

## **ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT**

IN CONSIDERATION of the mutual agreement by McGraw Hill LLC

(“Provider”) and Oak Grove School District

(“LEA”) in the

Addendum, Provider and LEA agree to the following changes to the California Student Data Privacy Agreement (“DPA”), as follows:

### **ARTICLE IV: DUTIES OF PROVIDER**

**2. Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA. **With the exception of Subprocessors whose services are required to provide its obligation under the Service Agreement.**

**5. Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ~~ten (10)~~ **thirty (30)** calendar days of receipt of said request.

**b. Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until

Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account. ~~In the absence of instructions from the LEA, Provider shall dispose of Student Data in an account within three (3) years after last account access.~~

## ARTICLE V: DATA PROVISIONS

### **1. Data Security.**

**h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic ~~(no less than semi-annually)~~ **(no less than annually)** risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding ~~forty-eight (48)~~ **seventy-two (72)** hours ~~and consistent with any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.~~ Provider shall follow the following process:

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to ~~provide LEA make its head of IT Security available to~~ upon request, ~~with a copy of to discuss~~ said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to ~~notify~~ **provide legally required notification** to parents/families of a **data** breach not originating from LEA's use of the Service.

## **EXHIBIT "C"**

### DEFINITIONS

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, **identifiable**

metadata, and **identifiable** user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information (**SOPIPA**), all of which are deemed Student Data for the purposes of this Agreement.

## **EXHIBIT “D”**

### DIRECTIVE FOR DISPOSITION OF DATA

The terms of the Disposition are set forth below and the Parties agree that in lieu of the form below, LEA has the option to complete the form located at <https://www.mheducation.com/privacy/privacy-request-form>

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Provider McGraw Hill LLC

By 

Date 4/23/2020

Printed Name Brian Joniak

Position/Title Sr. Director Finance/Controller

Local Education Agency Oak Grove School District

By   
NAJEEB

Date 4/23/20

Printed Name Najeeb Qasimi

Position/Title Director

**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** and which is dated **4/23/2020** to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. In the event the Provider withdraws from this General Offer entirely, Provider shall notify CETPA so that CETPA may inform its members.

Provider: **McGraw Hill LLC**

BY:  Date: 4/23/2020  
Printed Name: Brian Joniak Title/Position: Sr. Director Finance/Contr

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: **Modesto City Schools**

BY: Matthew Ketchum Date: 09-20-2021  
Printed Name: MatthewKetchum Title/Position: Director of Educational Technology

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

Name: McGraw Hill LLC  
Title: Kim Harvey, Sr. Director RFP Bids and Contracts  
Email Address: kim.harvey@mheducation.com