STANDARD STUDENT DATA PRIVACY AGREEMENT

TX-NDPA v1r6

School District or LEA

Northside Independent School District

and

Provider

Houghton Mifflin Harcourt Publishing Company

The designated representative for the LEA for this DPA is:

Name: Leann Kidd Title: Exec. Director, Technology

Address: 5734 Farinon Dr., San Antonio, TX 78249

Phone: 210-397-8666 Email: Kris.Trejo@nisd.net

The designated representative for the Provider for this DPA is:

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

Address: 125 High Street, Boston, MA 02110

Phone: 617.351.5415 Email: lisa.jacobson@hmhco.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By: _____ Date: 4-1-24

Printed Name: Leann Kidd Title/Position: Exec. Director

Provider:

By: _____ Date: April 16, 2024

Printed Name: Lisa Jacobson Title/Position: Sr Director, Bids and Contracts

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

    (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
        i.   The name and contact information of the reporting LEA subject to this section.
        ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
        iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

EXHIBIT "A"

DESCRIPTION OF SERVICES

All products on the following platforms: Ed, SAM, Thinkcentral HMOF, Writable, Waggle, Amira, WileyPLUS, Classcraft and VitalSource

Category of Data	Elements	Check if Used by Your System		
	Phone		☐	
Parent/Guardian ID	Parent ID number (created to link parents to students)		☐	
Parent/Guardian Name	First and/or Last		☐	
Schedule	Student scheduled courses		✓	
	Teacher names		✓	
Special Indicator	English language learner information		☐	
	Low income status		☐	
	Medical alerts/ health data		☐	
	Student disability information		☐	
	Specialized education services (IEP or 504)		☐	
	Living situations (homeless/foster care)		☐	
	Other indicator information-Please specify:		☐	
Student Contact Information	Address		☐	
	Email		✓	
	Phone		☐	
Student Identifiers	Local (School district) ID number		✓	
	State ID number		☐	
	Provider/App assigned student ID number		✓	
	Student app username		✓	
	Student app passwords		✓	
Student Name	First and/or Last		✓	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		✓	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		☐	
Student Survey Responses	Student responses to surveys or questionnaires		☐	
Student work	Student generated content; writing, pictures, etc.		✓	
	Other student work data -Please specify:		☐	
Transcript	Student course grades		☐	
	Student course data		☐	

EXHIBIT "B"
SCHEDULE OF DATA
SAM platform

Category of Data	Elements	Check if Used by Your System	
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓	
	Other application technology meta data-Please specify:	☐	
Application Use Statistics	Meta data on user interaction with application	✓	
Assessment	Standardized test scores	✓	
	Observation data	✓	
	Other assessment data-Please specify: Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores	✓	
Attendance	Student school (daily) attendance data	☐	
	Student class attendance data	☐	
Communications	Online communications captured (emails, blog entries)	☐	
Conduct	Conduct or behavioral data	☐	
Demographics	Date of Birth	✓	
	Place of Birth	☐	
	Gender	✓	
	Ethnicity or race	✓	
	Language information (native, or primary language spoken by student)	✓	
	Other demographic information-Please specify: Demographics as specified by the district	✓	
Enrollment	Student school enrollment	✓	
	Student grade level	✓	
	Homeroom	☐	
	Guidance counselor	☐	
	Specific curriculum programs	☐	
	Year of graduation	☐	
	Other enrollment information-Please specify:	☐	
Parent/Guardian Contact Information	Address	✓	
	Email	✓	

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	✓
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application: Please see SAM Data Management Manual: https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Hosting_DMM_7-20.pdf	✓
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

Category of Data	Elements	Check if Used by Your System		
	Phone		☐	
Parent/Guardian ID	Parent ID number (created to link parents to students)		☐	
Parent/Guardian Name	First and/or Last		☐	
Schedule	Student scheduled courses		✓	
	Teacher names		✓	
Special Indicator	English language learner information		✓	
	Low income status		✓	
	Medical alerts/ health data		☐	
	Student disability information		✓	
	Specialized education services (IEP or 504)		✓	
	Living situations (homeless/foster care)			
	Other indicator information-Please specify: (Whatever special indicators the district sees fit to share and report on; it is an option / supported, but is not required.)		✓	
Student Contact Information	Address		☐	
	Email		☐	
	Phone		☐	
Student Identifiers	Local (School district) ID number		✓	
	State ID number		✓	
	Provider/App assigned student ID number		✓	
	Student app username		✓	
	Student app passwords		✓	
Student Name	First and/or Last		✓	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		✓	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		☐	
Student Survey Responses	Student responses to surveys or questionnaires		☐	
Student work	Student generated content; writing, pictures, etc.		✓	
	Other student work data -Please specify: (Notes; Annotations; Highlights)		✓	
Transcript	Student course grades		☐	
	Student course data		✓	

EXHIBIT "B"
SCHEDULE OF DATA
Thinkcentral platform

Category of Data	Elements	Check if Used by Your System	
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓	
	Other application technology meta data-Please specify:	☐	
Application Use Statistics	Meta data on user interaction with application	✓	
Assessment	Standardized test scores	☐	
	Observation data	☐	
	Other assessment data-Please specify: (Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores)	✓	
Attendance	Student school (daily) attendance data	☐	
	Student class attendance data	☐	
Communications	Online communications captured (emails, blog entries)	☐	
Conduct	Conduct or behavioral data	☐	
Demographics	Date of Birth	☐	
	Place of Birth		
	Gender	✓	
	Ethnicity or race	✓	
	Language information (native, or primary language spoken by student)	✓	
	Other demographic information-Please specify:	☐	
Enrollment	Student school enrollment	✓	
	Student grade level	✓	
	Homeroom	☐	
	Guidance counselor	☐	
	Specific curriculum programs	☐	
	Year of graduation	☐	
	Other enrollment information-Please specify: (Class Enrollment	✓	
Parent/Guardian Contact Information	Address	☐	
	Email	☐	

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	✓
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

Category of Data	Elements	Check if Used by Your System	
	Phone	✓	
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐	
Parent/Guardian Name	First and/or Last	✓	
Schedule	Student scheduled courses	✓	
	Teacher names	✓	
Special Indicator	English language learner information	✓	
	Low income status	✓	
	Medical alerts/ health data		
	Student disability information	✓	
	Specialized education services (IEP or 504)	✓	
	Living situations (homeless/foster care)	☐	
	Other indicator information-Please specify: Please refer to the Student Achievement Manager (SAM)Data Management Manualprovided at the following: https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_DMM_3_x.pdf	✓	
Student Contact Information	Address	☐	
	Email	☐	
	Phone	☐	
Student Identifiers	Local (School district) ID number	✓	
	State ID number	☐	
	Provider/App assigned student ID number	✓	
	Student app username	✓	
	Student app passwords	✓	
Student Name	First and/or Last	✓	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	✓	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐	
Student Survey Responses	Student responses to surveys or questionnaires	☐	
Student work	Student generated content; writing, pictures, etc.	☐	
	Other student work data -Please specify:	☐	
Transcript	Student course grades	✓	
	Student course data	✓	

EXHIBIT "B"
SCHEDULE OF DATA
Writable Platform

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify: writing scores	✓
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	✓
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify: (Class enrollment; classes do have a grade level.)	✓
Parent/Guardian Contact Information	Address	☐
	Email	☐

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

Category of Data	Elements	Check if Used by Your System	
	Phone	☐	
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐	
Parent/Guardian Name	First and/or Last	☐	
Schedule	Student scheduled courses	☐	
	Teacher names	☐	
Special Indicator	English language learner information	☐	
	Low income status	☐	
	Medical alerts/ health data	☐	
	Student disability information	☐	
	Specialized education services (IEP or 504)	☐	
	Living situations (homeless/foster care)	☐	
	Other indicator information-Please specify:	☐	
Student Contact Information	Address	☐	
	Email	✓	
	Phone	☐	
Student Identifiers	Local (School district) ID number	☐	
	State ID number	☐	
	Provider/App assigned student ID number	☐	
	Student app username	☐	
	Student app passwords	☐	
Student Name	First and/or Last	✓	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐	
Student Survey Responses	Student responses to surveys or questionnaires	☐	
Student work	Student generated content; writing, pictures, etc.	☐	
	Other student work data -Please specify:	☐	
Transcript	Student course grades	☐	
	Student course data	☐	

EXHIBIT "B"
SCHEDULE OF DATA
Amira Platform

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✔
	Other application technology meta data-Please specify: (Google Analytics; see https://www.amiralearning.com/privacy-policyfor details.)	✔
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify: Anonymous demographic informationmay be collected in the future.	✔
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

Category of Data	Elements	Check if Used by Your System		
	Phone			
Parent/Guardian ID	Parent ID number (created to link parents to students)			
Parent/Guardian Name	First and/or Last			
Schedule	Student scheduled courses			
	Teacher names			
Special Indicator	English language learner information			
	Low income status			
	Medical alerts/ health data			
	Student disability information			
	Specialized education services (IEP or 504)			
	Living situations (homeless/foster care)			
	Other indicator information-Please specify:			
Student Contact Information	Address			
	Email			
	Phone			
Student Identifiers	Local (School district) ID number			
	State ID number			
	Provider/App assigned student ID number			
	Student app username		✓	
	Student app passwords		✓	
Student Name	First and/or Last		✓	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)			
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in			
Student Survey Responses	Student responses to surveys or questionnaires			
Student work	Student generated content; writing, pictures, etc.			
	Other student work data -Please specify:			
Transcript	Student course grades			
	Student course data			

Classcraft

<u>**EXHIBIT "B"**</u>
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data - Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data - Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information - Please specify:	
Enrollment	Student school enrollment	
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Northside Independent School District] ("Originating LEA") which is dated [   ], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: ashley.poreda@hmhco.com

[NAME OF PROVIDER]

BY: Houghton Mifflin Harcourt Publishing Company   Date: April 16, 2024

Printed Name: Lisa Jacobson   *Lisa A. Jacobson*   Title/Position: Sr Director, Bids and Contracts

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Northside Independent School District] and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

Subscribing LEA:

BY:_____ Date:_____

Printed Name:_____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name:_____ Title: _____

Address: _____

Telephone Number:_____ Email:_____

EXHIBIT "G"

Supplemental SDPC State Terms for Texas
Version 1.0

This **Exhibit "G"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between [Northside Independent School District] (the "Local Education Agency" or "LEA") and [Houghton Mifflin Harcourt Publishing Company] (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Covered Data.** All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.

2. **Compliance with Texas Privacy Laws and Regulations.** In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.

3. **Modification to Article III, Section 2 of the DPA.** Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

   ~~Annual Notification of Rights. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.~~
   Consider Provider as School Official. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from the education records received from the LEA.

4. **Modification to Article V, Section 4 of the DPA.** Article V, Section 4 of the DPA (Data Breach.) is amended with the following additions: (6) For purposes of defining an unauthorized disclosure or security breach, this definition specifically includes meanings assigned by Texas law, including applicable provisions in the Texas Education Code and Texas Business and Commerce Code. (7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

EXHIBIT "H"

Additional Terms or Modifications

Version

LEA and Provider agree to the following additional terms and modifications:

Delete 'or placed in a separate student account pursuant to section II 3'.

Replace 'If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D"' with the following 'Upon receipt of a written request from the LEA, Provider will promptly employ Exhibit "D". '

ARTICLE V: DATA PROVISIONS

2. **Audits:** Replace 'ten (10) business days' with 'thirty (30) days' notice'

    Add to the end of the clause: Such audits shall be made during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties.'

3. **Data Security:** Replace 'The provider shall implement an adequate' with 'The provider shall implement a commercially reasonable.'

4. **Data Breach:** Replace 'In the event of an unauthorized release' with 'In the event of an actual unauthorized release'

    Delete from 1. ii. 'or are reasonably believed to have been'

    Add in (2) 'assisting with the LEA's' in front of notification.

    Delete from (3) 'best practices and' and replace with 'commercially reasonable practices and'.

    Delete from (3) 'upon request, with a summary of said written incident response plan' and replace with 'upon written request, with a summary of said written incident response plan containing non-proprietary information.'

    Delete from (4) 'LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.' and replace with 'Only the LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians. Provider is prohibited from directly contacting affected students, parents or guardians.'

    Delete from (5) 'In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.' and replace with 'In the event of a breach originating from LEA's use of the Service that is not attributable to the Provider, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data, but shall not bear any financial responsibility in doing so.'

ARTICLE VII: MISCELLANEOUS

1. **Termination.** Delete 'Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.' and replace with 'Either party may terminate this DPA and any Service Agreement or contract while in effect if the other party materially breaches any terms of this DPA, provided that the other party has been given notice of such breach, in writing, and has had a reasonable period of time, but in no event less than forty-five (45) days, to remedy such breach prior to termination.'