

Exhibit H
to Standard Student Data Privacy Agreement IL-NDPA v 1.0a dated _____
Rockford Public Schools and Heinemann, a division of Greenwood Publishing Group, LLC

The Parties would like to make the following changes to the Agreement:

From **6. Notices** delete 'e-mail transmission, or'

Article I: Purpose and Scope

1. **Purpose of DPA:** Replace 'Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.' with 'Provider shall be under the direct control and supervision of the LEA, with respect to the use and maintenance of Student Data'

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA:** Replace 'All Student Data transmitted' with 'All Student Data provided by the LEA.'

At the end of the clause, add the following: '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:** Delete ', and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services.

In addition, add the word 'written' in front of 'request'.

3. **Separate Account:** Delete this entire clause.

ARTICLE IV: DUTIES OF PROVIDER

4. **No Disclosure:** Delete 'aggregate summaries of'
5. **De-identified Data:** Delete ', and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.'

Delete 'or indirectly' and delete 'of the manner in which de-identified data is presented'

Replace "De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes" with "De-Identified Data, defined as aggregate data from which no student can be individually identified, may be used by the Provider for those purposes allowed under FERPA and the following purposes"

6. **Disposition of Data:** Delete '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.'

Delete 'or placed in a separate student account pursuant to section II 3'.

Replace '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"' with the following 'Upon receipt of a written request from the LEA, Provider will promptly employ Exhibit "D".'

7. **Advertising Limitations:** Replace '(i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to 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' with '(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) to make product recommendations to teachers or LEA employees; or (iv) 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

2. **Audits:** Replace '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.' with '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.'
3. **Data Security:** Replace 'The provider shall implement an adequate' with 'The provider shall implement a commercially reasonable.'
4. **Data Breach:** Replace 'In the event of an unauthorized release' with 'In the event of an actual unauthorized release'

Delete from 1. ii. 'or are reasonably believed to have been'

Add in (2) 'assisting with the LEA's' in front of notification.

Delete from (3) 'best practices and' and replace with 'commercially reasonable practices and'.

Delete from (3) 'upon request, with a summary of said written incident response plan' and replace with 'upon written request, with a summary of said written incident response plan containing non-proprietary information.'

Delete from (4) 'LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.' and replace with 'Only the LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians. Provider is prohibited from directly contacting affected students, parents or guardians.'

Delete from (5) '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.' and replace with 'In the event of a breach originating from LEA's use of the Service that is not attributable to the Provider, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data, but shall not bear any financial responsibility in doing so.'

ARTICLE VII: MISCELLANEOUS

1. **Termination.** Delete 'Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.' and replace with '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 the other party 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.** After 'terminated', add 'then upon written request by LEA,'
3. **Priority of Agreements.** Add 'data protection' in front of 'terms of this DPA'.
7. **Successors Bound.** Delete clause and replace with the following '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 material 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, 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.'

The Parties also agree to Amend the Exhibit G with the following:

10. Reimbursement of Expenses Associated with Security Breach:

Add 'solely' in front of 'attributable'

Add 'actual' in front of 'costs'.

Add in b. 'One year of' in front of 'credit monitoring'

Add in c. 'Reasonable' in front of 'legal fees'

11. Transfer or Deletion of Student Data:

Replace 'In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider' with 'In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider or allow the Provider to make the deletion.'

Add 'mutually agreed upon' in front of 'format'.

13. Subcontractors.

Delete 'This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1) and replace with 'This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1) as long as Student Data is maintained by the Provider.'

List of Subcontractors

Service Providers Processing Student, School, and District Data

ENTITY	TYPE OF SERVICE PROVIDED	COUNTRY LOCATION
Amazon Web Services 410 Terry Ave North Seattle, WA 98109 -5210	Hosting for Products / Services and associated data	USA
Navisite 200 Minuteman Road Andover, MA 01810	Hosting for Products / Services and associated data	USA
Microsoft One Microsoft Way Redmond, Washington 98052-6399	Email and other office productivity	USA
Salesforce One Market Street San Francisco, CA 94105, USA	Client management	USA
Mimecast 191 Spring Street Lexington, MA 02421	Email support	USA

<p>Alorica 5 Park Plaza Irving, CA 92614</p>	<p>Customer support</p>	<p>USA</p>
<p>Cognizant USA Cognizant Technology Solutions World Headquarters 300 Frank W Burr Blvd Suite 36, 6th Floor Teaneck, NJ 07666</p> <p>Cognizant India Cognizant Corporate Office Menon Eternity 165, St Marys Road Alwarpet Chennai 600 018 Tamil Nadu</p>	<p>Provide coding and QA services for enhancements and bug fixes</p>	<p>USA</p> <p>India</p>
<p>Boston Soft Design 233 Needham Street Newton Upper Falls, MA 02464-1605</p>	<p>Database Management</p>	<p>USA</p>