

## EXHIBIT "H" – Additional Terms or Modifications

Version \_\_\_\_\_ McGraw Hill

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

**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.~~ ~~in accordance with the data retention policy described in Exhibit A.\*~~ The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. 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. ~~Parties further agree that in lieu of the form found on Exhibit "D", LEA may complete the form located at: <https://www.mheducation.com/privacy/privacy-request-form>.~~

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

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and William S Hart Union High SD

("Originating LEA") which is dated Apr 25, 2022, 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:

bidsandcontracts@mheducation.com

**PROVIDER:** McGraw Hill LLC

BY:  Date: 04-26-2022

Printed Name: Kimberly A Harvey Title/Position: Sr. Director, RFP, Bids & 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 William S Hart Union High SD

and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** San Marcos Unified School District

BY:  Date: 08-01-2022

Printed Name: Erin Garcia Title/Position: Assistant Superintendent of Business

SCHOOL DISTRICT NAME: San Marcos Unified School District Services

DESIGNATED REPRESENTATIVE OF LEA:

Name: Erin Garcia

Title: Assistant Superintendent of Business Services

Address: 255 Pico AVE STE 250 San Marcos CA 92069

Telephone Number: 760-752-1299

Email: erin.garcia@smusd.org