

## **EXHIBIT "H" - Additional Terms or Modifications**

Version \_\_\_\_\_HMH\_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

**3. Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student- Generated Content to a separate account created by the student. **So long as the request occurs while the Provider's services are in use by the LEA.**

### ARTICLE V: DATA PROVISIONS

**2. Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ **The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data.**

The Provider will **also** 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.

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

- c. Provider further acknowledges and agrees to have a written incident response plan that **reflects best practices and** is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized

acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

#### ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any **material** terms of this DPA **or those pertaining to Student Data Privacy or Security. The Notice of Termination shall be in writing. After receipt of the Notice of Termination HMH shall have ten (10) days to review and respond, or such time as the parties may agree.**

7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA. **The Provider shall make best efforts to provide written notice to the LEAs who are parties to this DPA. These efforts shall include press releases and written notice to the California Student Privacy Alliance (“CSPA”) no later than sixty** no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA ~~has the authority to~~ **may** terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Oak Grove School District

("Originating LEA") which is dated Dec 1, 2021, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

ashley.poreda@@hnhco.com

**PROVIDER:** Houghton Mifflin Harcourt Publishing Company

BY: Lisa Jacobson Date: 12-06-2021

Printed Name: Lisa Jacobson Title/Position: Sr Director, Bids and Contracts

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Oak Grove School District and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** Apple Valley Unified School District

BY: Patrick Schlosser Date: 02-17-2022

Printed Name: Patrick Schlosser Title/Position: Assistant Superintendent, Educational

SCHOOL DISTRICT NAME: Apple Valley Unified School District Services

DESIGNATED REPRESENTATIVE OF LEA:

Name: Patrick Schlosser

Title: Assistant Superintendent, Educational

Address: 12555 N Navajo RD Apple Valley California 92308

Telephone Number: (760) 247-8001

Email: pat\_schlosser@avusd.org