



DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter “School District”) and Houghton Mifflin Harcourt [Publishing Company](#) (hereinafter “Contractor”) entered into an agreement dated October 28, 2021 (hereinafter “Agreement”) for [access to Contractor’s product: iRead, R180, S44 Houghton Mifflin Harcourt](#) (hereinafter “Services”).

WHEREAS, pursuant to the requires under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement with the School District, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy in the following way(s):

All HMH data privacy and security practices are implemented to comply with all applicable law and in accordance with the HMH K-12 Learning Platforms Privacy Policy (<https://www.hmhco.com/privacy-policy-k12-learning-platforms>) and Terms of Use (<https://www.hmhco.com/web-terms-of-use>)

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

HMH stores all data in an HMH Hosting facility in the United States. HMH has implemented and maintains reasonable organizational, technical, and administrative controls and is responsible for the development, operation, maintenance, and use of our cloud-hosted applications and data required for customers to participate in our learning platforms. Physical security controls are managed by our hosting partner, Amazon Web Services (AWS). Our data management procedures include the following: all user data are encrypted using standard Internet protocols; all user data on our interface are transferred over HTTPS; all user data in transit are protected by TLS 1.2; all user data are housed on a scalable hosting architecture; all user data are stored behind AES-256 encryption algorithms. For additional information, please refer to HMH’s K–12 Learning Platforms Privacy Policy at <https://www.hmhco.com/privacy-policy-k12-learning-platforms>. Additionally, access to data is based on a least-privileged model, where individuals are only granted the rights necessary to complete their job functions.



3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement or equally restrictive data protection and security requirements.
- c. At the end of the term of the Agreement, with thirty (30) days written notice, Contractor will destroy, and at the direction of the School District return, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

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4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

Specify date of each training

Training will be provided on an ongoing basis.

5. Subcontractors (check one):



Contractor shall not utilize sub-contractors.

XContractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

In the event that HMH subcontracts with an outside entity or individual in order to fulfill its obligations to the District, HMH ensures that it will only share the Data with such subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain data privacy and security as required by HMH pursuant to the Agreement. HMH will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Data in its custody.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Contractor has implemented and maintains technical, administrative, and physical security controls that are designed to protect the security, confidentiality, and integrity of personal information collected through our learning platforms from unauthorized access, disclosure, use or modification. Contractor's information security controls comply with reasonable and accepted industry practice, as well as requirements under COPPA and FERPA. Contractor diligently follow these information security controls and periodically review and test our information security controls to keep them current. and to promptly notify District.

7. Termination of Agreement.

- a. Within 30 days of termination of the Agreement and written notice, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. Within 30 days of termination of the Agreement and written notice, Contractor shall

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Return all data to the School District using mutually agreed upon methods; OR

Transition all data to a successor contractor designated by the School District in writing using _____.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of November 10th 2021.

CONTRACTOR:

Lisa Jacobson

By: Lisa Jacobson
Title: Sr Director, Bids and Contracts

RJ DeLisle

RJ DeLisle
Director of Technology
DPO