

Iowa

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Indianola Community School District (the “**Local Education Agency**” or “**LEA**”) and Houghton Mifflin Harcourt Publishing Company (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Iowa. Specifically, those laws include Iowa Code §§ 22; Iowa Code §§ 715C, 281 I.A.C. 12.3(4); 41; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-MO-NH-OH-RI-VT-DPA**, Modified Version 1.0, Data Privacy Agreement between the Provider and **Regional School Unit #20** (“Originating LEA”) which is dated **July 26, 2024** (“Originating DPA”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA:
 - a. In Article IV, Section 2, replace with the following: “The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit “A”, or as instructed by the LEA.”
 - b.
 - c. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
 - d. In Article V, Section 1 Data Storage: Iowa does not require all Student Data to be stored within the United States.
 - e. In Exhibit “C” add to the definition of “Student Data” significant information on progress and growth, experiences, interests, aptitudes, attitudes, abilities, part-time employment, and future plans.
3. Provider may, by signing the attached form of “General Offer of Privacy Terms” be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
4. **Notices**. All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Selva Vinothe Mahimaidas Title: SVP Chief Information Officer

Address: 125 High Street, Boston, MA 02110

Email: legalservices@hnhco.com Phone: 617-351-5000

The designated representative for the LEA for this DPA is:

Ray Coffey, Technology Director

1301 East Second Avenue, Indianola, IA 50125

(515) 961-9500 ext. 1512 ray.coffey@indianola.k12.ia.us

Iowa City Community School District

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

Houghton Mifflin Harcourt Publishing Company

By: Ashley Poreda
Ashley Poreda (Last Name, First Name-Initial)

Date: 01/26/2026

Printed Name: Ashley Poreda

Title/Position: Lead Contracts Specialist