STANDARD STUDENT DATA PRIVACY AGREEMENT

MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND

MA-NH-RI-DPA, Modifield Version 1.0

DEDHAM PUBLIC SCHOOLS

and

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

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: Dedham Public Schools, located at 100 Whiting Avenue, Dedham, MA 02026 (the "**Local Education Agency**" or "**LEA**") and Houghton Mifflin Harcourt Publishing Company, located at 125 High St., Ste 900, Boston, MA, 02110 (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 Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** *Check if Required*

    √ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

    √ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: _____Lisa Jacobson_____ Title: ___Sr. Director, Bids and Contracts___

Address: ____Houghton Mifflin Harcourt, 125 High Street, Boston, MA 02110_____

Phone: ____617-351-5000_____

Email: ____lisa.jacobson@hmhco.com_____

The designated representative for the LEA for this DPA is:

Technology Director

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

By: ___*Don G. Langenhorst, EdD*_____
      Don G. Langenhorst, EdD (May 17, 2021 08:40 EDT)

Date: ___05/17/2021_____

Printed Name: ____Don G. Langenhorst, EdD_____

Title/Position: ____Technology Director_____

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By: ___*Lisa A. Jacobson*_____

Date: ___May 14, 2021_____

Printed Name: ____Lisa Jacobson_____

Title/Position: ____Sr. Director, Bids and Contracts_____

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to the use and maintenance of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above. Notwithstanding the foregoing, Provider retains all right, title and interest in and to any and all of Provider's software, materials, tools, forms, documentation, training and implementation materials and intellectual property (collectively, "Provider Materials".) Provider grants to LEA a personal, nonexclusive license to use the Provider materials for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such Provider Materials and as contemplated herein.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the written request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. [Intentionally Deleted]

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

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

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any external document in which the LEA is identifiable , the Provider shall obtain the LEA's written approval within any constraints provided by the LEA.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. Upon receipt of a written request from the LEA, Provider will promptly employ Exhibit "D,".

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning purposes (including generating personalized learning recommendations); or (ii) to develop or improve Provider's Internet web sites, online services or mobile applications owned by the Provider; or (iii) make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least thirty (30) days' notice and upon the execution of an appropriate

confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . Such audits shall be made during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an actual unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

    (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

         i.   The name and contact information of the reporting LEA subject to this section.
         ii. A list of the types of personal information that were the subject of a breach.
         iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
         iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
         v.   A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

    (2) Provider agrees to adhere to all federal and state requirements applicable to Provider with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects commercially reasonable 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 written request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

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

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract while in effect if the other party materially breaches any terms of this DPA provided that Provider has been given notice of such breach, in writing, and has had a reasonable period of time, but in no event less than forty-five (45) days, to remedy such breach prior to termination.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, then upon written request by LEA, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between the SDPC Standard Clauses and the Supplemental State Terms, the Supplemental State Terms will control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA. Any such successor will assume the obligations of this DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it has a reasonable objection to the successor to whom the Provider is selling, merging, or otherwise disposing of its business, provided that all payments that are owed or due for services previously rendered, in part or in full, under any Service Agreement or otherwise between the LEA and Provider in existence at the time of such succession, are paid prior to termination.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

<u>DESCRIPTION OF SERVICES</u>

All products on the following platforms:
Ed, SAM, Thinkcentral, HMOF, Writable, Waggle, Amira, WileyPLUS and VitalSource

EXHIBIT "B"
SCHEDULE OF DATA   WILEY

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	✓
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐

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

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

Amira Student Data Usage Specifications

Category of Data	Elements	Check if used by your system
Application Technology Metadata	**IP Addresses of users; Use of cookies; etc.**	**X** **(Cookies, third party tracking technologies, and server logs are automatically collected when visiting the Amira Learning website; we may also gather information on IP address and/or types of browser/OS.)**
	Other application technology metadata	**X** **(Google Analytics; see https://www.amiralearning.com/privacy-policy for details.)**
Application Use Statistics	**Metadata on user interaction with application**	
Assessment	**Standardized test scores**	
	Observation data	
	Other assessment data – Please specify:	
Attendance	**Student school (daily) attendance data**	
	Student class attendance	
Communications	**Online communications that are captured (emails, blog entries)**	
Conduct	**Conduct or behavioral data**	
Demographics	**Date of Birth**	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language Information (native, preferred, or primary language spoken by student)	
	Other demographics – Please specify:	**X** **(Anonymous demographic information may be collected in the future.)**
Enrollment	**Student school enrollment**	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	

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Amira Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Other enrollment information – Please specify:	
Parent/Guardian Contact Information	**Address**	
	Email	
	Phone	
Parent/Guardian ID	**Parent ID number (created to link parents to students)**	
Parent/Guardian Name	**First and/or Last**	
Schedule	**Student scheduled courses**	
	Teacher names	
Special Indicator	**English language learner information**	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	
Student Contact Information	**Address**	
	Email	
	Phone	
Student Identifiers	**Local (School district) ID number**	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	**X**
	Student app passwords	**X** **(encrypted passwords)**
Student Name	**First and/or Last**	**X**
Student in App Performance	**Program/application performance**	

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Updated 08.2020

Amira Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	(typing program-student types 60 wpm; reading program-student reads below grade-level)	
Student Program Membership	**Academic or extracurricular activities a student may belong to or participate in**	
Student Survey Responses	**Student responses to surveys or questionnaires**	
Student Work	**Student generated content; writing, pictures; etc.**	
	Other student work data – Please specify:	
Transcript	**Student course grades**	
	Student course data	
	Student course grades/performance scores	
	Other transcript data – Please specify:	
Transportation	**Student bus assignment**	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	**Please list each additional data element used, stored, or collected by your application.**	

Amira Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Application Technology Metadata	**IP Addresses of users; Use of cookies; etc.**	**X** **(Cookies, third party tracking technologies, and server logs are automatically collected when visiting the Amira Learning website; we may also gather information on IP address and/or types of browser/OS.)**
	Other application technology metadata	**X** **(Google Analytics; see https://www.amiralearning.com/privacy-policy for details.)**
Application Use Statistics	**Metadata on user interaction with application**	
Assessment	**Standardized test scores**	
	Observation data	
	Other assessment data – Please specify:	
Attendance	**Student school (daily) attendance data**	
	Student class attendance	
Communications	**Online communications that are captured (emails, blog entries)**	
Conduct	**Conduct or behavioral data**	
Demographics	**Date of Birth**	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language Information (native, preferred, or primary language spoken by student)	
	Other demographics – Please specify:	**X** **(Anonymous demographic information may be collected in the future.)**
Enrollment	**Student school enrollment**	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	

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Amira Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Other enrollment information – Please specify:	
Parent/Guardian Contact Information	**Address**	
	Email	
	Phone	
Parent/Guardian ID	**Parent ID number (created to link parents to students)**	
Parent/Guardian Name	**First and/or Last**	
Schedule	**Student scheduled courses**	
	Teacher names	
Special Indicator	**English language learner information**	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	
Student Contact Information	**Address**	
	Email	
	Phone	
Student Identifiers	**Local (School district) ID number**	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	**X**
	Student app passwords	**X (encrypted passwords)**
Student Name	**First and/or Last**	**X**
Student in App Performance	**Program/application performance**	

Category of Data	Elements	Check if used by your system
Amira Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	(typing program-student types 60 wpm; reading program-student reads below grade-level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures; etc.	
	Other student work data – Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data – Please specify:	
Transportation	Student bus assignment	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application.	

Houghton Mifflin Harcourt™ (HMH®): *Ed: Your Friend in Learning* Student Data Usage

Category of Data	Elements	Check if used by your system
Ed: Your Friend in Learning Student Data Usage Specifications		
Application Technology Metadata	**IP Addresses of users; Use of cookies; etc.**	**X**
	Other application technology metadata	
Application Use Statistics	**Metadata on user interaction with application**	**X**
Assessment	**Standardized test scores**	**X**
	Observation data	**On Roadmap**
	Other assessment data – Please specify:	
Attendance	**Student school (daily) attendance data**	
	Student class attendance	
Communications	**Online communications that are captured (emails, blog entries)**	
Conduct	**Conduct or behavioral data**	
Demographics	**Date of Birth**	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language Information (native, preferred, or primary language spoken by student)	
	Other demographics – Please specify:	
Enrollment	**Student school enrollment**	**X**
	Student grade level	**X**
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	
	Other enrollment information – Please specify:	**Class Enrollment**
Parent/Guardian Contact	**Address**	

Category of Data	Elements	Check if used by your system
Information	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Vendor/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)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or	

Ed: *Your Friend in Learning* Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	participate in	
Student Survey Responses	**Student responses to surveys or questionnaires**	
Student Work	**Student generated content; writing, pictures; etc.**	**X (*Writable*)**
	Other student work data – Please specify:	
Transcript	**Student course grades**	
	Student course data	
	Student course grades/performance scores	
	Other transcript data – Please specify:	
Transportation	**Student bus assignment**	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	**Please list each additional data element used, stored, or collected by your application.**	

HMOF (my.hrw) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Application Technology Metadata	IP Addresses of users; Use of cookies; etc.	**X** **(Login page to remember settings)**
	Other application technology metadata	
Application Use Statistics	Metadata on user interaction with application	**X**
Assessment	Standardized test scores	
	Observation data	
	Other assessment data – Please specify:	**X** **(Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores)**
Attendance	Student school (daily) attendance data	
	Student class attendance	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	**X** **(Supported / Not Required)**
	Place of Birth	
	Gender	**X** **(Supported / Not Required)**
	Ethnicity or race	**X** **(Supported / Not Required)**
	Language Information (native, preferred, or primary language spoken by student)	**X** **(Supported / Not Required)**
	Other demographics – Please specify:	**X** **(Supported / Not Required: Special Services; English Proficiency; Special Conditions; Economic Status)**
Enrollment	Student school enrollment	**X** **(Required)**
	Student grade level	**X** **(Required)**
	Homeroom	

HMOF (my.hrw) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Guidance counselor	
	Specific curriculum	
	Year of graduation	
	Other enrollment information – Please specify:	**X** **(Any data element that will connect a student to a class being taught by a teacher for the active date; districts often decide what elements they want to use to build a unique class/roster.)**
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	**X** **(Required)**
	Teacher names	**X** **(Required)**
Special Indicator	English language learner information	**X** **(Supported / Not Required)**
	Free and Reduced Lunch Status	**X** **(Supported / Not Required)**
	Medical alerts	
	Student disability information	**X** **(Supported / Not Required)**
	Specialized education services (IEP or 504)	**X** **(Supported / Not Required)**
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	**X** **(Whatever special indicators the district sees fit to share and report on; it is an option / supported, but is not required.)**
Student Contact Information	Address	
	Email	

HMOF (my.hrw) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Phone	
Student Identifiers	**Local (School district) ID number**	**X** **(Required)**
	State ID number	**X** **(Supported / Not Required)**
	Vendor/App assigned student ID number	**X** **(Required)**
	Student app username	**X** **(Required)**
	Student app passwords	**X** **(Supported / Not Required)**
Student Name	**First and/or Last**	**X** **(Required)**
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**	
Student Survey Responses	**Student responses to surveys or questionnaires**	
Student Work	**Student generated content; writing, pictures; etc.**	**X**
	Other student work data – Please specify:	**X** **(Notes; Annotations; Highlights)**
Transcript	**Student course grades**	
	Student course data	**X**
	Student course grades/performance scores	**X** **(Student Course Grades; Performance Scores per Assignment Only)**
	Other transcript data – Please specify:	
Transportation	**Student bus assignment**	
	Student pick-up and/or drop-off	

HMOF (my.hrw) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	**Please list each additional data element used, stored, or collected by your application.**	

Student Achievement Manager (SAM) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Application Technology Metadata	**IP Addresses of users; Use of cookies; etc.**	**X**
	Other application technology metadata	
Application Use Statistics	**Metadata on user interaction with application**	**X**
Assessment	**Standardized test scores**	**X**
	Observation data	**X**
	Other assessment data – Please specify:	**X** **Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores**
Attendance	**Student school (daily) attendance data**	
	Student class attendance	
Communications	**Online communications that are captured (emails, blog entries)**	
Conduct	**Conduct or behavioral data**	
Demographics	**Date of Birth**	**X** **Supported / Optional**
	Place of Birth	
	Gender	**X** **Supported / Optional**
	Ethnicity or race	**X** **Supported / Optional**
	Language Information (native, preferred, or primary language spoken by student)	**X** **Supported / Optional**
	Other demographics – Please specify:	**X** **Demographics as specified by the district**
Enrollment	**Student school enrollment**	**X**
	Student grade level	**X**
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	

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Student Achievement Manager (SAM) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Other enrollment information – Please specify:	
Parent/Guardian Contact Information	Address	**X** **Supported / Optional**
	Email	**X** **Supported / Optional**
	Phone	**X** **Supported / Optional**
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	**X** **Supported / Optional**
Schedule	Student scheduled courses	**X**
	Teacher names	**X**
Special Indicator	English language learner information	**X** **Supported / Optional**
	Low Income Status	**X** **Supported / Optional**
	Medical alerts	
	Student disability information	**X** **Supported / Optional**
	Specialized education services (IEP or 504)	**X** **Supported / Optional**
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	**X** **Please see SAM Data Management Manual:** https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Hosting_DMM_7-20.pdf
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	**X**
	State ID number	

Student Achievement Manager (SAM) Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Vendor/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)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures; etc.	
	Other student work data – Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data – Please specify:	
Transportation	Student bus assignment	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application.	X **Please see SAM Data Management Manual:** https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Hosting_DMM_7-20.pdf

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EXHIBIT "B"

SCHEDULE OF DATA – VITAL SOURCE

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

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

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

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

ThinkCentral Student Data Usage Specifications

Category of Data	Elements	Check if used by your system
Application Technology Metadata	IP Addresses of users; Use of cookies; etc.	X
	Other application technology metadata	
Application Use Statistics	Metadata on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data – Please specify:	X (Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores)
Attendance	Student school (daily) attendance data	
	Student class attendance	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	X (Supported / Not Required)
	Ethnicity or race	X (Supported / Not Required)
	Language Information (native, preferred, or primary language spoken by student)	X (Supported / Not Required)
	Other demographics – Please specify:	
Enrollment	Student school enrollment	X (Required)
	Student grade level	X (Required)
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	

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ThinkCentral Student Data Usage Specifications

Category of Data	Elements	Check if used by your system
	Other enrollment information – Please specify:	**X** **(Class Enrollment)**
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	**X** **(Required)**
	Teacher names	**X** **(Required)**
Special Indicator	English language learner information	**X** **(Supported / Not Required)**
	Free and Reduced Lunch Status	**X** **(Supported / Not Required)**
	Medical alerts	
	Student disability information	**X** **(Supported / Not Required)**
	Specialized education services (IEP or 504)	**X** **(Supported / Not Required)**
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	**X** **(Required)**
	State ID number	**X** **(Supported / Not Required)**
	Vendor/App assigned student ID number	**X** **(Required)**
	Student app username	**X**

ThinkCentral Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
		(Required)
	Student app passwords	**X** **(Supported / Not Required)**
Student Name	**First and/or Last**	**X** **(Required)**
Student in App Performance	**Program/application performance (typing program-student types 60 wpm; reading program-student reads below grade-level)**	
Student Program Membership	**Academic or extracurricular activities a student may belong to or participate in**	
Student Survey Responses	**Student responses to surveys or questionnaires**	**X** **(Student responses on assignments and assessments)**
Student Work	**Student generated content; writing, pictures; etc.**	**X**
	Other student work data – Please specify:	**X** **(Notes; Annotations; Highlights)**
Transcript	**Student course grades**	
	Student course data	**X**
	Student course grades/performance scores	**X** **(Student Course Grades; Performance Scores per Assignment Only)**
	Other transcript data – Please specify:	
Transportation	**Student bus assignment**	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	**Please list each additional data element used, stored, or collected by your application.**	

Waggle Student Data Usage

SAM Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Application Technology Metadata	**IP Addresses of users; Use of cookies; etc.**	
	Other application technology metadata	
Application Use Statistics	**Metadata on user interaction with application**	
Assessment	**Standardized test scores**	
	Observation data	
	Other assessment data – Please specify:	
Attendance	**Student school (daily) attendance data**	
	Student class attendance	
Communications	**Online communications that are captured (emails, blog entries)**	
Conduct	**Conduct or behavioral data**	
Demographics	**Date of Birth**	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language Information (native, preferred, or primary language spoken by student)	X
	Other demographics – Please specify:	**Customer demographics as specified by District**

SAM Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	
	Other enrollment information – Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts	
	Student disability information	X
	Specialized education services (IEP or 504)	X

SAM Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	**Please refer to the *Student Achievement Manager (SAM) Data Management Manual* provided at the following:** https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_DMM_3_x.pdf
Student Contact Information	**Address**	
	Email	
	Phone	
Student Identifiers	**Local (School district) ID number**	X
	State ID number	
	Vendor/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)**	X
Student Program Membership	**Academic or extracurricular activities a student may belong to or participate in**	
Student Survey Responses	**Student responses to surveys or questionnaires**	

SAM Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Student Work	**Student generated content; writing, pictures; etc.**	
	Other student work data – Please specify:	
Transcript	**Student course grades**	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data – Please specify:	
Transportation	**Student bus assignment**	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	**Please list each additional data element used, stored, or collected by your application.**	**Please refer to the *SAM Data Management Manual* provided at the following:** https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_DMM_3_x.pdf

Writable Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Application Technology Metadata	IP Addresses of users; Use of cookies; etc.	**X**
	Other application technology metadata	
Application Use Statistics	Metadata on user interaction with application	**X**
Assessment	Standardized test scores	
	Observation data	
	Other assessment data – Please specify:	**X** **(Writing scores from _Writable_)**
Attendance	Student school (daily) attendance data	
	Student class attendance	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language Information (native, preferred, or primary language spoken by student)	
	Other demographics – Please specify:	
Enrollment	Student school enrollment	**X**
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum	
	Year of graduation	
	Other enrollment information – Please specify:	**X** **(Class enrollment; classes do have a grade level.)**
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if used by your system
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	**X**
Special Indicator	English language learner information	
	Low Income Status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator – Please specify:	
Student Contact Information	Address	
	Email	**X**
	Phone	
Student Identifiers	Local (School district) ID number	**X**
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	
	Student app passwords	
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** **(We do maintain performance against rubrics.)**
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	

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Updated 05.2020

Writable Student Data Usage Specifications		
Category of Data	**Elements**	**Check if used by your system**
Student Survey Responses	**Student responses to surveys or questionnaires**	
Student Work	**Student generated content; writing, pictures; etc.**	**X**
	Other student work data – Please specify:	
Transcript	**Student course grades**	
	Student course data	
	Student course grades/performance scores	
	Other transcript data – Please specify:	
Transportation	**Student bus assignment**	
	Student pick-up and/or drop-off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	**Please list each additional data element used, stored, or collected by your application.**	

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

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

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

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

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[**Insert Name of District or LEA**] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition
    _____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:
        [**Insert categories of data here**]
    _____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition
    _____ Disposition shall be by destruction or deletion of data.
    _____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:
        [**Insert or attach special instructions**]

3. Schedule 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 "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
X	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.
        *Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"
Massachusetts

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Massachusetts. Specifically, those laws are 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into these supplemental terms to the 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;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Massachusetts;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

EXHIBIT "G"
Rhode Island

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Rhode Island. Specifically, those laws are R.I.G.L. 16-71-1, <u>et</u>. <u>seq</u>., R.I.G.L. 16-104-1, and R.I.G.L., 11-49.3 <u>et</u>. <u>seq</u>.; and

WHEREAS, the Parties wish to enter into these supplemental terms to the 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;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Rhode Island;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

3. The Provider agrees that this DPA serves as its written certification of its compliance with R.I.G.L. 16-104-1.

4. The Provider agrees to implement and maintain a risk-based information security program that contains reasonable security procedures.

5. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:

    i. Information about what the Provider has done to protect individuals whose information has been breached, including toll free numbers and websites to contact:

        1. The credit reporting agencies
        2. Remediation service providers
        3. The attorney general

    ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

    iii. A clear and concise description of the affected parent, legal guardian, staff member, or eligible student's ability to file or obtain a police report; how an affected parent, legal guardian, staff member, or eligible student's requests a security freeze and the necessary information to be provided when requesting the security freeze; and that fees may be required to be paid to the consumer reporting agencies.

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Final Audit Report   2021-05-17

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Status:	Signed
Transaction ID:	CBJCHBCAABAAKYwo1vzvSNKapb9dbI6nGFRWkSyNjl7p

"HMH_MA-NH-RI-NDPA_Dedham" History

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