

## Ohio

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: Westlake City School District (the “**Local Education Agency**” or “**LEA**”) and Lincoln Library Press, Inc. (the “**Provider**”).

**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 documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Ohio. Specifically, those laws are R.C. §§ 3319.32-3319.327, R.C. §§ 1349.17-19, Rule 3301-51-04; 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, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-NH-NY-RI-VT-NDPA, Standard Version 1.0**, Data Privacy Agreement between the Provider and **School Administrative Unit 19** (“Originating LEA”) which is dated **3/11/2024** (“Originating DPA”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA, including if there was a prior Ohio Exhibit “G”:
  - a. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
  - b. In Article IV, Section 3, add: “The Provider will restrict unauthorized access by Provider’s employees or contractors not providing services under the Service Agreement or DPA and its employees or contractors will only access Student Data as necessary to fulfill their official duties.”
  - c. In Article IV, Section 6, replace “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,” with “Upon termination of this DPA, unless the LEA provides notice that renewal of the contract is reasonably anticipated, within ninety (90) days of the expiration of the contract, Provider shall destroy or return Student Data to the LEA.”
  - d. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
  - e. In Article V, Section 1 Data Storage: Ohio does not require data to be stored within the United States.
  - f. Provider will not access or monitor any of the following:
    - i. Location-tracking features of a school-issued device;
    - ii. Audio or visual receiving, transmitting or recording features of a school-issued device;
    - iii. Student interactions with a school-issued device, including, but not limited to, keystrokes and web-browsing activity

Notwithstanding the above, if the Provider has provided written notice to the LEA that it engages in this collection of the above information, which must be provided in the Service Agreement, and the LEA has provided written confirmation that the Provider can collect this information pursuant to its general monitoring, then the Provider may access or monitor the listed information.

3. Provider may, by signing the attached form of "General Offer of Privacy Terms" be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
4. **Notices.** All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Susan Gall Title: Vice President  
Address: Lincoln Library Press, Inc. 812 Huron Road E., Suite 401, Cleveland, OH 44115  
Phone: 2167819594 Email: sgall@factcite.com

The designated representative for the LEA for this DPA is:

Dr. Pete Zagray, Technology Director  
24365 Hilliard Blvd., Westlake OH 44145  
(440) 250-1283 pete@wlake.org

#### Westlake City School District

By: Scott Goggin  
Scott Goggin (Mar 25, 2025 14:53 EDT)

Date: 03/25/25

Printed Name: Scott Goggin

Title/Position: Superintendent

#### Lincoln Library Press, Inc.

By: Susan Gall  
Susan Gall (Mar 7, 2025 12:08 EST)

Date: 3/7/2025

Printed Name: Susan Gall

Title/Position: Vice President

## GENERAL OFFER OF PRIVACY TERMS (EXHIBIT E)

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Westlake City School District** ("Ohio Originating LEA") which is dated 03/25/25, 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 statutes; (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:

sgall@factcite.com

**Lincoln Library Press, Inc.**

BY: Susan Gall  
Susan Gall (Mar 7, 2025 12:08 EST)

Date: 3/7/2025

Printed Name: Susan Gall Title/Position: Vice President

### 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 **Westlake City School District** and the Provider. \*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII of the Originating DPA. \*\*

**Subscribing LEA: (School District Name):** Westlake City School District

BY: \_\_\_\_\_ Date: \_\_\_\_\_

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

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_






# LincolnLibraryPress,Inc.\_WestlakeCitySchools\_ OH\_OHG\_Addition

Final Audit Report

2025-03-07

Created:	2025-03-06
By:	Keith Perham (kperham@tec-coop.org)
Status:	Signed
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## "LincolnLibraryPress,Inc.\_WestlakeCitySchools\_OH\_OHG\_Addition" History

-  Document created by Keith Perham (kperham@tec-coop.org)  
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# LincolnLibraryPress,Inc.\_WestlakeCitySchools\_ OH\_OHG\_Addition\_VendorSigned

Final Audit Report

2025-03-25

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-  Signer goggin@wlake.org entered name at signing as Scott Goggin  
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