

**NEW HAMPSHIRE STUDENT DATA PRIVACY AGREEMENT  
VERSION (2019)**

**For Adoption by New Hampshire  
Local Education Agencies**

**and**

**ProQuest, LLC**

**Version Date: January 2021**

This New Hampshire Student Data Privacy Agreement (“DPA”) is entered into by and between the school district, represented in the signature block of this agreement or otherwise adopting these terms under the “General Offer of Privacy Terms” as provided under Section VII (hereinafter referred to as “LEA”) and ProQuest, LLC (hereinafter referred to as “Provider”). These terms will be effective with respect to the parties upon LEA’s signature on or after January 13, 2021. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed or will agree to provide the Local Education Agency (“LEA”) with one or more of the digital educational services under separate agreement (“Services”) described in Article I and Exhibit “A”; and

**WHEREAS**, the Provider, by signing this Agreement, agrees to offer school districts in New Hampshire the opportunity to accept and enjoy the benefits of the DPA for the Services described, without the need to negotiate terms in a separate DPA; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*, 34 C.F.R. Part 300; and

**WHEREAS**, the documents and data transferred from New Hampshire LEAs and created by the Provider’s Services are also subject to several New Hampshire student privacy laws, including RSA 189:1-e and 189:65-69; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit “C”) transmitted to Provider from the LEA pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, SOPIPA, RSA 189:1-e and 189:65 through 69; RSA 186-C; NH Admin. Code Ed. 300; NH Admin. Code Ed. 1100; and other applicable New Hampshire state laws, all as may be amended from time to time. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from LEA, 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. Control duties are set forth below.

2. **Nature of Services Provided.** The Provider has agreed to provide one or more of the following digital educational services described in Exhibit “A” under separate agreement with the LEA.
3. **Student Data to Be Provided.** In order to perform the Services described in this Article and the applicable Exhibit “A”, LEA shall provide the categories of data described in the Schedule of Data for the applicable Service, attached hereto as Exhibit “B”.
4. **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 all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA , or to the party who provided such data (such as the student or parent.). The Provider further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. The Provider will cooperate and provide Student Data within ten (10) days at the LEA’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall cooperate and respond within ten (10) days to the LEA’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of 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.** Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account.

4. **Third Party Request.** Should a Third Party, including, but not limited to law enforcement, former employees of the LEA, current employees of the LEA, and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA and shall cooperate with the LEA to collect the required information. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party, unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof, without the express written consent of the LEA or without a court order or lawfully issued subpoena. 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.
  
5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in this DPA.
  
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With Laws.** LEA shall provide data for the purposes of the DPA in compliance with the FERPA, PPRA, IDEA, RSA 189:1-e and 189:65 through 69; RSA 186-C; NH Admin. Code Ed. 300; NH Admin. Code Ed. 1100 and the other privacy statutes quoted in this DPA. LEA shall ensure that its annual notice under FERPA includes vendors, such as the Provider, as "School Officials."
  
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
  
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected 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 New Hampshire and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, RSA 189:1-e and 189:65 through 69; RSA 186-C; NH Admin. Code Ed. 300; NH Admin. Code Ed. 1100 and all other applicable New Hampshire privacy statutes and regulations.

2. **Authorized Use.** Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
  
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.
  
4. **No Disclosure.** De-identified information, as defined in Exhibit “C”, may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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. Provider shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA. 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
  
5. **Disposition of Data.** Provider shall dispose or delete all personally identifiable data obtained under the DPA when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” FORM, A Copy of which is attached hereto as Exhibit “D”). Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

6. **Advertising Prohibition.** Provider is prohibited from leasing, renting, using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
  - b. **Destruction of Data.** Provider shall destroy or delete all Personally Identifiable Data contained in Student Data and obtained under the DPA when it is no longer needed for the purpose for which it was obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
  - c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any necessary service providers to view or access data as set forth in Article IV, section 4.
  - d. **Employee Training.** The Provider shall provide recurring, periodic (no less than annual, with additional sessions as needed throughout the year to address relevant issues/changes, such as (but not necessarily limited to) new or evolving security threats, changes to security protocols or practices, changes to software and/or hardware, identified vulnerabilities, etc.) security training to those of its employees who operate or have access to the system. Such trainings must be tailored to the Provider's business and cover, but not necessarily be limited to, the following topics: common types of attackers (e.g., cyber criminals, hacktivists, government sponsored groups, inside threats, etc.); common types of attacks (e.g., social engineering, spoofing, phishing, etc.) and how the information sought is typically used; identifying threats, avoiding threats, physical

security and environmental controls; internal policies and procedures; and safe internet habits. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

- e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the DPA in an environment using a firewall that is periodically updated according to industry standards.
- f. **Security Coordinator.** Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the DPA.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- i. **Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.
- j. **Audits.** At least once a year, except in the case of a verified breach, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof, subject to reasonable time and manner restrictions. The Provider will cooperate reasonably with the LEA and any state or federal agency with oversight authority/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 Provider.
- k. **New Hampshire Specific Data Security Requirements.** The Provider agrees to the following privacy and security standards from “the Minimum Standards for Privacy and Security of Student and Employee Data” from the New Hampshire Department of Education. Specifically, the Provider agrees to:
  - (1) Limit system access to the types of transactions and functions that authorized users, such as students, parents, and LEA are permitted to execute;
  - (2) Limit unsuccessful logon attempts;
  - (3) Employ cryptographic mechanisms to protect the confidentiality of remote access sessions;
  - (4) Authorize wireless access prior to allowing such connections;

- (5) Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity;
- (6) Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions;
- (7) Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles;
- (8) Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services;
- (9) Enforce a minimum password complexity and change of characters when new passwords are created;
- (10) Perform maintenance on organizational systems;
- (11) Provide controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance;
- (12) Ensure equipment removed for off-site maintenance is sanitized of any Student Data in accordance with NIST SP 800-88 Revision 1;
- (13) Protect (i.e., physically control and securely store) system media containing Student Data, both paper and digital;
- (14) Sanitize or destroy system media containing Student Data in accordance with NIST SP 800-88 Revision 1 before disposal or release for reuse;
- (15) Control access to media containing Student Data and maintain accountability for media during transport outside of controlled areas;
- (16) Periodically assess the security controls in organizational systems to determine if the controls are effective in their application and develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems;
- (17) Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems;
- (18) Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception);
- (19) Protect the confidentiality of Student Data at rest;



- (20) Identify, report, and correct system flaws in a timely manner;
- (21) Provide protection from malicious code (i.e. Antivirus and Antimalware) at designated locations within organizational systems;
- (22) Monitor system security alerts and advisories and take action in response; and
- (23) Update malicious code protection mechanisms when new releases are available.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA as soon as practicable and no later than within ten (10) days of discovery of the incident. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “When it Occurred,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - 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.
  - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - vi.** The estimated number of students and teachers affected by the breach, if any.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
  - i.** Information about what the agency has done to protect individuals whose information has been breached.
  - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in the New Hampshire Data Breach law and in federal law 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.

- e. 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.
- f. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

### ARTICLE VI: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for three (3) years.

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated.

The LEA may terminate this DPA and any service agreement or contract with the Provider if the Provider breaches any terms of this DPA.

3. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).

4. **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, IDEA, COPPA, PPR, RSA 189:1-e and 189:65-69; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives below.

The designated representative for the Provider for this Agreement is:

Name Timothy Purdie  
Title Data Protection Officer

Address 789 E. Eisenhower Parkway, Ann Arbor, MI 48108  
Telephone 734-997-4030  
Email dpo@proquest.com

With copy to Office of the General Counsel at the same address

The designated representative for the LEA for this Agreement shall be designated in the Acceptance of the General Offer of Privacy Terms submitted by the adopting LEA as outlined in *Exhibit E*.

6. **Entire Agreement.** This DPA constitutes 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.
7. **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.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF MERRIMACK COUNTY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in

any way.

**10. Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

**11. Multiple Counterparts:** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**ARTICLE VII- GENERAL OFFER OF TERMS**

By signing this Agreement, Provider agrees to, be bound by the terms of this Agreement with respect to any school district who signs the acceptance in Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit “E”).

**IN WITNESS WHEREOF**, the Provider has executed this New Hampshire Student Data Privacy Agreement as of the last day noted below.

**PROQUEST LLC**

DocuSigned by:  
*Dawn Branham*  
124DBB43D3ED476...

13 January 2021

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dawn Branham

Dir, Customer Service

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**EXHIBITS “A” & “B”**

DESCRIPTION OF SERVICES AND SCHEDULES OF DATA

Detailed Schedules A & B are attached for the following product/platform/interface configurations

ProQuest® Platform

ProQuest® K-12 Guided Research Student Interface (SIRS® and e Library®)

CultureGrams

Alexander Street and Alexander Street Video

History Vault

ProQuest Ebook Central®

ProQuest® Research Companion

**EXHIBIT “C”****DEFINITIONS**

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual.

**NIST 800-63-3:** Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes, without limitation, at least the following:

First Name	Home Address
Last Name	Subject
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	Date of Birth
Grade	Classes
Place of birth	Social Media Address
Unique pupil identifier	
Credit card account number, insurance account number, and financial services account number	
Name of the student's parents or other family members	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

Information in the Student's Email

**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 pupil records.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education 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 pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**School Official:** For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The definition of "school official" encompasses the definition of "authorized school personnel" under 603 CMR 23.02.

**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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information, text messages, documents, the name of the student's parents or other family members, place of birth, social media address, unique pupil identifier, and credit card account number, insurance account number, and financial services account number, student identifiers, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of New Hampshire and Federal 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.

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

**Subprocessor:** For the purposes of this Agreement, 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 software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated

content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**Third Party:** The term "Third Party" means an entity that is not the provider or LEA.



**EXHIBIT “D”**

[Name or District or LEA] directs ProQuest LLC to dispose of data obtained by Company pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[Insert categories of data here]

\_\_\_ Disposition is Complete. Disposition extends to all categories of data.

All Student Data obtained under this Agreement shall be maintained as need for security and audit purposes, and then anonymized for indefinite retention as needed to fulfill publishers and operational requirements.

2. Nature of Disposition

\_\_\_ Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

\_\_\_ As soon as commercially practicable

\_\_\_ By (Insert Date)

4. Signature

\_\_\_\_\_  
(Authorized Representative of LEA)

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Company

\_\_\_\_\_  
Date



## **EXHIBIT “A”**

### 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 Norfolk 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 “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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

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
		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 (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.

## **EXHIBIT “A”**

### 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



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 “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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

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
		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.

## **EXHIBIT “A”**

### 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 “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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

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
		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.

## **EXHIBIT “A”**

### DESCRIPTION OF SERVICES

#### **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.

#### **Example Alexander Street Offerings**

*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.

**\*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



**EXHIBIT “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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

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.

Alexander Street  
v. 20Nov2020/jd

## **EXHIBIT “A”**

### 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

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.

Rev. 20Nov2020/jd

**EXHIBIT “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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

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.

## **EXHIBIT “A”**

### 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 “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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



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.

## **EXHIBIT “A”**

### 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.

**EXHIBIT “B”**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	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
	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
		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.