# Standard Student Data Privacy Agreement

# IL-NDPA v1.0a

School District or LEA

## Community Unit School District 300

**and**

Provider

## PowerSchool Group LLC

Date

May 17, 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 Unit School District 300], located at [2550 Harnish Dr., Algonquin, IL 60102     ] (the "**Local Education Agency**" or "**LEA**") and

[PowerSchool Group LLC], located at [ 150 Parkshore Drive 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.

    A

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: _Jennifer Porter_____ Title: _Chief Financial Officer_____

Address: _2550 Harnish Drive, Algonquin, IL 60102_____

Phone: _847-551-8300_____ Email: _jennifer.porter@d300.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 Unit School District 300

By: _Susan Harkin_____ Date: _**05/20/2021**_____

    A3BB358670FE4AD718B86C5B0A2FAD86    contract**works**.

Printed Name: **Susan Harkin**_____ Title/Position: Chief Operating Officer___

**Provider:** PowerSchool Group LLC

DocuSigned by:

By: _Philip Radmilovic_____ Date: _5/20/2021_____

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Printed Name: _Philip Radmilovic_____ Title/Position: _VP Treasurer_____

<u>**STANDARD CLAUSES**</u>
Version 1.0

## ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing 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

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

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

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

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

## ARTICLE III: DUTIES OF LEA

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

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

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

4. **Unauthorized Access 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.

**Exhibit B**
**Schedule of Data**

**Ecollect**

| 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 | | |
| Assessment | Standardized test Scores | | |
| | Observation Data | | |
| | Other assessment data-Please specify: | | |
| Attendance | Student School (daily) attendance data | | |
| | Student class attendence data | | |
| Communications | Online Communications that are captured (emails, blog entries) | x | |
| Conduct | Conduct or behavioral data | x | |
| Demographics | Date of Birth | x | |
| | Place of Birth | x | |
| | Gender | x | |
| | Ethnicity or race | x | |
| | Language information (native, or primary language spoken by student) | x | |
| | Other demographic information-Please specify: | x | Ecollect Forms' forms are customizable, so the customer can collect whatever data they want. |
| Enrollment | Student School Enrollment | x | |
| | Student grade level | x | |
| | Homeroom | | |
| | Guidance counselor | | |
| | Specific curriculum programs | | |
| | Year of graduation | x | |
| | Other enrollment information - Please specify: | x | Ecollect Forms' forms are customizable, so the customer can collect whatever data they want. |
| 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 | |
| Schedule | Student scheduled courses | | |
| | Teacher names | | |
| Special indicator | English Language Learner information | x | |
| | Low income status | x | |
| | Medical alerts/health data | x | |
| | Student disability information | x | |
| | Specialized education services (IEP or 504) | x | |
| | Living situations (Homeless/foster care) | x | |
| | Other indicator information-Please specify: | x | Ecollect Forms' forms are customizable, so the customer can collect whatever data they want. |
| Student Contact information | Address | x | |
| | Email | x | |
| | Phone | x | |
| Student Identifiers | Local (school district) ID number | x | |
| | State ID number | x | |
| | Provider/App assigned student ID number | | |
| | Student app username | | |
| | Student app password | | |
| Student Name | First and/or Last | x | |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | x | |
| Student survey responses | Responses to surveys or questionnaires | x | |
| Student Work | Student generated content; writing, pictures, etc. | | |
| | Other student work data -Please specify: | | |
| Transcript | Student course grades | | |
| | Student course data | | |
| | Student course grades/ performance scores | | |
| | Other transcript data-Please specify: | | |
| Transportation | Student bus assignment | | |
| | Student pick up and/or drop off location | x | |
| | Student bus card ID number | | |
| | Other transportation data-Pease specify: | x | Ecollect Forms' forms are customizable, so the customer can collect whatever data they want. |
| Other | Please list each additional data element used, stored, or collected by your application: | x | Ecollect Forms' forms are customizable, so the customer can collect whatever data they want. |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | | |

## Enrollment (fka Registration)

| 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: | x | Ex: browser user agent string, selected language |
| Application Use Statistics | Meta Data on user interaction with application | x | |
| Assessment | Standardized test Scores | | |
| | Observation Data | | |
| | Other assessment data-Please specify: | | |
| Attendance | Student School (daily) attendance data | | |
| | Student class attendence data | | |
| Communications | Online Communications that are captured (emails, blog entries) | x | |
| Conduct | Conduct or behavioral data | | |
| Demographics | Date of Birth | x | |
| | Place of Birth | x | |
| | Gender | x | |
| | Ethnicity or race | x | |
| | Language information (native, or primary language spoken by student) | x | |
| | Other demographic information-Please specify: | x | Enrollment's forms are customizable, so the customer can collect whatever data they want. |
| Enrollment | Student School Enrollment | x | |
| | Student grade level | x | |
| | Homeroom | | |
| | Guidance counselor | | |
| | Specific curriculum programs | | |
| | Year of graduation | x | |
| | Other enrollment information - Please specify: | x | Enrollment's forms are customizable, so the customer can collect whatever data they want. |
| 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 | |
| Schedule | Student scheduled courses | | |
| | Teacher names | | |
| Special indicator | English Language Learner information | x | |
| | Low income status | x | |
| | Medical alerts/health data | x | |
| | Student disability information | x | |
| | Specialized education services (IEP or 504) | x | |
| | Living situations (Homeless/foster care) | x | |
| | Other indicator information-Please specify: | x | Enrollment's forms are customizable, so the customer can collect whatever data they want. |
| 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 | x | |
| | Student app username | | |
| | Student app password | | |
| Student Name | First and/or Last | x | |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | | |
| Student survey responses | Responses to surveys or questionnaires | | |
| Student Work | Student generated content; writing, pictures, etc. | x | Ex: essay or artwork for an application |
| | Other student work data -Please specify: | | |
| Transcript | Student course grades | | |
| | Student course data | | |
| | Student course grades/ performance scores | | |
| | Other transcript data-Please specify: | | |
| Transportation | Student bus assignment | | |
| | Student pick up and/or drop off location | x | |
| | Student bus card ID number | | |
| | Other transportation data-Pease specify: | x | Enrollment's forms are customizable, so the customer can collect whatever data they want. |
| Other | Please list each additional data element used, stored, or collected by your application: | x | Enrollment's forms are customizable, so the customer can collect whatever data they want. |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | | |

## Enrollment Express

| 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 | | |
| | Observation Data | | |
| | Other assessment data-Please specify: | | |
| Attendance | Student School (daily) attendance data | | |
| | Student class attendence data | | |
| Communications | Online Communications that are captured (emails, blog entries) | x | |
| Conduct | Conduct or behavioral data | | |
| Demographics | Date of Birth | x | |
| | Place of Birth | x | |
| | Gender | x | |
| | Ethnicity or race | x | |
| | Language information (native, or primary language spoken by student) | x | |
| | Other demographic information-Please specify: | x | Enrollment Express's forms are customizable, so the customer can collect whatever data they want. |
| Enrollment | Student School Enrollment | x | |
| | Student grade level | x | |
| | Homeroom | | |
| | Guidance counselor | | |
| | Specific curriculum programs | | |
| | Year of graduation | x | |
| | Other enrollment information - Please specify: | x | Enrollment Express's forms are customizable, so the customer can collect whatever data they want. |
| 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 | |
| Schedule | Student scheduled courses | | |
| | Teacher names | | |
| Special indicator | English Language Learner information | x | |
| | Low income status | x | |
| | Medical alerts/health data | x | |
| | Student disability information | x | |
| | Specialized education services (IEP or 504) | x | |
| | Living situations (Homeless/foster care) | x | |
| | Other indicator information-Please specify: | x | Enrollment Express's forms are customizable, so the customer can collect whatever data they want. |
| 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 | x | |
| | Student app username | | |
| | Student app password | | |
| Student Name | First and/or Last | x | |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | | |
| Student survey responses | Responses to surveys or questionnaires | | |
| Student Work | Student generated content; writing, pictures, etc. | | |
| | Other student work data -Please specify: | | |
| Transcript | Student course grades | | |
| | Student course data | | |
| | Student course grades/ performance scores | | |
| | Other transcript data-Please specify: | | |
| Transportation | Student bus assignment | | |
| | Student pick up and/or drop off location | x | |
| | Student bus card ID number | | |
| | Other transportation data-Pease specify: | x | Enrollment Express's forms are customizable, so the customer can collect whatever data they want. |
| Other | Please list each additional data element used, stored, or collected by your application: | x | Enrollment Express's forms are customizable, so the customer can collect whatever data they want. |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | | |

**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: | | things like browser verison, browser user agent string and selected language are read but not stored or collected |
| **Application Use Statistics** | Meta Data on user interaction with application | x | |
| **Assessment** | Standardized test Scores | x | |
| | Observation Data | x | |
| | Other assessment data-Please specify: | x | |
| **Attendance** | Student School (daily) attendance data | x | |
| | Student class attendance data | x | |
| **Communications** | Online Communications that are captured (emails, blog entries) | | |
| **Conduct** | Conduct or behavioral data | x | |
| **Demographics** | Date of Birth | x | |
| | Place of Birth | x | |
| | Gender | x | |
| | Ethnicity or race | x | |
| | Language information (native, or primary language spoken by student) | x | |
| | Other demographic information-Please specify: | x | |
| **Enrollment** | Student School Enrollment | x | |
| | Student grade level | x | |
| | Homeroom | x | |
| | Guidance counselor | x | |
| | Specific curriculum programs | x | |
| | Year of graduation | x | |
| | Other enrollment information - Please specify: | x | |
| **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 | |
| **Schedule** | Student scheduled courses | x | |
| | Teacher names | x | |
| **Special indicator** | English Language Learner information | x | |
| | Low income status | x | |
| | Medical alerts/health data | x | |
| | Student disability information | x | |
| | Specialized education services (IEP or 504) | x | |
| | Living situations (Homeless/foster care) | x | |
| | Other indicator information-Please specify: | x | |
| **Student Contact information** | Address | x | |
| | Email | x | |
| | Phone | x | |
| **Student Identifiers** | Local (school district) ID number | x | |
| | State ID number | x | |
| | Provider/App assigned student ID number | x | could be a district defined field |
| | Student app username | x | |
| | Student app password | x | hashed |
| **Student Name** | First and/or Last | x | |
| **Student in App Performance** | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | x | |
| **Student program membership** | Academic or extracurricular activies a student may belong to or participate in | x | |
| **Student survey responses** | Responses to surveys or questionnaires | | |
| **Student Work** | Student generated content; writing, pictures, etc. | x | |
| | Other student work data -Please specify: | x | |
| **Transcript** | Student course grades | x | |
| | Student course data | x | |
| | Student course grades/ performance scores | x | |
| | Other transcript data-Please specify: | x | |
| **Transportation** | Student bus assignment | x | |
| | Student pick up and/or drop off location | x | |
| | Student bus card ID number | x | could be a district defined field |
| | Other transportation data-Pease specify: | x | could be a district defined field |
| **Other** | 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. | | |

## 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 |
| Demographics | Date of Birth | X |
| | Place of Birth | POSSIBLE |
| | Gender | X |
| | Ethnicity or race | X |
| | Language information (native, or primary language spoken by student) | X |
| | Other demographic information-Please specify: | |
| Enrollment | Student School Enrollment | X |
| | Student grade level | X |
| | Homeroom | X |
| | Guidance counselor | X |
| | Specific curriculum programs | X |
| | Year of graduation | X |
| | Other enrollment information - Please specify: | |
| Parent/Guardian Contact information | Address | X |
| | Email | X |
| | Phone | X |
| | Parent ID number (created to link parents to students) | X |
| | First and/or Last | X |
| Schedule | Student scheduled courses | X |
| | Teacher names | X |
| Special indicator | 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 in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | POSSIBLE |
| Student program membership | Academic or extracurricular activities a student may belong to or participate in | POSSIBLE |
| Student 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-Pease 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

| 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 | x |
| | Other assessment data-Please specify: | |
| Attendance | Student School (daily) attendance data | |
| | Student class attendance data | |
| Communications | Online Communications that are captured (emails, blog entries) | x |
| Conduct | Conduct or behavioral data | x |
| Demographics | Date of Birth | x |
| | Place of Birth | |
| | Gender | x |
| | Ethnicity or race | x |
| | Language information (native, or primary language spoken by student) | |
| | Other demographic information-Please specify: citizenship | x |
| Enrollment | Student School Enrollment | x |
| | Student grade level | |
| | 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 |
| Schedule | Student scheduled courses | x |
| | Teacher names | |
| Special indicator | English Language Learner information | |
| | Low income status | x |
| | Medical alerts/health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (Homeless/foster care) | |
| | Other indicator information-Please specify: | |
| Student Contact information | Address | x |
| | Email | x |
| | Phone | x |
| Student Identifiers | 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 |
| Student Name | First and/or Last | x |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | x |
| Student survey responses | Responses to surveys or questionnaires | x |
| Student Work | Student generated content; writing, pictures, etc. | x |
| | Other student work data -Please specify: | |
| Transcript | Student course grades | x |
| | Student course data | x |
| | Student course grades/ performance scores | x |
| | Other transcript data-Please specify: full PDF transcripts with any transcript content included by each school/district | x |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data-Pease specify: | |
| Other | Please list each additional data element used, stored, or collected by your application: academic summary (GPA, rank, decile), school/district defined student group membership, alumni enrollment in HE institutions (NSC), college interests (search criteria, colleges of interest), college applications (institutions, app type, results, HE enrollment), scholarships (application tracking, awards), career interests, career prep (resume, work based learning opportunities), self discovery assessment results (strengths, interests, personality, etc.), goals and action items, post-secondary planning (milestones, post-secondary path and outcomes) | x |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

## Performance Matters

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

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

**PowerSchool 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: | x | browser and browser version |
| Application Use Statistics | Meta Data on user interaction with application | x | Track date and time of access, IP address by user to detect changes in usage patterns |
| Assessment | Standardized test Scores | x | possible state extensions |
| | Observation Data | x | |
| | Other assessment data-Please specify: | x | |
| Attendance | Student School (daily) attendance data | x | possible state extensions |
| | Student class attendence data | x | Possible state extensions |
| Communications | Online Communications that are captured (emails, blog entries) | x | |
| Conduct | Conduct or behavioral data | x | possible state extensions |
| Demographics | 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 |
| Enrollment | 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 | | |
| | Year of graduation | x | |
| | Other enrollment information - Please specify: | x | District Entry Date, Entry Grade Level, Exit Code |
| 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 | |
| Schedule | Student scheduled courses | x | |
| | Teacher names | x | |
| Special indicator | 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: | | |
| 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 | x | |
| | Student app username | x | |
| | Student app password | x | |
| Student Name | First and/or Last | x | |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | x | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | x | possible state extensions |
| Student survey responses | Responses to surveys or questionnaires | x | |
| Student Work | Student generated content; writing, pictures, etc. | x | |
| | Other student work data -Please specify: | x | |
| Transcript | Student course grades | x | |
| | Student course data | x | |
| | Student course grades/ performance scores | x | |
| | Other transcript data-Please specify: | x | |
| Transportation | Student bus assignment | x | |
| | Student pick up and/or drop off location | | Application is customizable, but this is not collected in the core product |
| | Student bus card ID number | | Application is customizable, but this is not collected in the core product |
| | Other transportation data-Pease specify: | | Application is customizable, but this is not collected in the core product |
| Other | Please list each additional data element used, stored, or collected by your application: | x | fee balance |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | | |

**Schoology LMS**

| 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 | |
| | Observation Data | x |
| | Other assessment data-Please specify: | x |
| **Attendance** | Student School (daily) attendance data | |
| | Student class attendence data | x |
| **Communications** | Online Communications that are captured (emails, blog entries) | x |
| **Conduct** | Conduct or behavioral data | |
| **Demographics** | 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: | |
| **Enrollment** | Student School Enrollment | x |
| | Student grade level | |
| | Homeroom | x |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | x |
| | Other enrollment information - Please specify: | |
| **Parent/Guardian Contact information** | Address | |
| | Email | x |
| | Phone | x |
| | Parent ID number (created to link parents to students) | x |
| | First and/or Last | x |
| **Schedule** | Student scheduled courses | x |
| | Teacher names | x |
| **Special indicator** | English Language Learner information | |
| | Low income status | |
| | Medical alerts/health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (Homeless/foster care) | |
| | Other indicator information-Please specify: | |
| **Student Contact information** | Address | |
| | Email | x |
| | Phone | x |
| **Student Identifiers** | Local (school district) ID number | x |
| | State ID number | |
| | Provider/App assigned student ID number | x |
| | Student app username | x |
| | Student app password | x |
| **Student Name** | First and/or Last | x |
| **Student in App Performance** | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| **Student program membership** | Academic or extracurricular activies a student may belong to or participate in | x |
| **Student survey responses** | Responses to surveys or questionnaires | x |
| **Student Work** | Student generated content; writing, pictures, etc. | x |
| | Other student work data -Please specify: | |
| **Transcript** | Student course grades | x |
| | Student course data | x |
| | Student course grades/ performance scores | x |
| | Other transcript data-Please specify: | |
| **Transportation** | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data-Pease 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. | |

## Special Programs/Special Education

| 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: | |
| **Attendance** | Student School (daily) attendance data | |
| | Student class attendence data | |
| **Communications** | Online Communications that are captured (emails, blog entries) | |
| **Conduct** | Conduct or behavioral data | X |
| **Demographics** | Date of Birth | X |
| | Place of Birth | |
| | Gender | X |
| | Ethnicity or race | X |
| | Language information (native, or primary language spoken by student) | X |
| | Other demographic information-Please specify: | |
| **Enrollment** | Student School Enrollment | X |
| | Student grade level | X |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | 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) | |
| | First and/or Last | X |
| **Schedule** | Student scheduled courses | |
| | Teacher names | X |
| **Special indicator** | English Language Learner information | X |
| | Low income status | |
| | Medical alerts/health data | |
| | Student disability information | X |
| | Specialized education services (IEP or 504) | X |
| | Living situations (Homeless/foster care) | X |
| | Other indicator information-Please specify: | Migrant status |
| **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 | X |
| | Student app username | X |
| | Student app password | X |
| **Student Name** | First and/or Last | X |
| **Student in App Performance** | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | X |
| **Student program membership** | Academic or extracurricular activies a student may belong to or participate in | X |
| **Student survey responses** | Responses to surveys or questionnaires | |
| **Student Work** | Student generated content; writing, pictures, etc. | |
| | Other student work data -Please specify: | |
| **Transcript** | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |
| | Other transcript data-Please specify: | |
| **Transportation** | Student bus assignment | X |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data-Pease 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. | |

## Unified Classroom

| 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 | |
| | Observation Data | x |
| | Other assessment data-Please specify: | |
| Attendance | Student School (daily) attendence data | |
| | Student class attendence data | |
| Communications | Online Communications that are captured (emails, blog entries) | x |
| Conduct | Conduct or behavioral data | |
| Demographics | 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: | |
| Enrollment | Student School Enrollment | x |
| | Student grade level | x |
| | Homeroom | x |
| | Guidance counselor | x |
| | Specific curriculum programs | x |
| | Year of graduation | |
| | Other enrollment information - Please specify: | |
| Parent/Guardian Contact information | Address | |
| | Email | x |
| | Phone | x |
| | Parent ID number (created to link parents to students) | x |
| | First and/or Last | x |
| Schedule | Student scheduled courses | x |
| | Teacher names | x |
| Special indicator | English Language Learner information | |
| | Low income status | |
| | Medical alerts/health data | x |
| | Student disability information | x |
| | Specialized education services (IEP or 504) | x |
| | Living situations (Homeless/foster care) | |
| | Other indicator information-Please specify: | |
| Student Contact information | Address | |
| | Email | x |
| | Phone | x |
| Student Identifiers | Local (school district) ID number | x |
| | State ID number | x |
| | Provider/App assigned student ID number | |
| | Student app username | x |
| | Student app password | x |
| Student Name | First and/or Last | x |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | x |
| Student survey responses | Responses to surveys or questionnaires | |
| Student Work | Student generated content; writing, pictures, etc. | x |
| | Other student work data -Please specify: | |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |
| | Other transcript data-Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data-Pease 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. | |

**Unified Insights - Hoonuit**

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

**unified Talent**

| 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 | |
| | Observation Data | |
| | Other assessment data-Please specify: | |
| **Attendance** | Student School (daily) attendance data | |
| | Student class attendance data | |
| **Communications** | Online Communications that are captured (emails, blog entries) | |
| **Conduct** | Conduct or behavioral data | |
| **Demographics** | Date of Birth | |
| | Place of Birth | |
| | Gender | |
| | Ethnicity or race | |
| | Language information (native, or primary language spoken by student) | |
| | Other demographic information-Please specify: | |
| **Enrollment** | Student School Enrollment | |
| | Student grade level | |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |
| | Other enrollment information - Please specify: | |
| **Parent/Guardian Contact information** | Address | |
| | Email | |
| | Phone | |
| | Parent ID number (created to link parents to students) | |
| | First and/or Last | |
| **Schedule** | Student scheduled courses | |
| | Teacher names | |
| **Special indicator** | English Language Learner information | |
| | Low-income status | |
| | Medical alerts/health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (Homeless/foster care) | |
| | Other indicator information-Please specify: | |
| **Student Contact information** | Address | |
| | Email | |
| | Phone | |
| **Student Identifiers** | Local (school district) ID number | |
| | State ID number | |
| | Provider/App assigned student ID number | |
| | Student app username | |
| | Student app password | |
| **Student Name** | First and/or Last | |
| **Student in App Performance** | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| **Student program membership** | Academic or extracurricular activities a student may belong to or participate in | |
| **Student survey responses** | Responses to surveys or questionnaires | |
| **Student Work** | Student generated content; writing, pictures, etc. | |
| | Other student work data -Please specify: | |
| **Transcript** | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |
| | Other transcript data-Please specify: | |
| **Transportation** | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data-Pease specify: | |
| **Other** | 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 Unit School District 300 ("Originating LEA") which is dated                  , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing          LEAs          should          send          the          signed          **Exhibit          "E"** to  Provider  at  the  following  email  address: _legal@powerschool.com_____.

**PROVIDER:** DocuSigned by: PowerShool Group LLC

BY: _Philip Radmilovic_____ Date: 5/20/2021_____
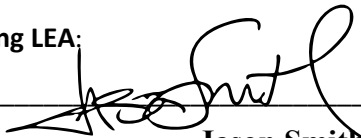   └─170B9E005E66422...

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 Unit School District 300
 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:**

BY: _____ Date: __**6/21/21**_____

Printed Name: _____**Jason Smith**_____ Title/Position: _____**CSBO**_____

SCHOOL DISTRICT NAME: ___**Coal City CUSD #1**_____

DESIGNATED REPRESENTATIVE OF LEA:

Name: ___**Jason Smith**_____

Title: ___**CSBO**_____

Address: ___**550 S Carbon Hill Rd, Coal City IL 60416**_____

Telephone Number: ___**8156511603**_____

Email: ___**jsmith@coalcityschools.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) |
|---|---|---|
| ☐ | National Institute of Standards and Technology | NIST Cybersecurity Framework Version 1.1 |
| ☐ | National Institute of Standards and Technology | NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171 |
| ☑ | International Standards Organization | Information technology — Security techniques — Information security management systems (ISO 27000 series) |
| ☐ | Secure Controls Framework Council, LLC | Security Controls Framework (SCF) |
| ☐ | Center for Internet Security | CIS Critical Security Controls (CSC, CIS Top 20) |
| ☐ | 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 Unit School District 300_____ (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 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: "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:

   "Provider 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 total and aggregate liability and indemnity obligations of either Party under this DPA is and shall remain subject to the exclusions, limitations of liability and indemnity provisions set out in the applicable Service Agreement. Provider may bill LEA for reasonable costs in connection with responding to any LEA requests under this DPA (e.g., data access, deletion or disclosure, informational requests); provided that Provider provides an estimate of such costs to LEA in advance and receives written approval from LEA (which written approval may be via e-mail)."

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 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, or 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 Service Agreement, the Provider shall reimburse and indemnify the LEA for

any and all reasonable costs and expenses that the LEA actually incurs in investigating and 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 the LEA with a list of any third party Subprocessors to whom Student Data is disclosed or a link to a page on the Provider's website that clearly lists 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.