

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

**ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY**

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with Harcourt Houghton Mifflin Publishing Company which governs the availability to Participating Educational Agencies of the following Product(s):

Read 180
System 44
iRead
Reading Inventory
Phonics Inventory
Reading Counts
Amira
Waggle
Writable
Into Math
Into AGA
Math Expression (if permitted)
Math 180
Math Inventory
Waggle Math
HMH Science Dimensions 6-8
HMH Science Dimensions Biology
HMH Science Dimensions Earth and Space
HMH Science Dimensions Chemistry
HMH Science Dimensions Physics
You Solve It!

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor



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Amendment to Master License and Services Agreement

WHEREAS, a *Master License and Services Agreement* was made between the Erie 1 BOCES on behalf of the Western New York Regional Information Center and **Houghton Mifflin Harcourt Publishing Company, 125 High Street, Boston, MA 02110** dated July 1, 2020; and

WHEREAS, the contract extension expires on June 30, 2023; and

WHEREAS, Section 10 of the contract permits an extension by mutual written agreement of the parties; and

WHEREAS, **VENDOR** has been identified and accepted by Erie 1 BOCES as the sole provider of, the application as defined in Section 2 by this reference made part hereof of this Agreement; and

WHEREAS, such extension is permitted under New York State and local laws.

NOW, THEREFORE, the parties mutually agree to extend the contract for a period commencing July 1, 2023 and ending September 1, 2023. The three year agreement that will run through 2026 will be executed prior to the September 1 deadline.

IT IS FURTHER AGREED, all other terms of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this 1st day of June, 2023.

Erie 1 BOCES

Houghton Mifflin Harcourt Publishing Company

DocuSigned by:
James Fregelette
9AEB9EED72B74AB...
Signature

Lisa A. Jacobson
Signature

James Fregelette

Lisa A. Jacobson

Executive Director of Finance

Name

Sr. Director, Bids and Contracts

Title

under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: Vendor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Protected Data in its custody.

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on July 1st 2020 and expires on June 30th 2023.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.