

**ADDENDUM TO AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**POWER SCHOOL GROUP, LLC**  
**FOR ONLINE EDUCATION SERVICES**

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**THIS ADDENDUM (“Addendum”)** to the **Main Services Agreement** entered between the Parties of even date herewith (“Agreement”) is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 W. Main Street, Inverness, Florida 34450, hereinafter referred to as “CCSB” or “School Board” and Power School Group LLC, a Delaware limited liability company whose principal address is 150 Parkshore Dr, Folsom, CA 95630, hereinafter referred to as “Contractor” or “Provider” (each a “Party” and collectively referred to as the “Parties”).

**WHEREAS**, CCSB is interested in utilizing the Contractor’s software license, hosting, implementation, and training services for Performance Matters by Contractor; and

**WHEREAS**, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

**WHEREAS**, Contractor desires to provide their software license, hosting, implementation, and training services for Citrus County Schools.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
- 2. Terms of Agreement.** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2024. Notwithstanding any other termination referenced

herein or attached hereto, the School Board reserves the right to terminate this Agreement pursuant to the terms of PowerSchool MSA section 13.5 (Termination for Non-Appropriation for Governmental Entities Only)..

3. **Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services (“Products” and “Services”) as outlined in Attachment B, PowerSchool Quotes, which is incorporated in the Agreement by reference. Additional services and products may be offered through separate statements of work or proposals, all of which are subject to the terms and conditions of this Agreement and all Exhibits. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibits or attachments, the terms and conditions of this Agreement shall prevail, and the following order of precedence shall be observed:
  - 3.1. This Addendum to the Main Services Agreement.
  - 3.2. Main Services Agreement
  - 3.3. Attachment A – Student Data Privacy Agreement.
  - 3.4. Attachment B – PowerSchool Quotes
  - 3.5. Privacy Policy
4. **Payment & Compensation.** The Contractor shall provide services in accordance with Attachment B, work order the total compensation under this Agreement shall not exceed **one hundred and forty-one thousand, three hundred and fifteen AND 22/100 DOLLARS (\$141,315.22)**. Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.
5. **CCSB Administrator.** The CCSB Administrator assigned to act on behalf of CCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is Director of Research and Accountability, Amy Crowell.
6. **Background Screening:** In the event the requirements include the need for Contractor to visit schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CCSB in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening

required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CCSB to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless CCSB, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

7. **Child Neglect.** The Contractor and its employees shall be subject to the requirements of §39.201, Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline: 1-800-962-2873.
8. **Indemnification.** The Contractor agrees to indemnify, hold harmless and defend CCSB, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which CCSB, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of gross negligence, fraud, or willful misconduct by the Contractor, its agents, or employees; when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including CCSB's property, and injury or death of any person whether employed by the Contractor, CCSB or otherwise.
9. **Insurance.** Contractors and vendors will provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-6 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: CCSB and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB is not named as additional insureds then CCSB reserves the right to terminate this Agreement.

Insurance listed in Section 4 below: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 6 below: All Contractors or vendors providing software shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

All Contractors will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of Section 1 to 6 below. All required insurance must be from insurance carriers that have a rating of "A-" or better and a financial size category of "VII" or higher according to the A. M. Best Company. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Citrus County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or

policies providing the coverage required by this provision. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to insurance required by provision 2.4.

<input type="checkbox"/>	<b>1. Commercial General Liability Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>2. Product Liability and/or Completed Operations Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>3. Automotive Liability:</b>	
	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	<b>4. Workers' Compensation/Employer's Liability:</b>	
	W.C. Limit Required*	Statutory Limits
	E.L. Each Accident	\$500,000
	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
<input checked="" type="checkbox"/>	<b>5. Professional Liability Insurance (Errors and Omissions):</b>	
	For services, goods or projects that will exceed \$1,000,000 in values over a year.	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000
<input checked="" type="checkbox"/>	<b>6. Cyber Liability and Data Storage:</b>	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by

the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

**10. No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

**11. No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties for any matter arising out of this or any other contract.

**12. Access to and Retention of Documentation.** To the extent required by applicable law, the CCSB, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives may have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the CCSB has made final payment and all services have been performed under this Agreement.

**13. Contractor's Public Records.** Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) and Florida Statute §119.0701(2) to the fullest extent applicable.

13.1. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CCSB.

**13.2. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUSSCHOOLS.ORG AND PUBLICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

**14. Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**15. Termination.** Reserved.

**16. Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

**17. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**18. Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

**19. Preparation of Agreement.** The Parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

- 20. Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 21. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 22. Governing Law & Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Citrus County, Florida.
- 23. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 24. Assignment.** Reserved.
- 25. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 26. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 27. Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph.



For the present, the Parties designate the following as the respective places for giving notice:

To CCSB: The School Board of Citrus County, Florida  
c/o Superintendent of Schools  
1007 W. Main Street  
Inverness, Florida 344450

With a Copy to: Director of Research and Accountability  
The School Board of Citrus County, Florida  
1007 W. Main Street  
Inverness, Florida 344450

And

Directory of Technology  
3741 West Educational Path  
Lecanto, Florida 34461

To: Contractor PowerSchool Group, LLC  
Attn: General Counsel  
150 Parkshore Dr.  
Folsom, CA 95630

With a Copy to: [legalnotices@powerschool.com](mailto:legalnotices@powerschool.com)

**28. Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**29. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**30. Excess Funds.** Any party receiving funds paid by CCSB under this Agreement agrees to promptly notify CCSB of any funds erroneously received from CCSB upon the discovery of such erroneous payment or overpayment. Any such excess funds shall

be refunded to CCSB with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by CCSB.

**31. Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of CCSB. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the CCSB.

**32. Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with CCSB policies that are provided to Contractor and within the discretion of the premises administrator (or designee). The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

**33. Copyrights.** Reserved.

**34. Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

34.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

34.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

34.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

34.4. Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

34.5. Contractor agrees to notify CCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions,

convictions, judgments, indictments, informations, or terminations as described in paragraphs 34.1 through 34.4 above, with respect to Contractor or its principals.

**35. Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement between the Contractor and CCSB; Contractor and its officers, employees, agents, representatives, Contractors, and sub-Contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221 and Section 1006.1494, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records, Further, Contractor for itself and its officers, employees, agents, representatives, Contractors, or sub-Contractors, shall fully indemnify and hold the CCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending the CCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the CCSB or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the CCSB arising out of the breach of this covenant by the Contractor, or an officer, employee, agent, representative, Contractor, or sub-Contractor of the Contractor to the extent and only to the extent that the Contractor or an officer, employee, agent, representative, Contractor, or sub-Contractors of the Contractor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221 and Section 1006.1494, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**36. Confidentiality of Data/Information Provided.** CCSB will allow the Contractor access to limited data/information as identified in the Statement of Work as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41, 1002.22, Section 1006.1494 and all other privacy statutes as it relates to data privacy and security. The Contractor shall only use the data and information provided by CCSB for the purpose specified in the Statement of Work, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.

**37. Protection and Handling of Data. Reserved.**

**38. Illegal Alien Labor.** The Parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Parties must not knowingly employ unauthorized aliens working under this Agreement and should such violation occur shall be cause for termination of the Agreement. The Parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this Agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this Agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this Agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

**39. FEDERAL GRANTS TERMS AND CONDITIONS.** For any Agreement that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the Agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

**39.1. Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**39.2. Federal Drug Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

**39.3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the

required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**39.4. Energy Efficiency / Conservation (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**39.5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify CCSB concurrently within 30 days of notice of the violation.

**39.6. Remedies For Violation or Breach of Contract.** Failure of the vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded vendor cannot provide product, CCSB reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting vendor may be responsible for reimbursing CCSB for the price differences.

**39.7. Debarment and Suspension.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**39.8. Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

**39.8.1.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

**39.8.2.** Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**39.8.3.** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

**39.8.4.** Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a Record Retention and access requirements to all records. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 39.8.5. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 39.8.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 39.8.7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 39.8.8. Contractor will include the provisions of paragraphs 39.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 39.9. Copeland "Anti-Kickback" Act (18 U.S.C. 874 And 40 U.S.C. 276c).**  
Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give

up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**39.10. Davis-Bacon Act, as Amended (40 U.S.C. 276A TO A-7).** Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify CCSB concurrently. Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**39.11. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not



apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.


**39.12. Health And Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704).** No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**39.13.** All website or software terms contained in click-through Agreements in connection with Contractors services are disclaimed by CCSB to the extent the terms are in addition to, conflict or are inconsistent with the terms of this Agreement.

**40. Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

School Board:  Douglas A. Dodd, Chairperson  Date: _____	Contractor:   _____ By: Eric Shander Title: Chief Financial Officer Date: November 15, 2023 _____
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**Attachments:** (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Attachment B, Statement of Work or Proposal #, [Title]

Contractor Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

ATTACHMENT A



**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**(NDPA Standard Version 1.0)**

**The School Board of Citrus County, Florida**

**and**

**PowerSchool Group, LLC**

Provider Name

Version: 1r7

*© 2021 Access 4 Learning (A4L) Community All Rights Reserved.*

*This document may only be used by A4L Community members and may not be altered in any substantive manner.*

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:

The School Board of Citrus County, Florida located at 1007 W Main St., Inverness, FL 34450 (the "Local Education Agency" or "LEA")

And

PowerSchool Group, LLC located at 150 Parkshore Dr., Folsom, CA 95630 (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 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, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check Box if Required**
  - If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
  - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)
  - If checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms.
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Douglas A. Dodd Title: Chairperson

Address: 1007 W Main St., Inverness, FL 34450

Phone:352-726-1931Email: doddd@citrussschools.org

The designated representative for the Provider for this DPA is:

Name: Darron Flagg

Title: Chief Compliance & Privacy Officer

Address: 150 Parkshore Dr, Folsom, CA 95630

Phone: (877) 873-1550

Email: privacy@powerschool.com

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

LEA, \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**PowerSchool Group, LLC**

**Name of Provider**



By: \_\_\_\_\_

Date: September 12, 2023

Printed Name: Eric Shander

Title/Position: Chief Financial Officer

**STANDARD CLAUSES**

Version 1.0

**ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

**ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

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 Notifications.** 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

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-identified Data.** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. 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"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.



## 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 "E"**. 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 "E"**. 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.

- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
  - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
  - (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.

#### ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as Exhibit "E"), be bound by the terms of Exhibit "E" to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreement.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

**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.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

**BusinessPlus:** BusinessPlus helps business managers, CFO's, and HR staff manage complex business processes, employees, and workflows, and provides district staff the ability to manage budget, make important allocation decisions, run payroll, and manage employees, vendors, and other third parties in one integrated solution. BusinessPlus is used by larger districts (25K+ enrollment) with extremely complex and highly configurable and customizable workflows and other business functions.

**Ecollect:** Ecollect digitizes forms to support district initiatives. There are no advertisements in the product.

Regarding a clickwrap / clickthrough agreement:

- The product is a plugin within PowerSchool SIS, so any user (regardless of persona) that uses the product would have had to go through the PowerSchool SIS account creation/activation process. Given I'm not a SME on PS SIS, you might want to reach out to Kerry Zinn about what sort of clickwrap / clickthrough agreements are used.
- Beyond that, there is a clickthrough agreement used within Ecollect Forms when the parent is about to use the cloud document attachment feature for the first time – they're required to agree to the cloud doc attach terms before proceeding.

**eFinancePlus:** eFinancePlus helps business managers and HR staff manage complex business processes and workflows making it easier to process departmental tasks across various functions. eFinancePlus lets district staff manage budget, make allocation decisions, run payroll, and manage employees, vendors, and other third parties in one integration solution.

**Enrollment (fka Registration):** Enrollment is an enterprise enrollment product that facilitates student acquisition and registration business process through data collection from parents, administrative workflows, data integration with various SIS's, and lotteries, streamlining related business processes. Registration is a multitenant cloud-based web application.

**Enrollment Express:** Enrollment Express is a student enrollment management system inside SIS.

**eSchoolPlus:** eSchoolPlus SIS solution provides functionality across PowerSchool solutions empowering users to configure the administrative and instructional tools for their unique needs, from managing classroom data and assignments to family engagement, student enrollment and registration, student analytics, and special education.

**Headed2:** By connecting Headed2's college, career, military, and life readiness platform to PowerSchool's industry-leading suite of solutions, students of all ages will benefit from intuitive planning tools designed to help them explore options as they research and prepare for future success.

**Naviance:** Naviance is a college and career readiness platform that Naviance helps students explore goal setting, career interests, academic planning, and college preparation, while operating as the system of

records for schools and districts.

**Performance Matters Analytics:** Performance Matters Analytics provides more insights into school and district performance to identify, monitor and improve student performance. Dashboards provide access to the data needed by customers related to their schools, district and students.

**Performance Matters Assessment:** Performance Matters Assessment offers a districtwide assessment product for curriculum teams to build student assessments for use across schools. Performance Matters Assessment delivers easy scoring methods, consistent assessment across schools, and student learning data.

**PowerSchool SIS:** Our SIS solution provides deep functionality across PowerSchool solutions empowering schools to configure the administrative and instructional tools for their unique needs, from managing classroom data and assignments to family engagement, student enrollment and registration, student analytics, and special education.

**Schoology LMS:** Schoology LMS provides learning management, assessment, and professional development all in one integrated platform.

**Special Education:** Special Education gives special education staff the support they need to simplify case management, collaborate with general education staff, save time, and meet compliance requirements with confidence. This allows special education staff the ability to provide high-quality instruction, services, and appropriate modifications and accommodations for students with disabilities.

**Unified Classroom:** Unified Classroom is a comprehensive software solution that eliminates traditional technology silos (gradebook, LMS, assessment, analytics, student information, and special education)—empowering teachers to manage the entire instructional process more efficiently and from anywhere.

**Unified Insights (aka Hoonuit):** Unified Insights provides a comprehensive analytics platform with actionable insights across key aspects of school and district operations and allows district staff to extract student data, create notifications, gain access with mobile devices, and distribute reports throughout the entire district.

**Unified Talent:** PowerSchool Unified Talent solution gives schools, districts, and boards the tools to attract, hire, support, develop, and retain talent, including: (i) use research-backed hiring tools to quickly find the right educators and staff; (ii) tailoring professional learning with student achievement insights and performance evaluations to maximize growth and teacher retention; (iii) empowering HR staff with a full suite of flexible tools to streamline and automate everyday processes so they can focus on what matters; and (iv) an ability to scale with the customer's existing systems and processes.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Business Plus**

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			
Assessment	Standardized test scores			
	Observation data			
	Other assessment data-Please specify:			
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		x	
	Place of Birth			
	Gender		x	
	Ethnicity or race		x	
	Language information (native, or primary language spoken by student)		<input type="checkbox"/>	
	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			
	Phone			

Category of Data	Elements	Check if Used by Your System	
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	x	
Special Indicator	English language learner information		
	Low income status		
	Medical alerts/ health data		
	Student disability information		
	Specialized education services (IEP or 504)		<input type="checkbox"/>
	Living situations (homeless/foster care)		
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)		<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires		<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.		
	Other student work data -Please specify:		
Transcript	Student course grades		
	Student course data		
	Student course grades/ performance scores		



Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Ecollect**

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

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

Category of Data	Elements	Check if Used by Your System		
	Other transcript data - Please specify:			
Transportation	Student bus assignment	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		
	Student pick up and/or drop off location	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Student bus card ID number	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>			
Other transportation data – Please specify: Ecollect Forms are customizable, so the customer can collect whatever data they want.	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>				
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.	<input type="checkbox"/>		

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**eFinancePlus**

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

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Enrollment**

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: Ex. browser user agent string, selected language		x	
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			
Communications	Online communications captured (emails, blog entries)		x	
Conduct	Conduct or behavioral data			
Demographics	Date of Birth		x	
	Place of Birth		x	
	Gender		x	
	Ethnicity or race		x	
	Language information (native, or primary language spoken by student)		<input type="checkbox"/>	x
	Other demographic information-Please specify: Enrollment's forms are customizable, so the customer can collect whatever data they want.			x
Enrollment	Student school enrollment		x	
	Student grade level		x	
	Homeroom			
	Guidance counselor			
	Specific curriculum programs			
	Year of graduation		x	
	Other enrollment information-Please specify: Enrollment's forms are customizable, so the customer can collect whatever data they want.			x
Parent/Guardian Contact Information	Address		x	
	Email		x	
	Phone		x	



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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify: Enrollment's forms are customizable, so the customer can collect whatever data they want.	x
Other	Please list each additional data element used, stored, or collected by your application: Enrollment's forms are customizable, so the customer can collect whatever data they want.	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Enrollment Express**

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

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

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		x
	Student bus card ID number		
	Other transportation data – Please specify: Enrollment Express' forms are customizable, so the customer can collect whatever data they want.	x	
Other	Please list each additional data element used, stored, or collected by your application: Enrollment Express forms are customizable, so the customer can collect whatever data they want.	x	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>	

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**eSchoolPlus SIS**

Category of Data	Elements	Check if Used by Your System		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other application technology meta data-Please specify: Things like browser version, browser user agent string and selected language are read but not stored or collected.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gender	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	x
Transportation	Student bus assignment	x
	Student pick up and/or drop off location	x
	Student bus card ID number	x
	Other transportation data – Please specify: Student bus card ID number could be a district defined field.	x
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>*Could be a district defined field</p> <p>**Hashed</p>	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>



**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Headed2**

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Naviance**

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

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify: Full PDF transcripts with any transcript content included by each school/district	x
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: Academic summary (GPA, rank, decile), school/district defined student group membership, alumni enrollment in HE institutions (NSC), college interests (search criteria, colleges of interest), college applications (institutions, app type, results, HE enrollment), scholarships (application tracking, awards), career interests, career prep (resume, work based learning opportunities), self discovery assessment results (strengths, interests, personality, etc.), goals and action items, post-secondary planning (milestones, post-secondary path and outcomes)	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Performance Matters**

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:	x	
Application Use Statistics	Meta data on user interaction with application		x
Assessment	Standardized test scores		x
	Observation data		no
	Other assessment data-Please specify:		
Attendance	Student school (daily) attendance data		*
	Student class attendance data		*
Communications	Online communications captured (emails, blog entries)		no
Conduct	Conduct or behavioral data		*
Demographics	Date of Birth		*
	Place of Birth		no
	Gender		*
	Ethnicity or race		*
	Language information (native, or primary language spoken by student)		<input type="checkbox"/> *
	Other demographic information-Please specify:		
Enrollment	Student school enrollment		x
	Student grade level		x
	Homeroom		x
	Guidance counselor		*
	Specific curriculum programs		*
	Year of graduation		*
	Other enrollment information-Please specify: <b>All enrolled classes are captured: Teacher, Course, Name, Section name</b>	X	
Parent/Guardian Contact Information	Address		*
	Email	*	
	Phone		*

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



Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	*
Transportation	Student bus assignment	no
	Student pick up and/or drop off location	no
	Student bus card ID number	no
	Other transportation data – Please specify:	no
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.	<input type="checkbox"/>

**\*Not required but can be sent by district. Decisions point by district to choose to share data elements or not for reporting against student measures.**

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**PowerSchool SIS**

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

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	x
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p><b>Fee balance</b></p> <p><b>*Track date and time of access, IP address by user to detect changes in usage patterns.</b></p>	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Schoology LMS**

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

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Special Programs/Special Education**

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



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

Category of Data	Elements	Check if Used by Your System		
	Other transcript data - Please specify:			
Transportation	Student bus assignment		x	
	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.	<input type="checkbox"/>		

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Unified Classroom**

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

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Unified Insights (aka Hoonuit)**

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

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

Category of Data	Elements	Check if Used by Your System	
	Other transcript data - Please specify:		
Transportation	Student bus assignment		x
	Student pick up and/or drop off location		x
	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.	<input data-bbox="1341 1753 1386 1800" type="checkbox"/>	



**EXHIBIT "B"**  
**SCHEDULE OF DATA**  
**Unified Talent**

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

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

**EXHIBIT C**  
**DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31 (b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**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 "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

Citrus County School District Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**Categories of data**

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**Describe here or attach special instructions**

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By [Insert Date]

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Citrus County School District ("Originating LEA") which is dated September 12, 2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through the 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; (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: legalnotices@powerschool.com.

PowerSchool Group LLC  
Name of Provider

BY: 

Date: September 12, 2023

Printed Name: Eric Shander

Title/Position: Chief Financial Officer

**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 \_\_\_\_\_ and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII SECTION 5.\*\***

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT "F"****DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks**

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

## Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input checked="" type="checkbox"/>	International Standards Organization (ISO)	Information technology – Security techniques – information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, -FAR/DFAR)



**EXHIBIT "G"**

**Supplemental SDPC State Terms for [State]**

Version 1.0

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (Exhibit "H" in this proposed structure).]

NONE

**EXHIBIT "H"****Additional Terms or Modifications**

Version 1

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

Notwithstanding anything in the contrary in the DPA or other Exhibits thereto, LEA and Provider agree to the following terms and modifications:

1. With respect to the DPA's **STANDARD CLAUSES**:

1.1. **Article II, ¶ 1. (Student Data Property of LEA)** is amended by striking ", including any modifications or additions or any portion thereof from any source,"

1.2. **Article IV, ¶ 3. (Provider Employee Obligation)** is amended by striking the first sentence and replacing it with the following:

"Provider shall require all of Provider's employees and agents who have access to Student Data to comply in a manner consistent with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement."

1.3. **Article IV, ¶ 4. (No Disclosure)** is amended by striking the word "of" and replacing with the word "or" in the sentence "This prohibition against disclosure shall not apply to aggregate summaries of Deidentified information."

1.4. **Article IV, ¶ 5. (De-Identified Data)** is amended by striking "and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer."

1.5. **Article V, ¶ 2 (Audits)** is amended as follows:

1.5.1 By removing the first sentence in the paragraph: "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" and replacing it with: "Provider's security compliance is assessed by independent third-party auditors. Upon LEA agreeing to an NDA, Provider shall provide access to information regarding Provider's ISO 27001:2103 certification and SOC II Reports. To the extent that Provider discontinues a third- party audit, Provider will adopt or maintain an equivalent industry-recognized security standard."

1.5.2 In the second sentence should read as follows:

"The Provider will cooperate reasonably with local, state, or federal agency with oversight authority or jurisdiction in connection with any investigation of the Provider and/or delivery of Services to students and/or LEA."

1.6.3 The last sentence replaces the word "shall" with the word "may".

1.6. **Article V, ¶ 4 (Data Breach) Section (5)** the word "reasonably" is added in front of the word "cooperate".

1.7. **Article VII, ¶ 1 (Termination)** the second sentence should read "Either party may terminate this DPA and any service agreement or contract if the other party materially

breaches any terms of this DPA, and the breaching party fails to cure within 30 days after written notice of the breach."

1.8. **Article VII, ¶ 3 (Priority of Agreements)** the second sentence should read "In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, or writing between Provider and LEA, the terms of this DPA shall apply and take precedence."

1.9. **Article VII, ¶ 7 (Successors Bound)** is amended by striking the entire paragraph and replacing it with "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."

1.10. **Article VII, ¶ 8 (Authority)** is amended by striking the entire paragraph and replacing it with "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."


2. With respect to the DPA's **EXHIBIT "C" DEFINITIONS**:

2.1 **Metadata**: is amended by adding a "." between the first and second sentences.

2.2 **Student Data**: is amended by striking the sentence "Student Data includes Meta Data."

2.3 **Targeted Advertising**: is amended by adding "or a higher education institution's response to a student's search for higher education institutions using an LEA provided student account." at the end of the paragraph.

**Attachment B**

	150 Parkshore Dr. Folsom, CA 95630 Remit Email: kathy.morash@powerschool.com Quote Date: 3-MAR-2023 Quote #: O-742918-2
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Prepared By: Kathy Morash  
 Customer Name: Citrus County School District  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2023  
 End Date: 30-JUN-2024  
 Billing Frequency: Annually

Customer Contact: Amy Crowell  
 Title: Superintendent  
 Address: 1007 W Main St  
 City: Inverness  
 State/Province: Florida  
 Zip Code: 34450  
 Phone #: (352)726-1931

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				

PowerSchool Performance Matters Assessment	15,203.00	Students	USD 117,671.22
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License and Subscription Totals: **USD 117,671.22**

Quote Total	
<b>Initial Term</b>	<b>1-JUL-2023 - 30-JUN-2024</b>
<b>Amount To Be Invoiced</b>	<b>USD 117,671.22</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Citrus County School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 13-JAN-2023

Date:

PO Number: \_\_\_\_\_



Remit Email: ana.espinosa-romero@powerschool.com  
 Quote Date: 31-OCT-2023  
 Quote #: Q-858189-1

Sales Quote - This Is Not An Invoice

Prepared By: Ana Espinoza Romero  
 Customer Name: Citrus County School District  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2023  
 End Date: 30-JUN-2024  
 Billing Frequency: Annually

Customer Contact: Amy Crowell  
 Title: Superintendent  
 Address: 1007 W Main St  
 City: Inverness  
 State/Province: Florida  
 Zip Code: 34450  
 Phone #: (352)726-1931

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool Item Bank		15,300.00	Students	USD 22,644.00
PowerSchool Performance Matters Pre-Built Assessments		15,300.00	Students	USD 0.00
PowerSchool Performance Matters Soft Skills Survey		15,300.00	Students	USD 0.00
License and Subscription Totals:				<b>USD 22,644.00</b>

Quote Total	
Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 22,644.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

"By either (i) executing this Quote or (ii) accessing the services described herein, you agree that such services will automatically renew for succeeding periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless otherwise terminated in accordance with such terms and conditions."

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Citrus County School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 30-OCT-2023

Date:

PO Number: \_\_\_\_\_