


**ADDENDUM**

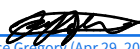
This Addendum addresses and amends the Exhibit E “General Offer of Privacy Terms” attached hereto as Attachment 1. previously incorporated into North Little Rock School District Standard Student Data Privacy Agreement executed November 30, 2023 (the “Agreement”) Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. The previously incorporated Exhibit H of the Agreement is modified to correct error on page 63, 1.5. The section referenced is from section 3, not section1 as modified in Attachment 2 attached.
2. No other changes are made to the Agreement.

Upon execution of this Addendum by their duly authorized representatives, the Parties enter into this Addendum as of the date of the last signature below (“Effective Date”).

**POWERSCHOOL GROUP LLC****FORT SMITH SCHOOL DISTRICT**

Signature:   
Printed Name: Eric Shander  
Title: Chief Financial Officer  
Date: April 25, 2024

Signature:   
Vance Gregory (Apr 29, 2024 13:04 CDT)  
Printed Name: Vance Gregory  
Title: Director of Technology  
Date: 04/29/24

ATTACHMENT 1

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

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and North Little Rock School District ("Originating LEA") which is dated 11/30/2023 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:

\_\_\_\_\_legalnotices@powerschool.com\_\_\_\_\_.

**PowerSchool Group, LLC**

BY:  Date: 11/30/2023  
Printed Name: Eric Shander Title/Position: Chief Financial Officer

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the North Little Rock School District and the Provider.

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_  
SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: Hunter Nannen  
Title: Information Technology Manager  
Address: 2400 Willow St., North Little Rock, AR 72114  
Telephone Number: 501-771-8070  
Email: nannenh@nlrsd.org

## ATTACHMENT 2

### EXHIBIT "H"

#### **Additional Terms or Modifications**

Version 1

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."

1. With respect to the DPA's STANDARD CLAUSES:
  - 1.1. Article II, ¶ 1. (Student Data Property of LEA) is amended by striking ", including any modifications or additions or any portion thereof from any source,"
  - 1.2. Article IV, ¶ 4. (No Disclosure) is amended by striking the word "of" and replacing with the word "or" in the sentence "This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information."
  - 1.3. Article IV, ¶ 5. (De-Identified Data) is amended by striking "and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer."
  - 1.4. Article V, ¶ 2 (Audits) is amended as follows:
    - 1.4.1 By removing the first sentence in the paragraph: "No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA" and replacing it with: "Provider's security compliance is assessed by independent third-party auditors. Upon LEA agreeing to an NDA, Provider shall provide access to information regarding Provider's ISO 27001:2103 certification and SOC II Reports. To the extent that Provider discontinues a third- party audit, Provider will adopt or maintain an equivalent industry-recognized security standard."
    - 1.4.2 In the second sentence should read as follows:

"The Provider will cooperate reasonably with local, state, or federal agency with oversight authority or jurisdiction in connection with any investigation of the Provider and/or delivery of Services to students and/or LEA."
    - 1.4.3 The last sentence replaces the word "shall" with the word "may".
  - 1.5. Article VII, ¶ 3 (Termination) The second sentence should read "In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, or writing, the terms of this DPA shall apply and take precedence."
  - 1.6. Article VII, ¶ 3 (Priority of Agreements) The second sentence is amended by striking ", license agreement,".
  - 1.7. Article VII, ¶ 7 (Successors Bound) is amended by striking the entire paragraph and replacing it with "The Service Agreement successor language is binding."
2. With respect to the DPA's EXHIBIT "C" DEFINITIONS:
  - 2.1 Metadata: is amended by adding a "." between the first and second sentences.
  - 2.2 Student Data: is amended by striking the sentence "Student Data includes Meta Data."
  - 2.3 Targeted Advertising: is amended by adding "or a higher education institution's response to a student's search for higher education institutions using an LEA provided student account." at the end of the paragraph.






# Fort Smith School District-addendum

Final Audit Report

2024-04-29

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