CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Riverside County Office of Education

AND

Provider:

ProQuest LLC

Date:

July 23, 2020

This California Student Data Privacy Agreement ("DPA") is entered into by and between the

Riverside County Office of Education

(hereinafter referred to as "LEA") and (hereinafter referred to as "Provider") on the terms as stated herein.

ProQuest LLC

July 23, 2020 . The Parties agree to

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated July 23, 2020 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, 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 (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; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

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

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

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2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

See attached Schedules A1-A8 for specific product listings

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, 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 term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. 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 Student Data in 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 respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data 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 Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement 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. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **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 applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise 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, 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.

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 the Service Agreement.

4. **No Disclosure**. De-identified information 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student 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.

> a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

> b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from 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 LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

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 the applicable standards, as set forth in 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 be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement 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 the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards 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 Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. 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, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

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 digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. **Data Breach**. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding ~~forty-eight~~ (48) hours. Provider shall follow the following process: ↑ _of JCD_
Seventytwo (72)   _discovery of JCD_

   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," "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.

   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 applicable State 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 copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, 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. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

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

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service 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, 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 before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Mark Banks
Title: Administrator, Contracts and Acquisition

Contact Information:
Mark Banks
mbanks@rcoe.us
(951) 826-6087

The designated representative for the Provider for this Agreement is:

Name: Janet C. Driver
Title: Assistant General Counsel

Contact Information:
ProQuest LLC
789 E. Eisenhower Parkway
Ann Arbor, MI 48108

> **b. Notification of Acceptance of General Offer of Terms**. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Janet C. Driver
Title: Assistant General Counsel

Contact Information:
Janet C. Driver
789 E. Eisenhower Parkway
Ann Arbor, MI 48108

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 IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT 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. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

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. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: ProQuest LLC

BY: _Janet C Driver_ Date: **7/23/2020**

Printed Name: Janet C Driver   Title/Position: Asst. General Counsel

Local Education Agency: Riverside County Office of Education

BY: _Tina Daigneault_   Date: 1/12/21

Printed Name: Tina Daigneault   Title/Position: Chief Business Official

Note: Electronic signature not permitted.

State Library: California State Library

By: _____   Date: 1/14/21

Printed Name: Greg Lucas   Title/Position: STATE LIBRARIAN

Includes attached Exhibits for the following On-line Research Related Services

A-1, B-1	Schools and Educators Complete
A-2, B-2	Ebook Reference Collection
A-3, B-3	ProQuest Central Student
A-4, B-4	E Library
A-5, B-5	Culturegrams
A-6, B-6	Research Companion
A-7, B-7	SIRS Issues Researcher
A-8, B-8	SIRS Discoverer

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN
ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Schools and Educators Complete - 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.

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
personalize 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.

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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.	Yes
	Other application technology meta data- Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	YES
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)	YES

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)	YES
	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

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Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

	number	
	State ID number	N/A
	Provider/App assigned student ID number	YES
	Student app username	YES
	Student app passwords	N/A
Student Name	First and/or Last	YES
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
	Other student	N/A

B-1

	work data - Please specify:	
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
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	N/A

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

Ebook Central captures emails, usernames, and passwords of Library Administrators

B -1

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Ebook Reference Collection - An authoritative, user-friendly reference point for researchers, teachers, and students, the Reference Ebook Subscription makes 800+ high-demand handbooks, encyclopedias, manuals, guides, and dictionaries available to more Academic and Public Libraries than ever before. With cross-curriculum coverage starting at High School level, it carries coveted reference-only titles from world-renowned publishers including 245 titles from Wiley, exclusive to ProQuest's ebook subscriptions.

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 personalize 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.

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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.	YES
	Other application technology meta data- Please specify:	N/A
Application Use Statistics	Meta data on user interaction with application	YES
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)	YES

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)	YES
	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

B-2

Category	Data Element	Value
Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

Category	Data Element	Value
	number	
	State ID number	N/A
	Provider/App assigned student ID number	YES
	Student app username	YES
	Student app passwords	N/A
Student Name	First and/or Last	YES
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
	Other student	N/A

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	work data - Please specify:	
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/perfor-mance scores	N/A
	Other transcript data -Please specify:	N/A
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	N/A

No Student Data Collected at this time _____ .
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

Ebook Central captures emails, usernames, and passwords of Library Administrators

B-2

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

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 Central Student delivers millions of articles from more than 15,000 full-text scholarly journals, magazines, and newspapers all via the award-winning and easy-to-use ProQuest platform.

Get students right to the good stuff, right now with the largest collection of full-text periodicals selected specifically to support high school programs and teach the research skills they will need beyond graduation. RSS feeds and same-day full text for papers like The New York Times and The Economist keep research as current as news occurs.

Platform: ProQuest

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 set up enabling personalize features on this service.

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.

A -3

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

13

Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

	number	
	State ID number	N/A
	Provider/App assigned student ID number	X
	Student app username	
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/appli-cation 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	ProQuest Central Student (Qualtrics Integration)
Student work	Student generated content; writing, pictures etc.	N/A
	Other student	N/A

B-3

	work data - Please specify:	
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/perfor-mance scores	N/A
	Other transcript data -Please specify:	N/A
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	N/A

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

PQ Central captures emails, usernames, and passwords for Library Administrators

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B-3

EXHIBIT "A" -4

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

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.

Presented on the award-winning ProQuest platform, eLibrary offers two methods of access: a custom Guided Research application, and as part of the unified platform, assuring fit-for-purpose use. The responsively designed user interface offers access on any device at any time via your devices web-browser and, users can cross-search eLibrary with other ProQuest databases, improving your library's return-on-investment. 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. Editor's Picks and Trending Topics make it easier to explore appropriate subject matter and get started. Researchers 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.

Platform: ProQuest Platform with student interface

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.

A -4

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:	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

13

B -4

Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	x
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

	number	
	State ID number	N/A
	Provider/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/appli-cation 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
	Other student	N/A

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	work data - Please specify:	
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
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	N/A

No Student Data Collected at this time _____ .
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

eLibrary captures emails, usernames, and passwords for Library Administrators

B-4

EXHIBIT "A" -5

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Culturergrams - 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.

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.

A-5

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

13

Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

	number	
	State ID number	N/A
	Provider/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/appli-cation 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
	Other student	N/A

B-75

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

No Student Data Collected at this time **X**_____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

Culturegrams captures emails, usernames, and p/w for School/District Administrators.

A-5

EXHIBIT "A" - 6

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

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.

A Customer (subscribing institution) provides ProQuest with student email addresses and other information disclosed on Exhibit B for account setup and/or account authentication under the school official exemption. Except as noted in the previous sentence, no student education records are provided to ProQuest by its Customers nor required for purposes of performing or providing the contracted for services.

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:	Yes - ProQuest Research Companion evaluates whether you watch instructional videos or not.
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

Category	Elements	Check
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

13

B-b

Category	Field	Value
Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

Category	Field	Value
	number	
	State ID number	N/A
	Provider/App assigned student ID number	X
	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)	PQRC (measures student review of video research modules and assigns badges based on completion)
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	ProQuest Central Student (Qualtrics Integration)
Student work	Student generated content; writing, pictures etc.	N/A
	Other student	N/A

B-6

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

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

Research Companion captures emails, usernames, and passwords for Library Administrators

B-6

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

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.

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.

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:	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

13

Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A
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 /health data	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
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID	N/A

	number	
	State ID number	N/A
	Provider/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/appli-cation 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
	Other student	N/A

B-7

	work data - Please specify:	
Transcript	Student course grades	**N/A**
	Student course data	**N/A**
	Student course grades/perfor-mance scores	N/A
	Other transcript data -Please specify:	N/A
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	N/A

No Student Data Collected at this time _____ .
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

SIRS Issues Researcher captures emails, usernames, and passwords for Library Administrators

B-7

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN
ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

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.

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.

A -8

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

B-8

Parent/ Guardian ID	Parent ID number (created to link parents to students)	N/A		number	
				State ID number	N/A
Parent/ Guardian Name	First and/or Last	N/A		Provider/App assigned student ID number	N/A
				Student app username	N/A
Schedule	Student scheduled courses	N/A		Student app passwords	N/A
	Teacher names	N/A	Student Name	First and/or Last	N/A
Special Indicator	English language learner information	N/A	Student In App Performance	Program/appli-cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	N/A
	Low income status	N/A			
	Medical alerts /health data	N/A			
	Student disability information	N/A			
	Specialized education services (IEP or 504)	N/A	Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
	Living situations (homeless/ foster care)	N/A			
	Other indicator information-Please specify:	N/A	Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student Contact Information	Address	N/A			
	Email	X	Student work	Student generated content; writing, pictures etc.	N/A
	Phone	N/A			
Student Identifiers	Local (School district) ID	N/A		Other student	N/A

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B - 8

	work data - Please specify:			Other transportation data -Please specify:	N/A
Transcript	Student course grades	N/A			
	Student course data	N/A			
	Student course grades/perfor-mance scores	N/A	Other	Please list each additional data element used, stored or collected by your application	N/A
	Other transcript data -Please specify:	N/A			
Transportation	Student bus assignment	N/A			
	Student pick up and/or drop off location	N/A			
	Student bus card ID number	N/A			

No Student Data Collected at this time _____ .
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

SIRS Discoverer captures emails, usernames, and passwords for School/District Administrators to

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B - 8

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider 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.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

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 Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, 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. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

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 LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

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.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

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, student identifies, 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 California 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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

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 a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Riverside County Office of Education   directs   ProQuest LLC   to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	____ Partial. The categories of data to be disposed of are as follows: ____ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	____ Destruction or deletion of data. ____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	____ As soon as commercially practicable ____ By (Insert Date) _____

_____   _____
Authorized Representative of LEA   Date

_____   _____
Verification of Disposition of Data   Date
by Authorized Representative of Provider

Intentionally Left Blank - ProQuest will work in good faith to transfer any informaton as needed by the school system, acknowledging that the nature of our products does not include the capture of significant student data or assessment information.

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GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Riverside County Office of and which is dated July 23, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer though 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: ProQuest LLC

BY: _Janet C. Driver_   Date: **7/23/2020**

Printed Name: **Janet C. Driver**   Title/Position: Assistant General Counsel

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.

Subscribing LEA:

BY: _____   Date: _____

Printed Name: _____   Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: **Janet C. Driver**

Title: **Assistant General Counsel**

Email Address: **janet.driver@proquest.com**