pittsburgh Courier, HNP Scotsman, HNP SF Chronical, HNP Times of India, HNP Wall Street Journal, HNP Washington Post.

STEM Database delivers a wide-ranging collection of more than 500 magazines and journals designed to support studies in science, tech, engineering and math subject areas. Disciplines covered include earth, life, physical, medical, mathematics and applied sciences, such as engineering.

Newspapers & U.S. Major Dailies: Recent newspaper content is among the most sought-after primary source material in research. ProQuest offers exclusive and preferred access to the five most respected

U.S, national and regional newspapers: *The New York Times, Washington Post, Los Angeles Times, Chicago Tribune, and the Wall Street Journal*.

The Vogue Archive comprises the backfile of the US edition of Vogue magazine from 1892 to the present day, reproduced in high-resolution color page images.

Women's Magazine Archive Collections: *Women's Magazine Archive* consists of two collections, each spotlighting a set of titles whose names still resonate today: Collection 1: *Better Homes & Gardens, Good Housekeeping, Ladies' Home Journal, Parents, Redbook, Chatelaine* (Canada); Collection 2: *Cosmopolitan, Essence, Seventeen, Town & Country, Woman's Day, Women's International Network News.* In all, *Women's Magazine Archive* will deliver some 850,000 pages per collection. The content supports research across disciplines, providing unique perspectives on social history, law, health, politics, the arts, and more.

EXHIBIT "B1"

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.	X
	Other application technology meta data-Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	*Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	*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)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	**Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	N/A

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Category of Data	Elements	Check if used by your system		Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A			Student bus assignment	N/A
					Student pick up and/or drop off location	N/A
Transcript	Student course grades	N/A		Transportation	Student bus card ID number	N/A
	Student course data	N/A			Other transportation data - Please specify:	N/A
	Student course grades/performance scores	N/A				N/A
	Other transcript data -Please specify:			Other	Please list each additional data element used, stored or collected by your application	X
		N/A				

Other:

- **Admin Portal**: This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- ***User Personalization (MyResearch)**. Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as saved documents, saved searches, alerts, RSS feeds) a user email address and password will be captured and verified at the time of account set up.
- ****User Survey Responses** (Qualtrics Integration) may be presented to users, and are entirely optional. No user data is required to participate in the survey. Users are asked to provide a First Name and email address if they agree to provide further feedback to ProQuest.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

<u>**EXHIBIT "A2"**</u>

DESCRIPTION OF SERVICES

ProQuest® K-12 Guided Research Student Interface

(ProQuest Platform)

The Guided Research Interface is offered for those ProQuest® database and reference services that are intended for use by students and teachers in K-12 schools.

No Student Data (as defined on Exhibit C) is collected from Customer or individual students when the products are accessed through the student interface.

The **SIRS®** and **e Library®** reference products may be accessed through the Guided Research interface described in this Exhibit or via the ProQuest Platform academic interface. For information about the ProQuest academic interface, please see the separate Exhibits outlining the features and functionality native to the ProQuest Platform.

Reference Products with Guided Research Interface Available

e Library is an online research service that helps simplify the research process and empowers novice researchers to more easily and efficiently choose their research topic and find authoritative information to support their research claim. It delivers one of the largest collections of periodical and digital media content editorially selected to support novice researchers. It includes more than 11,000 editor-created Research Topics pages deliver the essential elements on a vast array of people, places, historical events and eras, literary genres, current events, broad curricular themes and much more. Students can access primary and scholarly sources, and all content is in 100% full text. 1,700+ magazines, newspapers, transcripts and digitized reference book content, more than seven million images, maps, websites, videos and interactive simulations, all expertly curated by ProQuest editors.

SIRS Discoverer is a multidisciplinary topical research database specifically designed for upper elementary and middle school learners, researchers, and educators covering curriculum areas such as, history, health, language arts, math, science, social studies, and technology. All newspaper, magazine, and reference book content is 100% full text, editorially-selected and indexed from over 2,200 reliable, high-quality global sources. The collection includes vetted educational Websites and reference materials such as the Compton's by Britannica encyclopedia and DK Eyewitness books. Trusted periodical titles include Ranger Rick, Highlights for Children, Monkeyshines, New Moon, PopSci for Kids and many others.

SIRS Issues Researcher - When it comes to helping novice researchers understand the major issues of the day, SIRS® Issues Researcher stands apart by offering balanced content selections from more than 2,000 international sources. Analysis and opinions cover the pros, cons, and everything in between of 360+ social, scientific, health, historic, economic, and political issues. Editorially curated and created content including engaging Essential Questions, and viewpoint articles help build a solid foundation for

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understanding complex global issues. Documents and graphics in SIRS Issues Researcher are carefully selected according to strict SIRS criteria for content reliability, relevance, and age-appropriateness. Titles include American History, The Christian Science Monitor, Economist, Foreign Affairs, Financial Times, Global Viewpoint, Maclean's, National Geographic, and Newsweek.

Legacy products: SIRS Government Reporter, SIRS Renaissance and SKS Package can now be found in SIRS Issues Researcher.

v. 20Nov2020/jd

EXHIBIT "B2"

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.	X
	Other application technology meta data-Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	Student app passwords	N/A
Student Name	First and/or Last	N/A
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content; writing, pictures etc.	N/A

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Category of Data	Elements	Check if used by your system		Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A			Student bus assignment	N/A
					Student pick up and/or drop off location	N/A
Transcript	Student course grades	N/A		Transportation	Student bus card ID number	N/A
	Student course data	N/A			Other transportation data - Please specify:	N/A
	Student course grades/performance scores	N/A				N/A
	Other transcript data -Please specify:	N/A		Other	Please list each additional data element used, stored or collected by your application	X

Other: Information Gathered for the Guided Research interface

- **Admin Portal**: This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- **User Personalization**. These features are not available when users access the reference or research service via the Guided Research Student Interface. Personalization features remain available when products are offered through the ProQuest Platform. See separate Exhibits for ProQuest Platform.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

Guided Research
v. 20Nov2020

EXHIBIT "A3"

DESCRIPTION OF SERVICES

Intended for use by students and teachers in K-12 schools. No Student Data (as defined on Exhibit C) is collected from Customer or individual students when the products are accessed through the student interface.

CultureGrams Online ("CultureGrams") is a leading online reference database for concise and reliable cultural information on the countries of the world. With world events increasingly affecting our lives, it's more important than ever to educate students about the world around them.

CultureGrams provides country reports that go beyond mere facts and figures to deliver a one-of-a-kind perspective on daily life and culture, including the background, customs, and lifestyles of the world's people. Individual reports covering 200+ countries, all 50 United States, and the Canadian provinces, are written and reviewed by in-country experts and are updated as new information becomes available, so you can be sure you're offering only the very best, most current information to staff and students.

v. 20Nov2020/jd

EXHIBIT "B3"

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.	X
	Other application technology meta data-Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	Student app passwords	N/A
Student Name	First and/or Last	N/A
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content; writing, pictures etc.	N/A

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Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A	Transportation	Student bus assignment	N/A
				Student pick up and/or drop off location	N/A
Transcript	Student course grades	N/A		Student bus card ID number	N/A
	Student course data	N/A		Other transportation data - Please specify:	N/A
	Student course grades/performance scores	N/A			N/A
	Other transcript data -Please specify:	N/A	Other	Please list each additional data element used, stored or collected by your application	X

Other:

- **Admin Portal**: This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- **User Personalization**. No personalization features are available for CultureGrams.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

CultureGrams
v. 20Nov2020/jd

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EXHIBIT "A4"

DESCRIPTION OF SERVICES

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Platform/Services: Alexander Street and Alexander Street Video

Intended for use by Colleges, Universities, as well as K-12 Educators and upper level students age 13 and above.

Anonymous searching and browsing of content is facilitated on the on-line platform. No **Student Data** or **Pupil Data** is required to use the services in this mode.

Authenticated Teachers and Students (age 13 and older) may consent to the use of a display name, email address and their chosen password during optional user account set up enabling personalized features on this service. The personalization features include the ability to create and save playlists, video clips and bookmarks related to content within the applicable service.

There is an optional LTI app that uses LTI 1.0 to allow embedding of links to content in the Customer's Learning Management System (LMS) so that students can access the content using their credentials on the learning management system. ProQuest does not use, collect or store any individual identifying data in this process as the authentication is handled through the LMS.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through any of the Alexander Street™ services.

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Example Alexander Street Offerings

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*ProQuest's **Alexander Street** products are curated, discipline-focused, primary-source collections, websites and streaming media for learning and research. The following are examples of available databases and is not an exhaustive list. The above data uses and functionality remain the same across the services unless otherwise noted.*

Academic Video Online (AVON) is the most comprehensive video subscription available to libraries. It delivers more than 68,000 titles spanning the widest range of subject areas including anthropology, business, counseling, film, health, history, music, and more. More than 14,000 titles are exclusive to Alexander Street.

American History in Video includes 2,000 total hours of streaming video content, including newsreels and documentaries from United Newsreel and Universal Newsreel, PBS, California Newsreel, Bullfrog Films, Documentary Educational Resources, Pennebaker Hegedus Films, The History Channel®, and others.

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*Harper's Weekly Series represents the full-text of America's leading 19th century illustrated newspaper: 1857-1912.

Music Online Listening is a comprehensive and highest quality streaming audio collection to support the teaching and research of music. It currently provides academic libraries with streaming access to over 10 million tracks of audio recordings, and is growing monthly as new recordings are added.

Theatre Performance and Design Collection is a comprehensive, international collection that covers all aspects of theater from production and design to performance. It brings together Alexander Street's premiere collections of video performances, audio dramas, and designs that combine to bring the brilliance of stage into the classrooms.

Theatre and Drama Premium bridges the gap between Literature and Theatre departments, serving students and faculty in many disciplines, such as theatre, literature, performance studies, theatrical design, dramatic writing, and more. The collection includes the entire contents of our leading drama text collections, audio collections and video collections.

*Asterisked services do not provide any of the personalization features or functionality. No Student Data or Pupil Records are captured.

v. 20Nov2020/jd

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ProQuest's Alexander Street™ platforms

EXHIBIT "B4"

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.	X
	Other application technology meta data-Please specify:	n/a
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	n/a
	Observation data	n/a
	Other assessment data-Please specify:	n/a
Attendance	Student school (daily) attendance data	n/a
	Student class attendance data	n/a
Communications	Online communications that are captured (emails, blog entries)	n/a
Conduct	Conduct or behavioral data	n/a
Demographics	Date of Birth	n/a
	Place of Birth	n/a
	Gender	n/a
	Ethnicity or race	n/a
	Language information (native, preferred or primary language spoken by student)	n/a
	Other demographic information-Please specify:	n/a
Enrollment	Student school enrollment	n/a
	Student grade level	n/a
	Homeroom	n/a
	Guidance counselor	n/a
	Specific curriculum programs	n/a
	Year of graduation	n/a
	Other enrollment information-Please specify:	n/a
Parent/Guardian Contact Information	Address	n/a
	Email	n/a
	Phone	n/a
Parent/Guardian ID	Parent ID number (created to link parents to students)	n/a

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	n/a
Schedule	Student scheduled courses	n/a
	Teacher names	n/a
Special Indicator	English language learner information	n/a
	Low income status	n/a
	Medical alerts	n/a
	Student disability information	n/a
	Specialized education services (IEP or 504)	n/a
	Living situations (homeless/foster care)	n/a
	Other indicator information-Please specify:	n/a

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	n/a
	Email	x
	Phone	n/a
Student Identifiers	Local (School district) ID number	n/a
	State ID number	n/a
	Vendor/App assigned student ID number	n/a
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	n/a
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	n/a
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	n/a
Student Survey Responses	Student responses to surveys or questionnaires	n/a
Student work	Student generated content; writing, pictures etc.	n/a

3

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	n/a
Transcript	Student course grades	n/a
	Student course data	n/a
	Student course grades/performance scores	n/a
	Other transcript data -Please specify:	n/a

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	n/a
	Student pick up and/or drop off location	n/a
	Student bus card ID number	n/a
	Other transportation data - Please specify:	n/a
Other	Please list each additional data element used, stored or collected by your application	X

Other: Alexander Street offerings capture the following information:

- **Administration Portal**: This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- **User Personalization**. Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as creation of playlists or video clips) a user email address, display name and password will be captured at the time of account set up.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

EXHIBIT "A5"

DESCRIPTION OF SERVICES

Platform: **History Vault Platform**

Intended for use by K-12 Educators and upper level students age 13 and above.

Anonymous browsing of materials is facilitated on the on-line platform. Authenticated Teachers and Students (age 13 and older) may consent to the use of their email address during optional user account (User Profile) set up enabling personalize features such as saved searches and documents.

The responsively designed user interface offers access on any device at any time via your devices web-browser.

Some **User Survey Responses** may be captured through ProQuest Platform (Qualtrics Integration). Short user surveys are occasionally presented to users that request feedback on the features, functionality, or content in the service being used. No personal data is required and the user may choose not to respond.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through History Vault research platform.

ProQuest History Vault Research Databases

This award-winning, continuously-growing digitized collection of manuscript and archival materials now has over 20 million pages in 51 different modules. Created in partnership with renowned archival institutions, History Vault gives students and researchers a firsthand look at pivotal moments in history through the power of primary sources. Collections include:

History Vault: American Indians and American West, 1809-1971
History Vault: American Politics and Society from Kennedy to Watergate, 1960-1975
History Vault: FBI Confidential Files and Radical Politics in the U.S., 1945-1972
History Vault: Immigration: Records of the INS, 1880-1930
History Vault: Margaret Sanger Papers
History Vault: NAACP Papers: The NAACP's Major Campaigns - Education, Voting, Housing, Employment, Armed Forces
History Vault: NAACP Papers: The NAACP's Major Campaigns - Scottsboro, Anti-Lynching, Criminal Justice, Peonage, Labor and Segregation and Discrimination Complaints and Responses
History Vault: Progressive Era: Reform, Regulation, and Rights
History Vault: Struggle for Women's Rights, Organizational Records, 1880-1990
History Vault: Students for a Democratic Society, Vietnam Veterans Against the War, and the Anti-Vietnam War Movement
History Vault: Vietnam War and American Foreign Policy, 1960-1975
History Vault: Women at Work during World War II: Rosie the Riveter and the Women's Army Corps

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This is a representative list based on subscriptions adopted in your state as of the revision date of this Schedule. Additional Collections are available and conform to the user interface and data capture parameters outlined in these Schedules A & B.

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EXHIBIT "B5"

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.	X
	Other application technology meta data-Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	*Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	Student app passwords	N/A
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)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	N/A

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Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other:

- **Admin Portal**: This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used.
- ***User Personalization (User Profile)**. Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as saved documents, saved searches, and recent searches) a user email address and password will be captured at the time of account set up.
- ****User Survey Responses** may be captured through the platform (Qualtrics Integration). Short user surveys are occasionally presented to users that request feedback on the features, functionality, or content in the service being used. No personal data is required and the user may choose not to respond.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

History Vault
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<u>**EXHIBIT "A6"**</u>

DESCRIPTION OF SERVICES

Platform: ProQuest Ebook Central

Intended for use by K-12 Educators and upper level students age 13 and above.

Anonymous browsing of Ebooks is facilitated on the on-line platform. Authenticated Teachers and Students (age 13 and older) may consent to the use of their email address during optional user account set up enabling personalized features on this service and there is an optional eBook reader app that uses the Student Data as indicated on *Schedule B*.

Except as noted in the previous paragraph, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through any of the Ebook Central systems.

Example Offerings on the ProQuest® Ebook Central Platform

These are examples, additional Ebook Databases as well as purchased titles and collections are available on this platform, all described functionality remains the same.

Academic Complete Subscription Database: Academic Complete is ProQuest's foundational, multidisciplinary aggregated Ebook subscription database provides users 24/7, unlimited access to academic Ebooks. With more than 180,000 titles curated by our in-house librarians, it offers libraries an affordable, critical mass of content to serve the needs of academic researchers worldwide.

Schools and Educators Complete Subscription Database: This Ebook database offers a foundational base of more than 14,700 ebooks for K-12 students and teachers that are available anytime and anywhere. Key topics for students include history, art, science, music, math, computers, literature, writing, religion, and fiction. Teachers benefit from such subjects as common core, distance learning, classroom management, curriculum planning, educational technology, tests and measurements; child development, psychology and disabilities, and more.

Optional Library Thing Book Cover Widget: A Book Display Widget that is interoperable with the ProQuest® Ebook Central platform and highlights your collections and puts them front and center on your library's homepage. Patrons just click on the image of the book cover to go directly to that title in your catalog.

No Faculty or Student Data or Records are accessed, used or stored in connection with the Widget

EXHIBIT "B6"

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.	X
	Other application technology meta data-Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	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)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content; writing, pictures etc.	N/A

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Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other: Ebook Central captures:

- **LibCentral**: This library administration portal captures name, title, email address, and passwords of library administrators.
- **Patron Log-In Option**. Where Patron Log-In is chosen by the library as its user authentication method, ProQuest will receive library designated username and passwords for its users for the purposes of user authentication.
- **Single Sign-On or Patron Personalization**. Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as alerts or book checkouts) or uses the ereader app, a user email and password will be captured at the time of account set up.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

<u>**EXHIBIT "A7"**</u>

DESCRIPTION OF SERVICES

Platform/Service: **ProQuest Research Companion** (PQRC)

No personal information is required to watch the videos or use the tools; once authenticated into the system, students may start viewing the learning modules and using the research tools.

A student account is required for: 1) tracking progress through the learning modules and 2) completing the assessment questions where the school administrator has activated the assessment tools.

At the time of account creation, ProQuest obtains the student email addresses and other information disclosed on Exhibit B for account setup described above. The email is stored for the purpose of sending a reminder about a forgotten password.

PQRC runs from the Student's web browser and the responsive design means it's adaptable to all devices—laptops, tablets, and smart phones.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

Except for the limited assessment information captured by the application, **No Pupil Records** are captured, stored or accessed through PQRC.

ProQuest Research Companion

An award-winning, cloud-based information literacy solution that enables educators and librarians to guide students through research projects efficiently, at every step. ProQuest Research Companion is designed to be easy, intuitive, and informative. It helps students develop their critical thinking skills to more effectively find, evaluate, and use information. Multimedia-based Learning Modules engage students to think more critically and creatively about their research, while the powerful, interactive Tools help students navigate through the research process.

Learning Modules - The material in the Learning Modules unit is presented in visually compelling, creative videos, and written in a conversational style that improves learning outcomes and maximizes retention. An assessment component is also available to measure student progress.

Research Tools - Research Companion's simple Tools feature automates the basic parts of the research process by leveraging the power of ProQuest data sources, including Ulrich's and Books In Print. Tools include a source evaluation aid, search aid, and revision aid to help students search, evaluate sources, and write more clearly and persuasively.

Customization - Customization features provide greater flexibility for educators to incorporate learning modules into their classrooms, workflow, and learning management systems.

v. 20Nov2020/jd

EXHIBIT "B7"

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.	X
	Other application technology meta data-Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify: See below	X
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	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	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content; writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system		Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A			Student bus assignment	N/A
				Transportation	Student pick up and/or drop off location	N/A
Transcript	Student course grades	N/A			Student bus card ID number	N/A
	Student course data	N/A			Other transportation data - Please specify:	N/A
	Student course grades/performance scores	N/A				N/A
	Other transcript data -Please specify:	N/A		Other	Please list each additional data element used, stored or collected by your application	X

- **Admin Portal**: This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Student Accounts:** If assessments features are activated by the library/school administrator for the account, Students may set up accounts that capture: First Name, Last Name, self-selected User Name, password and email address.
- **Assessment/ Student In App Performance**: If assessment capabilities are activated by the library/school administrator for the account, the application will evaluate whether the student watches instructional videos, measure student review of video research modules, and assign badges based on completion.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.