



**Arbor Park School District 145
and Houghton Mifflin Harcourt Publishing Company
Data Privacy Addendum (Student Data Only)**

This Data Privacy Addendum (the "Addendum") by and between Arbor Park School District 145 (the "School District") and Houghton Mifflin Harcourt Publishing Company (the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement, Cost Proposal #007973220 (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

Math In Focus

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide the following categories or types of School District Data to the Company in Exhibit B.

2/1/21

- 2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.
- 2.4 *Publication of Agreement and Subcontractors.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District, as Exhibit C, the name, business address, and list of subcontractors to be published.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon written request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.3.4 Notwithstanding the foregoing, the Company may use de-identified information (which refers to personally identifiable information that has been removed or obscured from student records in a way that minimizes the risk of disclosure of the identity of the individual and information

about them) for evaluation, research and development of educational products and services.

- 4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum, or similar but equally restrictive data privacy obligations, and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

- 5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable, but as is industry standard, during use, storage and/or transmission.

5.1.1 Security Procedures and Practices. The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum. Such audits shall be made no more than once per year and not take longer

than one (1) business day. Such audits shall be subject to the execution of Company's confidentiality agreement containing reasonably standard terms, and scheduling according to the mutual convenience of the parties.

- 5.1.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours, in accordance with 5.1.3.
- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. If Company implements any changes to its Privacy Policy that conflicts with this Addendum, this Addendum shall control. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, with thirty (30) day written request from the School District, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data, upon written confirmation from the School District. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date from the receipt of the written confirmation. The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business.
- 5.4 *Authorizations.* [DELETED]
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the confirmed unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following:
(1) notify the School District by telephone and/or email within the most

expedient time possible and without unreasonable delay, but no later than 72 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) reasonably assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than twenty-five (25) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised in the breach and reasonably assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all actual costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach which is not also caused by the negligence, willful misconduct or material breach of the Agreement or Addendum by the School District, , in which case the Company's reimbursement shall be prorated to reflect the relative fault, if any, of the School District and the Company shall be entitled to contribution to the extent of the relative fault, if any, of the School District, including but not limited to reimbursement of actual costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide one (1) year of credit monitoring to impacted individuals; reasonable legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the data breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use

2/1/21

School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator’s site, service, or application to amass a profile about a student, except in furtherance of “K through 12 school purposes,” as defined by SOPPA. “Amass a profile” does not include the collection and retention of account information that remains under the control of the student, the student’s parent or legal guardian, or the School District; or


6.1.3 Sell or rent a student’s information, including covered information. This Section does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator’s site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.


Effective Date. The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Company Name

School District



Signature



Signature

Lisa Jacobson

Name

David Termunde

Name

Sr Director, Bids and Contracts

CTO

Title
July 6, 2023

Title

Date

7/10/2023

Date

2/1/21

2/1/21

Exhibit A
Agreement

2/1/21



Houghton Mifflin Harcourt

Proposal #007973220

Prepared For

Arbor Park School District 145

17301 Central Ave
Oak Forest IL 60452

Attention:

Camille Hogan
chogan@arbor145.org

For the Purchase of:

Math In Focus K2012 1-5 2015 Print & 2015 Digital 1 YR Grade 5

Prepared By
Jessica Leonette
jessica.leonette@hmc.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
<http://www.hmhco.com/common/terms-conditions>

2/1/21

Date of Proposal: 3/26/2021

Proposal for
Arbor Park School District 145

Expiration Date: 5/10/2021

ISBN	Title	Price	Quantity	Value of All Materials
Grade K				
Student Resource				
1470586 9780547546800	Math In Focus: Singapore Math Student Book Set Grade K 2012	\$36.80	125	\$4,600.00
Total for Student Resource				
Total for Grade K		\$4,600.00		
Grade 1				
Student Resources				
1562608 9780544224001	Math In Focus: Singapore Math Student Workbook Bundle A and B Grade 1	\$29.25	125	\$3,656.25
Total for Student Resources				
Total for Grade 1		\$3,656.25		
Grade 2				
Student Resources				
1562616 9780544224100	Math In Focus: Singapore Math Student Workbook Bundle A and B Grade 2	\$29.25	125	\$3,656.25
Total for Student Resources				
Total for Grade 2		\$3,656.25		
Grade 3				
Student Resources				
1562628 9780544224209	Math In Focus: Singapore Math Student Workbook Bundle A and B Grade 3	\$29.25	125	\$3,656.25
Total for Student Resources				
Total for Grade 3		\$3,656.25		
Grade 4				
Student Resources				
1562634 9780544224261	Math In Focus: Singapore Math Student Edition Set Grade 4 2015	\$68.15	67	\$4,566.05
1562638 9780544224308	Math In Focus: Singapore Math Student Workbook Bundle A and B Grade 4	\$29.25	132	\$3,861.00
Total for Student Resources				
Teacher Resource				
1506344 9780547879000	Math In Focus: Singapore Math Teacher's Edition Set Grade 4	\$315.55	1	\$315.55
Total for Teacher Resource				
<p>Send Check Payments to: Houghton Mifflin Harcourt Publishing Company 14046 Collections Center Drive Chicago, IL 60693</p> <p>Attention: Camille Hogan chogan@arbor145.org</p> <p>Send Orders to: k12orders@hmnco.com FAX: 800-269-5232 HMH Orders 9400 Southpark Center Loop Orlando, FL 32819-9647</p>				
007973220	Sold:0000349870 Ship:0000349870	Page 2 of 4	Please submit this form with your purchase order	

2/1/21

Date of Proposal: 3/26/2021

Proposal for
Arbor Park School District 145

Expiration Date: 5/10/2021

Total Cost of Proposal (PO Amount): \$34,899.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Arbor Park School District 145	Arbor Park School District 145
17301 Central Ave	17301 Central Ave
Oak Forest, IL 60452-4920	Oak Forest, IL 60452-4920
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/26/2021

Proposal Expiration Date: 5/10/2021



Houghton Mifflin Harcourt

Send Check Payments to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Camille Hogan
chogan@arbor145.org

Send Orders to:
k12orders@hmhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

HMH Confidential and Proprietary

007973220

Sold:0000349870 Ship:0000349870

Page 4 of 4

Please submit this form with your purchase order

Exhibit B
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>

Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify: (Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores)	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify: Class Enrollment	<input checked="" type="checkbox"/>

Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	
Student Name	First and/or Last	<input checked="" type="checkbox"/>

Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify: student responses on assessments and assignments, student notes, annotations and highlights	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>

2/1/21

3224024.1

2/1/21

None	No Student Data collected at this time. Provider will immediately notify the District if this designation is no longer applicable.	<input type="checkbox"/>

2/1/21

EXHIBIT C

Houghton Mifflin Harcourt

Service Providers Processing Student, School, and District Data

January 23, 2020

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
Alorica 5 Park Plaza Irving, CA 92614	Customer support	USA
Boston Soft Design 233 Needham Street Newton Upper Falls, MA 02464-1605	Database Management	USA