

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Community High School District 99

and

Provider

PowerSchool Group LLC

Date

05/19/2021

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:

[Community High School District 89], located at [6301 Springme Ave.,
Dovers Grove, IL 60516] (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 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 years. Exhibit E will expire 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: Rod Rousseau, CISSP, CISM, CETL, CDPSE Title: Director of Technology & Information Services

Address: 6301 Springside Avenue, Downers Grove, IL 60516

Phone: 630-795-7131 Email: rrousseau@csd99.org

The designated representative for the Provider for this DPA is:

Name: Darron Flagg Title: General Counsel

Address: 150 Parkshore Drive, Folsom, CA 95630

Phone: 877-873-1550 Email: legal@powerschool.com

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

LEA: Community High School District 99

DocuSigned by:
By: Rod Rousseau Date: 05/19/2021

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Printed Name: Rod Rousseau, CISSP, CISM, CETL, CDPSE Title/Position: Director of Technology & Information Services

Provider: PowerSchool Group LLC

DocuSigned by:
By: Philip Radmilovic Date: 5/20/2021

170B9E005E66422...
Printed Name: Philip Radmilovic Title/Position: Vice President, Treasurer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

- 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 these 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
- 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"**.
- 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

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

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect 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 set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - 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 Agreements.** 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.

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 multi-tenant 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.

iNOW SIS: iNOW SIS combines the capabilities of a SIS, LMS, app store, and prescriptive learning engine into one comprehensive student platform.

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.

Schedule of Data

Ecollect

Element	Check If Used
IP Addresses of users; Use of Cookies; etc.	X
Other application technology meta data-Please specify:	
Meta Data on user interaction with application	
Standardized test Scores	
Observation Data	
Other assessment data-Please specify:	
Student School (daily) attendance data	
Student class attendance data	
Online Communications that are captured (emails, blog entries)	X
Conduct or behavioral data	X
Date of Birth	X
Place of Birth	X
Gender	X
Ethnicity or race	X
Language information (native, or primary language spoken by student)	X
Other demographic information-Please specify:	X
Student School Enrollment	X
Student grade level	X
Homeroom	
Guidance counselor	
Specific curriculum programs	
Year of graduation	X
Other enrollment information - Please specify:	X
Address	X
Email	X
Phone	X
Parent ID number (created to link parents to students)	X
First and/or Last	X
Student scheduled courses	
Teacher names	
English Language Learner information	X
Low income status	X
Medical alerts/health data	X
Student disability information	X
Specialized education services (IEP or 504)	X
Living situations (Homeless/foster care)	X
Other indicator information-Please specify:	X
Address	X
Email	X
Phone	X
Local (school district) ID number	X
State ID number	X
Provider/app assigned student ID number	X
Student app username	X
Student app password	X
First and/or Last	X
Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Academic or extracurricular activities a student may belong to or participate in	X
Responses to surveys or questionnaires	X
Student generated content; writing, pictures, etc.	
Other student work data-Please specify:	
Student course grades	
Student course data	
Students course grades/ performance scores	
Other transcript data-Please specify:	
Student bus assignment	
Student pick up and/or drop off location	X
Student bus card ID number	
Other transportation data-Please specify:	X
Please list each additional data element used, stored, or collected by your application:	X
No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Ecollect Forms' forms are customizable, so the customer can collect whatever data they want.

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Enrollment (fka Registration)

Category of Data	Element	Check If used	
Application Technology (Meta Data)	IP Addresses of users; Use of Cookies, etc.	X	Ex: browser user agent string, selected language
	Other application technology meta data-Please specify:	X	
Application Use Statistics	Meta Data on user interaction with application	X	
	Standardized test Scores		
Assessment	Observation Data		
	Other assessment data-Please specify:		
Attendance	Student School (daily) attendance data		
	Student class attendance data		
Communication Data	Online Communications that are captured (emails, blog entries)	X	
	Conduct or behavioral data		
Demographic	Date of Birth	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Place of Birth		
	Gender	X	
	Ethnicity or race	X	
	Language information (native, or primary language spoken by student)	X	
	Other demographic information-Please specify:	X	
	Student School Enrollment	X	
	Student grade level	X	
	Homeroom		
	Guidance counselor		
Enrollment	Specific curriculum programs		Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Year of graduation	X	
Enrollment	Other enrollment information - Please specify:	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Address	X	
Enrollment	Email	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Phone	X	
Enrollment	Parent ID number (created to link parents to students)	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	First and/or Last	X	
Enrollment	Student scheduled courses		Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Teacher names		
Enrollment	English Language Learner information	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Low income status	X	
Enrollment	Medical alerts/health data	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student disability information	X	
Enrollment	Specialized education services (IEP or 504)	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Living situations (Homeless/foster care)	X	
Enrollment	Other Indicator information-Please specify:	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Address	X	
Enrollment	Email	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Phone	X	
Enrollment	Local (school district) ID number	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	State ID number	X	
Enrollment	Provider/App assigned student ID number	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student app username	X	
Enrollment	Student app password	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	First and/or Last	X	
Student's Work	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		Ex: essay or artwork for an application
	Academic or extracurricular activities a student may belong to or participate in		
Student's Work	Responses to surveys or questionnaires		Ex: essay or artwork for an application
	Student generated content: writing, pictures, etc.	X	
Student's Work	Other student work data -Please specify:	X	Ex: essay or artwork for an application
	Student course grades		
Student's Work	Student course data		Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student course grades/performance scores		
Student's Work	Other/transcript data-Please specify:		Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student bus assignment	X	
Transportation	Student pick up and/or drop off location	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Student bus card ID number	X	
Transportation	Other transportation data-Please specify:	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.
	Please list each additional data element used, stored, or collected by your application:	X	
Other	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	X	Enrollment's forms are customizable, so the customer can collect whatever data they want.

Enrollment Express

Element	Check If Used
IP Addresses of Users, Use of Cookies, etc.	<input type="checkbox"/>
Other application technology/meta data-Please specify:	<input type="checkbox"/>
Meta Data on user interaction with application	<input checked="" type="checkbox"/>
Standardized test scores	<input type="checkbox"/>
Observation Data	<input type="checkbox"/>
Other assessment data-Please specify:	<input type="checkbox"/>
Student School (daily) attendance data	<input type="checkbox"/>
Student class attendance data	<input type="checkbox"/>
Online Communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct or behavioral data	<input type="checkbox"/>
Date of Birth	<input checked="" type="checkbox"/>
Place of Birth	<input checked="" type="checkbox"/>
Gender	<input checked="" type="checkbox"/>
Ethnicity or race	<input checked="" type="checkbox"/>
Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
Other demographic information-Please specify:	<input checked="" type="checkbox"/>
Student School Enrollment	<input checked="" type="checkbox"/>
Student grade level	<input checked="" type="checkbox"/>
Homeroom	<input type="checkbox"/>
Guidance counselor	<input type="checkbox"/>
Specific curriculum programs	<input type="checkbox"/>
Year of graduation	<input checked="" type="checkbox"/>
Other enrollment information - Please specify:	<input checked="" type="checkbox"/>
Address	<input checked="" type="checkbox"/>
Email	<input checked="" type="checkbox"/>
Phone	<input checked="" type="checkbox"/>
Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
First and/or Last	<input checked="" type="checkbox"/>
Student scheduled courses	<input type="checkbox"/>
Teacher names	<input type="checkbox"/>
English Language Learner information	<input type="checkbox"/>
Low Income status	<input 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 checked="" type="checkbox"/>
Other indicator information-Please specify:	<input checked="" type="checkbox"/>
Address	<input checked="" type="checkbox"/>
Email	<input checked="" type="checkbox"/>
Phone	<input checked="" type="checkbox"/>
Local (school district) ID number	<input type="checkbox"/>
State ID number	<input type="checkbox"/>
Provider/App assigned student ID number	<input type="checkbox"/>
Student app username	<input type="checkbox"/>
Student app password	<input type="checkbox"/>
First and/or Last	<input type="checkbox"/>
Program/application performance (Typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Responses to surveys or questionnaires	<input type="checkbox"/>
Student generated content: writing, pictures, etc.	<input type="checkbox"/>
Other student work data-Please specify:	<input type="checkbox"/>
Student course grades	<input type="checkbox"/>
Student course data	<input type="checkbox"/>
Student course grades/ performance scores	<input type="checkbox"/>
Other transcript data-Please specify:	<input type="checkbox"/>
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:	<input type="checkbox"/>
Please list each additional data element used, stored, or collected by your application:	<input checked="" type="checkbox"/>
No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

Enrollment Express's forms are customizable, so the customer can collect whatever data they want.

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eSchoolPlus SIS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Data/Analytics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	X
Attendance	Other assessment data-Please specify:	X
	Student School (daily) attendance data	X
Communication	Student class attendance data	X
	Online Communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
	Date of Birth	X
Demographic	Place of Birth	X
	Gender	X
Enrollment	Ethnicity or race	X
	Language Information (native, or primary language spoken by student)	X
Enrollment	Other demographic information-Please specify:	X
	Student School Enrollment	X
Enrollment	Student grade level	X
	Homeroom	X
Enrollment	Guidance counselor	X
	Specific curriculum programs	X
Enrollment	Year of graduation	X
	Other enrollment information - Please specify:	X
Enrollment	Address	X
	Email	X
Enrollment	Phone	X
	Parent ID number (created to link parents to students)	X
Enrollment	First and/or Last	X
	Student scheduled courses	X
Enrollment	Teacher names	X
	English Language Learner information	X
Enrollment	Low income status	X
	Medical alerts/health data	X
Enrollment	Student disability information	X
	Specialized education services (IEP or 504)	X
Enrollment	Living situations (Homeless/foster care)	X
	Other indicator information-Please specify:	X
Enrollment	Address	X
	Email	X
Enrollment	Phone	X
	Local (school district) ID number	X
Enrollment	State ID number	X
	Provider/App assigned student ID number	X
Enrollment	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
	Academic or extracurricular activities a student may belong to or participate in	X
Student Performance	Responses to surveys or questionnaires	
	Student generated content; writing, pictures, etc.	X
Student Performance	Other student work data -Please specify:	X
	Student course grades	X
Student Performance	Student course data	X
	Student course grades/ performance scores	X
Student Performance	Other transcript data-Please specify:	X
	Student bus assignment	X
Student Performance	Student pick up and/or drop off location	X
	Student bus card ID number	X
Student Performance	Other transportation data-Please specify:	X
	Please list each additional data element used, stored, or collected by your application:	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

things like browser version, browser user agent string and selected language are read but not stored or collected

could be a district defined field

hashed

could be a district defined field
could be a district defined field

INOW SIS

Category of Data	Element	Check if used
Application Technology Meta Data	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta Data on user interaction with application	X
Assessment	Standardized test Scores	X
	Observation Data	
	Other assessment data-Please specify:	POSSIBLE
Attendance	Student School (daily) attendance data	X
	Student class attendance data	X
Communications	Online Communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
	Date of Birth	X
	Place of Birth	POSSIBLE
Demographics	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
	Student School Enrollment	X
	Student grade level	X
Enrollment	Homeroom	X
	Guidance counselor	X
	Specific curriculum programs	X
	Year of graduation	X
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X
	Parent ID number (created to link parents to students)	X
	First and/or Last	X
Records	Student scheduled courses	X
	Teacher names	X
Special Indicators	English Language Learner information	X
	Low-income status	POSSIBLE
	Medical alerts/health data	X
	Student disability information	POSSIBLE
	Specialized education services (IEP or 504)	X
	Living situations (Homeless/foster care)	POSSIBLE
	Other indicator information-Please specify:	
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	POSSIBLE
	Student app username	X
	Student app password	X
Student Name	First and/or Last	X
Student's App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	POSSIBLE
Student's Program Involvement	Academic or extracurricular activities a student may belong to or participate in	POSSIBLE
Student's Survey Responses	Responses to surveys or questionnaires	POSSIBLE
Student Work	Student generated content; writing, pictures, etc.	POSSIBLE
	Other student work data -Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/ performance scores	X
	Other transcript data-Please specify:	
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	X
	Student bus card ID number	POSSIBLE
	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.	

Naviance

	Element	Check if used
	If Addressed or stated, use of Conflicts, etc.	<input checked="" type="checkbox"/>
	Other application/technology/ tools (Please specify)	<input checked="" type="checkbox"/>
	Meta Data on user interaction with application	<input checked="" type="checkbox"/>
	Standardized test scores	<input checked="" type="checkbox"/>
	Observation Data	<input checked="" type="checkbox"/>
	Other assessment data- Please specify	<input checked="" type="checkbox"/>
	Student School (s) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
	Online Communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
	Conduct or behavioral data	<input checked="" type="checkbox"/>
	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information- Please specify: citizenship	<input checked="" type="checkbox"/>
	Student School Enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeschool	<input checked="" type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum program	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information- Please specify:	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
	First and/or Last	<input checked="" type="checkbox"/>
	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
	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"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
	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 user name	<input checked="" type="checkbox"/>
	Student app password	<input checked="" type="checkbox"/>
	First and/or Last	<input checked="" type="checkbox"/>
	Program/evaluation performance (typing program- student types 60 words, reading program- student reads below grade level)	<input checked="" type="checkbox"/>
	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
	Responses to surveys or questionnaires	<input checked="" type="checkbox"/>
	Student generated content: writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student event data- Please specify:	<input checked="" type="checkbox"/>
	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transfer data- Please specify for year transferring with and transfer recipient included by each school/district	<input checked="" type="checkbox"/>
	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>
	Other transportation data- Please specify:	<input checked="" type="checkbox"/>
	Please list each additional data element used, stored, or reflected by your application: academic summary (GPA, rank, deciles), school/district defined student group membership, current enrollment in HE institutions (HS), self-reflection exercises (strengths, college of interest, career aspirations (institutions, app type, results, HE enrollment), scholarships (application tracking, awards), career milestones, career goal timeline, work based learning opportunities, self-reflection based on results (strengths, interests, personality, etc.), goals and action items, post-secondary planning (milestones, post-secondary path and outcomes)	<input checked="" type="checkbox"/>
	No Student Data collected at this time. Provider will immediately notify LEA if the designation is no longer applicable	<input checked="" type="checkbox"/>

Performance Matters

	Element	Check if used
	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	X
	Meta Data on user interaction with application	X
	Standardized test scores	X
	Observation Data	No
	Other assessment data-Please specify:	X
	Student School (daily) attendance data	*
	Student class attendance data	*
	Online Communications that are captured (emails, blog entries)	No
	Conduct or behavioral data	*
	Date of Birth	*
	Place of Birth	No
	Gender	*
	Ethnicity or race	*
	Language information (native, or primary language spoken by student)	*
	Other demographic information-Please specify:	
	Student School Enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	*
	Specific curriculum programs	*
	Year of graduation	*
	Other enrollment information - Please specify:	All enrolled classes are captured Teacher, Course Name, Section Name
	Address	
	Email	
	Phone	*
	Parent ID number (created to link parents to students)	
	First and/or Last	
	Student scheduled courses	X
	Teacher names	X
	English Language Learner Information	
	Low income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (Homeless/Foster Care)	*
	Other indicator information-Please specify:	
	Address	*
	Email	No
	Phone	No
	Local (school district) ID number	X
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app password	X
	First and/or Last	X
	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
	Academic or extracurricular activities a student may belong to or participate in	No
	Responses to surveys or questionnaires	*
	Student generated content: writing, pictures, etc.	
	Other student work data -Please specify:	
	Student course grades	*
	Student course data	*
	Student course grades/ performance scores	*
	Other transcript data-Please specify:	*
	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
	Please list each additional data element used, stored, or collected by your application:	
	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

X = Used
 * Not required but can be sent by district. Decision point by district to choose to share this data element or not for reporting against student measures

PowerSchool SIS

Element	Check if used	
IP Addresses of users, Use of Cookies, etc.	X	
Other application technology meta data-Please specify:	X	browser and browser version
Meta Data on user interaction with application	X	Track date and time of access, IP address by user to detect changes in usage patterns
Standardized test Scores	X	possible state extensions
Observation Date	X	
Other assessment data-Please specify:	X	
Student School (daily) attendance data	X	possible state extensions
Student class attendance data	X	Possible state extensions
Online Communications that are captured (emails, blog entries)	X	
Conduct or behavioral data	X	possible state extensions
Date of Birth	X	
Place of Birth	X	
Gender	X	
Ethnicity or race	X	some state specific solutions
Language information (native, or primary language spoken by student)	X	varies by state
Other demographic information-Please specify:	X	student photo
Student School Enrollment	X	some states support concurrent enrollment
Student grade level	X	
Homeroom	X	some state specific solutions
Guidance counselor	X	
Specific curriculum programs	X	
Year of graduation	X	
Other enrollment information - Please specify:	X	District Entry Date, Entry Grade Level, Exit Code
Address	X	
Email	X	
Phone	X	
Parent ID number (created to link parents to students)	X	
First and/or last	X	
Student scheduled courses	X	
Teacher names	X	
English Language Learner Information	X	varies by state
Low Income status	X	varies by state
Medical alerts/health data	X	
Student disability information	X	possible state extensions
Specialized education services (IEP or 504)	X	varies by state
Living situations (Homeless/foster care)	X	varies by state
Other indicator information-Please specify:	X	
Address	X	
Email	X	
Phone	X	
Local (school district) ID number	X	
State ID number	X	
Provider/App assigned student ID number	X	
Student app username	X	
Student app password	X	
First and/or last	X	
Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X	
Academic or extracurricular activities a student may belong to or participate in	X	possible state extensions
Responses to surveys or questionnaires	X	
Student generated content, writing, pictures, etc.	X	
Other student work data-Please specify:	X	
Student course grades	X	
Student course data	X	
Student course grades/ performance scores	X	
Other transcript data-Please specify:	X	
Student bus assignment	X	
Student pick up and/or drop off location	X	Application is customizable, but this is not collected in the core product
Student bus card ID number	X	Application is customizable, but this is not collected in the core product
Other transportation data-Please specify:	X	Application is customizable, but this is not collected in the core product
Please list each additional data element used, stored, or collected by your application:	X	fee balance
No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	X	

Schoology LMS

Element	Check if used
IP Addresses of users; Use of Cookies, etc.	X
Other application technology meta data-Please specify:	
Meta Data on user interaction with application	X
Standardized test Scores	
Observation Data	X
Other assessment data-Please specify:	X
Student School (daily) attendance data	
Student class attendance data	X
Online Communications that are captured (emails, blog entries)	X
Conduct of behavioral data	
Date of Birth	X
Place of Birth:	
Gender:	X
Ethnicity or race	
Language information (native, or primary language spoken by student)	
Other demographic information-Please specify:	
Student School Enrollment	X
Student grade level:	
Homeroom	X
Guidance counselor	
Specific curriculum programs	
Year of graduation	X
Other enrollment information - Please specify:	
Address:	
Email	X
Phone	X
Parent ID number (created to link parents to students)	X
First and/or Last	X
Student scheduled courses	X
Teacher names	X
English Language Learner Information	
Low income status	
Medical alerts/health data	
Student disability information	
Specialized education services (IEP or 504)	
Living situations (Homeless/foster care)	
Other indicator information-Please specify:	
Address:	
Email	X
Phone	X
Local (school district) ID number	
State ID number	
Provider/App assigned student ID number	X
Student app username	X
Student app password	X
First and/or Last	X
Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Academic or extracurricular activities a student may belong to or participate in	X
Responses to surveys or questionnaires	X
Student generated content; writing, pictures, etc.	X
Other student work data - Please specify:	
Student course grades	X
Student course data	X
Student course grades/ performance scores	X
Other transcript data-Please specify:	
Student bus assignment	
Student pick up and/or drop off location	
Student bus card ID number	
Other transportation data-Please specify:	
Please list each additional data element used, stored, or collected by your application:	
No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Special Programs/Special Education

	Element	Check if used
Application Technology (Web Site)	IP Addresses of users, Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Data	Meta Data on user interaction with application:	X
	Standardized test Scores	X
Assessment	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communication	Online Communications that are captured (emails, blog entries)	
	Conduct or behavioral data	X
Demographic Information	Date of Birth	X
	Place of Birth	
Enrollment	Gender	X
	Ethnicity or race	X
Language	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
School Information	Student School Enrollment	X
	Student grade level	X
Academic Programs	Homeroom:	
	Guidance counselor	
Curriculum	Specific curriculum programs	
	Year of graduation	X
Other Enrollment Information	Other enrollment information - Please specify:	
	Address	X
Contact Information	Email	X
	Phone	X
Parent Information	Parent ID number (created to link parents to students)	
	First and/or Last	X
Courses	Student scheduled courses	
	Teacher names	X
Language Learner	English Language Learner Information	X
	Low income status	
Medical	Medical alerts/health data	
	Student disability information	X
Specialized Services	Specialized education services (IEP or 504)	X
	Living situations (Homeless/foster care)	X
Other Indicator Information	Other indicator information-Please specify:	Migrant status
	Address	X
Contact Information	Email	X
	Phone	X
Local/State ID	Local (school district) ID number	X
	State ID number	X
Provider/Student ID	Provider/App assigned student ID number	X
	Student app username	X
Student App	Student app password	X
	First and/or Last	X
Program/Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
	Academic or extracurricular activities a student may belong to or participate in	X
Surveys	Responses to surveys or questionnaires	
	Student generated content: writing, pictures, etc.	
Work Data	Other student work data-Please specify:	
	Student course grades	
Course Data	Student course data	
	Student course grades/performance scores	
Transcript	Other transcript data-Please specify:	
	Student bus assignment	X
Transportation	Student pick up and/or drop off location	
	Student bus card ID number	
Other Transportation	Other transportation data-Please specify:	
	Please list each additional data element used, stored, or collected by your application:	
Additional Information	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Classroom

Category	Element	Check If used
Application Technology	IP Addresses of users; Use of Cookies, etc.	X
	Other application technology meta data-Please specify:	
Assessment	Meta Data on user interaction with application	X
	Standardized test Scores	
Assessment	Observation Data	X
	Other assessment data-Please specify:	
Assessment	Student School (daily) attendance data	
	Student class attendance data	X
Assessment	Online Communications that are captured (emails, blog entries)	X
	Conduct or behavioral data	
Assessment	Date of Birth	X
	Place of Birth	
Assessment	Gender	X
	Ethnicity or race	
Assessment	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Assessment	Student School Enrollment	X
	Student grade level	X
Assessment	Homeroom	X
	Guidance counselor	X
Assessment	Specific curriculum programs	X
	Year of graduation	
Assessment	Other enrollment information - Please specify:	
	Address	
Assessment	Email	X
	Phone	X
Assessment	Parent ID number (created to link parents to students)	X
	First and/or Last	X
Assessment	Student scheduled courses	X
	Teacher names	X
Assessment	English Language Learner information	
	Low income status	
Assessment	Medical alerts/health data	X
	Student disability information	X
Assessment	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
Assessment	Other indicator information-Please specify:	
	Address	
Assessment	Email	X
	Phone	X
Assessment	Local (school district) ID number	X
	State ID number	X
Assessment	Provider/App assigned student ID number	
	Student app username	X
Assessment	Student app password	X
	First and/or Last	X
Assessment	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
	Academic or extracurricular activities a student may belong to or participate in	X
Assessment	Responses to surveys or questionnaires	
	Student generated content; writing, pictures, etc.	X
Assessment	Other student work data -Please specify:	
	Student course grades	
Assessment	Student course data	
	Student course grades/ performance scores	
Assessment	Other transcript data-Please specify:	
	Student bus assignment	
Assessment	Student pick up and/or drop off location	
	Student bus card ID number	
Assessment	Other transportation data-Please specify:	
	Please list each additional data element used, stored, or collected by your application:	
Assessment	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Unified Insights - Hoonuit

Element	Check If used
IP Addresses of users, Use of Cookies, etc.	
Other application technology meta data- Please specify:	
Meta Data on user interaction with application	X
Standardized test Scores	X
Observation Data	
Other assessment data- Please specify:	
Student School (daily) attendance data	X
Student class attendance data	X
Online Communications that are captured (emails, blog entries)	
Conduct or behavioral data	X
Date of Birth	X
Place of Birth	X
Gender	X
Ethnicity or race	X
Language information (native, or primary language spoken by student)	X
Other demographic information- Please specify:	X
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:	
Address	
Email	
Phone	
Parent ID number (created to link parents to students)	
First and/or Last	
Student scheduled courses	X
Teacher names	X
English Language Learner information	
Low income status	X
Medical alert/health data	X
Student disability information	X
Specialized education services (IEP or 504)	X
Living situations (Homeless/foster care)	X
Other indicator information- Please specify:	
Address	X
Email	X
Phone	X
Local (school district) ID number	X
State ID number	X
Provider/App assigned student ID number	
Student app username	
Student app password	
Student Name	X
First and/or Last	X
Program/Application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Academic or extracurricular activities a student may belong to or participate in	X
Responses to surveys or questionnaires	X
Student generated content, writing, pictures, etc.	
Other student work data- Please specify:	
Student course grades	X
Student course data	X
Student course grades/ performance scores	X
Other transcript data- Please specify:	
Student bus assignment	X
Student pick up and/or drop off location	X
Student bus card ID number	
Other transportation data- Please specify:	
Please list each additional data element used, stored, or collected by your application:	
No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

unified Talent

Category of Data	Element	Check if used
Application	IP Addresses of users, Use of Cookies, etc.	x
	Other application technology meta data-Please specify:	
Assessment	Meta Data on user interaction with application	x
	Standardized test Scores	
Assessment	Observation Data	
	Other assessment data-Please specify:	
Attendance	Student School (daily) attendance data	
	Student class attendance data	
Communication	Online Communications that are captured (emails, blog entries)	
	Conduct or behavioral data	
Demographic	Date of Birth	
	Place of Birth	
Demographic	Gender	
	Ethnicity or race	
Demographic	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student School Enrollment	
	Student grade level	
Enrollment	Homeroom	
	Guidance counselor	
Enrollment	Specific curriculum programs	
	Year of graduation	
Enrollment	Other enrollment information - Please specify:	
	Address	
Enrollment	Email	
	Phone	
Enrollment	Parent ID number (created to link parents to students)	
	First and/or Last	
Enrollment	Student scheduled courses	
	Teacher names	
Enrollment	English Language Learner information	
	Low-income status	
Enrollment	Medical alerts/health data	
	Student disability information	
Enrollment	Specialized education services (IEP or 504)	
	Living situations (Homeless/foster care)	
Enrollment	Other Indicator information-Please specify:	
	Address	
Enrollment	Email	
	Phone	
Enrollment	Local (school district) ID number	
	State ID number	
Enrollment	Provider/App assigned student ID number	
	Student app username	
Enrollment	Student app password	
	First and/or Last	
Student Name	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
	Academic or extracurricular activities a student may belong to or participate in	
Student Name	Responses to surveys or questionnaires	
	Student generated content; writing, pictures, etc.	
Student Name	Other student work data -Please specify:	
	Student course grades	
Student Name	Student course data	
	Student course grades/ performance scores	
Student Name	Other transcript data-Please specify:	
	Student bus assignment	
Student Name	Student pick up and/or drop off location	
	Student bus card ID number	
Student Name	Other transportation data-Please specify:	
	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.	

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

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:

[]

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:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

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 Community High School District 99 ("Originating LEA") which is dated 05/19/2021, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (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: legal@powerschool.com.

PROVIDER: Signed by PowerSchool Group LLC

BY: Philip Radmilovic Date: 5/20/2021
170B92003E00422...

Printed Name: Philip Radmilovic Title/Position: VP Treasurer

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Community High School District 99 and PowerSchool Group LLC
**PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

Subscribing LEA: Dr. Ashley Carlson
BY: Dr. Ashley Carlson Date: 08/03/2021

Printed Name: Ashley Carlson Title/Position: Director of Curriculum

SCHOOL DISTRICT NAME: Evergreen Park Elementary School District 124

DESIGNATED REPRESENTATIVE OF LEA:

Name: Matt Kellett
Title: Director of IT
Address: 2929 West 87th Street, Evergreen Park, IL
Telephone Number: 708-423-0950
Email: mkellett@d124.org

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

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input checked="" type="checkbox"/>	International Standards Organization	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 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)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between
Community High School District 99

_____ (the "Local Education Agency" or "LEA") and _____ PowerSchool Group LLC (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. Compliance with Illinois Privacy Laws. In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. Definition of "Student Data." In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. School Official Designation. Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. Limitations on Re-Disclosure. The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. Notices. Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. Parent Right to Access and Challenge Student Data. The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

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

IL-NDPA version 1.0a

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

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

618-1/4715859.1

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, ¶ 3 (Separate Account)** is hereby stricken in its entirety.
- 1.2. **Article II, ¶ 5 (Subprocessors)** is amended by striking "in a manner no less stringent than the terms of this DPA" and replacing it with "in a manner no less stringent than the material terms of this DPA."
- 1.3. **Article IV, ¶ 2 (Authorized Use)** is stricken and replaced as follows: "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, as stated in the Service Agreement, and as otherwise permitted under applicable laws."
- 1.4. **Article IV, ¶ 5 (De-Identified Data)** is amended as follows:
 - 1.4.1. By adding the following sentence after the second sentence in the paragraph: "Provider may also use De-Identified Data for any other purposes allowed under applicable laws."
 - 1.4.2. By removing the second to last sentence in the paragraph beginning with "Except for Subprocessors" and replacing it with the following:

"Except for Subprocessors, Provider agrees not to transfer de- identified Student Data to any third party unless that party agrees in writing not to attempt re-identification."
- 1.5. **Article V, ¶ 2 (Audits)** is stricken in its entirety and replaced with the following:

"PowerSchool will make available to LEA, as soon as possible following the date hereof and at least once every calendar year thereafter, Provider's ISO/IEC 27001 Statement of Applicability (the "**SOA**"), ISO 27001 certificate issued by the relevant certification body, or equivalent documents relative to an accepted alternative security program and relative to the applicable product or services."
- 1.6. **Article V, ¶ 3 (Data Security)** is stricken and replaced as follows: "The Provider agrees to utilize commercially reasonable 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's cybersecurity program is aligned with the nationally recognized standard(s) selected in Exhibit "F", subject to appropriate exclusions, variations, or exemptions as determined by Provider. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions."

- 1.7. **Article V, ¶ 4 (Data Breach)**, the phrase “within seventy-two (72) hours of confirmation of the incident” is replaced with “within the most expedient time possible and without unreasonable delay, but no later than five (5) calendar days after the determination that a breach has occurred.”
 - 1.8. **Article VII, ¶ 4 (Entire Agreement)** is amended by adding the following to the end of the paragraph: “Notwithstanding anything to the contrary herein, the indemnity obligations of either Party under this DPA shall remain subject to the indemnity provisions set out in the applicable Service Agreement, and the total and aggregate liability of either party under this DPA shall be subject to the limitations of liability set forth in this DPA.”
 - 1.9. **Article VII** is hereby amended by adding a **new paragraph 10 (Limitation of Liability)** as follows:

“10. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE PROVIDER OR ITS AFFILIATES BE LIABLE TO THE LEA, NOR THE LEA SHALL BE LIABLE TO THE PROVIDER, UNDER THIS DPA FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THE PROVIDER OR THE LEA, AS APPLICABLE, HAS BEEN ADVISED OR INFORMED OF THEIR POSSIBILITY, IN EACH CASE WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES UNDER THIS DPA EXCEED TWO (2) TIMES THE TOTAL AMOUNT OF FEES PAID BY THE LEA TO THE PROVIDER UNDER THE APPLICABLE SERVICE AGREEMENT, NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00). THE LIMITATIONS SET FORTH IN THIS PARAGRAPH APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
2. With respect to the DPA’s **Exhibit C (Definitions)**:
 - 2.1. The definitions of “Operator” and “Targeted advertising” are stricken and replaced with the definition set forth in 105 ILCS 85 (the Student Online Personal Protection Act, as amended (“SOPPA”).
 - 2.2. The definition of “Provider” is stricken and replaced with “means the party identified as ‘Provider’ in the DPA.”
 - 2.3. Notwithstanding the definitions provided for “Educational Records”, “Student Generated Content” and “Student Data”, they shall be construed consistently with and not to exceed the scope of how such terms (or substantially similar terms) are defined under the applicable laws, including FERPA (for “Student Generated Content”), SOPPA (for “covered information”), and ISSRA (as defined in Exhibit G) (for “school student records”).
 3. With respect to the DPA’s **Exhibit G (Supplemental SDPC State Terms for Illinois)**:
 - 3.1. **Ex. G, ¶ 4 (Limitations on Re-Disclosure)** is hereby stricken in its entirety and replaced with the following:

“The Provider shall not re-disclose Student Data to any third party who is not a Subprocessor without the express written permission of the LEA or pursuant to a court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, MHDDCA, and any other applicable law. Provider will not sell or rent Student Data. In the event a third party who is not a Subprocessor, including law enforcement or a government entity, contacts the Provider with a request or court order for Student Data in the possession of the Provider, the Provider shall redirect such third party to seek the data directly from the LEA unless the court order is served on the Provider, in which case the Provider will

use reasonable efforts to ask the requestor to re-serve the court order on the LEA. In the event the Provider is compelled to produce Student Data to a third party in compliance with a court order, Provider shall notify the LEA, if permitted by law, at least seven (7) school days in advance of the court ordered disclosure, unless the Provider is not afforded with the same time period, in which case, the Provider shall notify the LEA as soon as reasonably practicable, and, upon request, provide the LEA with a copy of the court order requiring such disclosure if permitted by law.”

- 3.2. **Ex. G, ¶ 10 (Reimbursement of Expenses Associated with Security Breach)** is amended by striking the first paragraph of ¶ 10 (beginning with “In the event” and ending with “expenses associated with”) and replacing it with the following:

“In the event of a Security Breach that is attributable to the Provider, subject to the limitation of liability set forth in the Standard Clauses in this DPA, the Provider shall reimburse and indemnify the LEA for any and all reasonable costs and expenses that the LEA actually incurs in remediating the Security Breach, including:”

Subsections a through d shall remain intact.

- 3.3. **Ex. G, ¶ 13 (Subcontractors)** is stricken and replaced as follows: “To the extent required by applicable law, the Provider shall provide to the LEA a list of any third party Subprocessors to whom Student Data is or will be disclosed or a link to a page on the Provider’s website that clearly lists any and all Subprocessors to whom Student Data is or will be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).”

The foregoing terms and modifications shall take precedence and supersede the DPA or other exhibits thereto in all respects.