

**Exhibit "H-1"**  
**Additional Terms and Modifications to the Student Data Privacy Agreement**  
Version: v1.0a

This Exhibit H-1, Additional Terms or Modifications ("Provider Modifications"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Franklin-Jefferson Special Education Co-Op (the "Local Education Agency or "LEA") and Curriculum Associates LLC (the "Provider"), is hereby incorporated into the DPA and amends the DPA (and all supplemental terms and conditions, and policies applicable to the DPA, including Exhibit "G" - Supplemental SDPC State Terms for Illinois) as follows:

**Article II Data Ownership and Authorized Access**

**Section 2.** ("Parent Access") is hereby deleted in its entirety and replaced with the following:

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 to correct erroneous information. Provider shall respond in a reasonably timely manner (and no later than fifteen (15) days from the date of 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, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

**Section 3.** ("Separate Account") is hereby deleted in its entirety, as this section is inapplicable to the services provided by Provider.

**Section 4** ("Subprocessors") is hereby revised by appending the following language thereto:

For the purposes of this DPA, "Subprocessors" (and "subcontractors," as the term is used in Exhibits G and H-A attached hereto) shall not include Provider's cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Provider's internal systems under Provider's supervision and who do not have access to Student Data.

**Article IV: Duties of the Provider**

**Section 5.** ("De-Identified Data") is hereby revised by deleting the second to last sentence of the section and replacing it with the following:

Except for Subprocessors and as permitted by applicable law, Provider agrees not to transfer de-identified Student Data to any party unless that party agrees in writing not to attempt re-identification.

**Section 6.** ("Disposition of Data") is hereby deleted in its entirety and replaced with the following:

Upon receipt of 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 (45) days of the date of receipt of said request and according to a schedule and procedure as the Parties may reasonably agree, with the exception of backups, which are automatically deleted over time in accordance with Provider's data

retention and destruction policies. The duty to dispose of Student Data shall not extend to Student Data that is considered De-Identified Data. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as Exhibit "D". If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

#### **Article V: Data Provisions**

**Section 2.** ("Audits") is hereby revised by adding the following language immediately after the first sentence of the subsection:

Such audits will be subject to Provider's confidentiality obligations to its other customers.

#### **Article VII: Miscellaneous**

**Section 2.** ("Effect of Termination Survival") is hereby revised to clarify that, if the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data upon written request, pursuant to Article IV, section 6.

### **EXHIBIT "G"**

#### **Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois**

**Section 3.** ("School Official Designation") is hereby revised by adding the following language to the end of the section:

For the avoidance of doubt, Student Data does not include De-Identified Data, which refers to data generated from student usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. Such De-Identified Data may be used by Provider for product development, product functionality and research purposes.

**Section 9.** ("Security Breach Notification") is hereby revised by deleting subsection "b" in its entirety and replacing it with the following:

- b. Information that the parent may use to contact Provider to inquire about the Security Breach.

**Section 10.** ("Reimbursement of Expenses Associated with Security Breach") is hereby revised by deleting subsection "b" in its entirety, as credit monitoring would be inapplicable to the data provided to Provider.

**Section 11.** ("Transfer or Deletion of Student Data") is hereby revised to clarify that Provider will delete or transfer Student Data within 45 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer, with the exception of backups, which are automatically deleted over time in accordance with Provider's data retention and destruction policies.