



SARATOGA SPRINGS CITY SCHOOL DISTRICT

Office of Information Technology and Operational Innovation Phone: 518-693-1434

David L'Hommedieu, ALEP, Assistant Superintendent

Email: d_lhommedieu@saratogaschools.org

Statement of Assurances

In compliance with Education Law §2-d and as a condition of the Agreement with the Saratoga Springs City School District, Houghton Mifflin Harcourt hereby assures and warrants it shall:

- (1) Limit internal access to education records to those individuals determined to have legitimate educational interests;*
- (2) Not use the education records for any other purposes than those explicitly authorized by the School District in the Agreement;*
- (3) With the exception of authorized representatives of Houghton Mifflin Harcourt carrying out their obligations pursuant to the Agreement, not disclose personally identifiable information to any other party without the prior written consent of the parent or eligible student or unless required by statute or court order and upon notice to the Board of Education prior to disclosure;*
- (4) Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and*
- (5) Use encryption technology to protect data from unauthorized disclosure using technology or methodology specified by the secretary of the United States Department of Health and Human Services.*
- (6) Return or, at the District's written direction, destroy all student data or teacher or principal data upon expiration of the Agreement.*



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Houghton Mifflin Harcourt affirms its employees and officers who will have access to protected data have received or will receive training on federal and state laws governing confidentiality of student, teacher, or principal data prior to receiving any access pursuant to this Agreement.

Houghton Mifflin Harcourt acknowledges that any breach or unauthorized release of personally identifiable information in violation of applicable state or federal laws, the Parent Bill of Rights, District data privacy and security policies and/or any contractual obligation relating to data privacy and security, shall require immediate notification to the District and may subject Houghton Mifflin Harcourt to civil penalties up to \$150,000. Furthermore, in the event of a breach or unauthorized disclosure of student information or teacher or principal data, the Chief Privacy Officer, after permitting Houghton Mifflin Harcourt notice and an opportunity to be heard, may order Houghton Mifflin Harcourt to be (1) precluded from accessing student data from the School District, or if such disclosure was knowing and reckless, from any School District in the State, for a period of up to five (5) years; and/or (2) prohibit Houghton Mifflin Harcourt. from being deemed a responsible bidder or offer or on any contract with an educational agency that involves the sharing of student data or teacher or principal data for a period of up to five (5) years; and/or (3) require training to Houghton Mifflin Harcourt's employees and officers at Houghton Mifflin Harcourt's expense regarding student confidentiality and data privacy pursuant to State and Federal laws.

Assistant Superintendent for
Information Technology and Operational Innovation

Date

Alicia Kraack

Houghton Mifflin Harcourt

11/20/18

Date