TX-NDPA v1r6

School District or LEA

Coppell Independent School District

and

Provider

PowerSchool Group LLC

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:

[Coppell Independent School District], located at [200 S. Denton Tap Road, Coppell, TX 75019] (the "Local Education Agency" or "LEA")

and

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[PowerSchool Group LLC , located at 150 Parkshore Dr., Folsom, CA 95630 (the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. Special Provisions. Check if Required

- If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
- X If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit "H". (Optional)
- X If Checked, the Provider, has signed <u>Exhibit "E"</u> to the Standard Clauses, otherwise known as General Offer of Privacy Terms
 - 3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
 - 4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
 - 5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
 - 6. <u>Notices</u>. 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.

STANDARD STUDENT DATA PRIVACY AGREEME	ENT TX-NDPA
The designated representative for the LEA	for this DPA is:
Name: <u>Stephen McGilvray</u>	Title: Executive Director of Technology
Address: 200 S. Denton Tap Road,	Coppell, TX 75019
Phone:214-496-6900	Email: smgilvray@coppellisd.com
The designated representative for the	ne Provider for this DPA is:
Name: Darron Flagg	Title: Asst. Corp. Secretary, Chief Compliance & Privacy Officer
Address:150 Parkshore Drive, Folsom, C.	A 95630
Phone: 877-873-1550	Email: privacy@powerschool.com

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

LEA:	1
By:	Ament

Date: May 18, 2023

Printed Name: Stephen McGilvray

Title/Position: Executive Director of Technology

Provider:

By: By:

Date: _____5/18/2023

Printed Name: Angelina Hendraka

Title/Position: Chief Accounting Officer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- <u>Student Data to Be Provided</u>. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as <u>Exhibit "B"</u>.
- 3. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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. <u>Student Data Property of LEA</u>. 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.** <u>Separate Account</u>. 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. <u>Law Enforcement Requests</u>. 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. <u>Subprocessors</u>. 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. <u>Provide Data in Compliance with Applicable Laws</u>. 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.
- <u>Annual Notification of Rights</u>. 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.** <u>**Reasonable Precautions**</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
- **4.** <u>Unauthorized Access Notification</u>. 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. <u>Privacy Compliance</u>. 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.
- <u>Authorized Use</u>. 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 <u>Exhibit "A"</u> or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
- **3.** <u>Provider Employee Obligation</u>. 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. <u>No Disclosure</u>. 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. <u>De-Identified Data</u>: 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. <u>Disposition of Data</u>. 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 <u>"Directive for Disposition of Data"</u> form, a copy of which is attached hereto as <u>Exhibit</u> "D". If the LEA and Provider employ <u>Exhibit "D</u>", no further written request or notice is required on the part of either party prior to the disposition of Student Data described in <u>Exhibit "D</u>".
- 7. <u>Advertising Limitations.</u> 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. <u>Data Storage</u>. 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. <u>Audits</u>. 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. <u>Data Security</u>. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in <u>Exhibit "F"</u>. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to <u>Exhibit "H"</u>. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in <u>Exhibit "F"</u>. 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. <u>Data Breach</u>. 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. <u>Termination</u>. 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. <u>Effect of Termination Survival</u>. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
- 3. <u>Priority of Agreements</u>. 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. <u>Entire Agreement</u>. 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.
- 5. <u>Severability</u>. 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. <u>Governing Law; Venue and Jurisdiction</u>. 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. <u>Successors Bound</u>: 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. <u>Authority</u>. 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. <u>Waiver</u>. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A" DESCRIPTION OF SERVICES

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

Ecollect: Ecollect digitizes forms to support district initiatives. There are no advertisements in the product. Regarding a clickwrap / clickthrough agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B" SCHEDULE OF DATA

EXHIBIT "B" SCHEDULE OF DATA Business Plus

Category of Data	Elements	Check if Used
Category of Data	Elements	by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	x
Meta Data	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	
	Gender	х
	Ethnicity or race	x
	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	Address	
Information	Email	
	Phone	

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

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

EXHIBIT "B" SCHEDULE OF DATA Ecollect

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

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
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: Ecollect Forms are customizable, so the customer can collect whatever data they want.	x
Student Contact	Address	x
Information	Email	x
	Phone	x
Student Identifiers	Local (School district) ID number	x
	State ID number	x
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	x
Student Survey Responses	Student 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	$ \square$
	Student course grades/ performance scores	

Category of Data	Elements	Check if Use by Your Syste	
	Other transcript data - Please specify:		
Transportation	Student bus assignment		
	Student pick up and/or drop off location	х	
	Student bus card ID number		
	Other transportation data – Please specify: Ecollect Forms are customizable, so the customer can collect whatever data they want.	x	
Other	Please list each additional data element used, stored, or collected by your application:		
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.		

EXHIBIT "B" SCHEDULE OF DATA eFinancePlus

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

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

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

EXHIBIT "B" SCHEDULE OF DATA Enrollment

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	x
Meta Data	Other application technology meta data-Please specify: Ex. browser user agent string, selected language	x
Application Use Statistics	Meta data on user interaction with application	x
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	х
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: Enrollment's forms are customizable, so the customer can collect whatever data they want.	x
Enrollment	Student school enrollment	x
	Student grade level	x
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information-Please specify: Enrollment's forms are customizable, so the customer can collect whatever data they want.	x
Parent/Guardian Contact	Address	x
Information	Email	x
	Phone	x

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

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

EXHIBIT "B" SCHEDULE OF DATA Enrollment Express

Category of Data	Elements	Check if Used by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	x
Meta Data	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 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: Enrollment Express' forms are customizable, so the customer can collect whatever data they want.	x
Enrollment	Student school enrollment	x
	Student grade level	x
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information-Please specify: Enrollment Express' forms are customizable, so the customer can collect whatever data they want.	x
Parent/Guardian Contact	Address	x
Information	Email	x
	Phone	x

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

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

EXHIBIT "B" SCHEDULE OF DATA eSchoolPlus SIS

Category of Data	Elements	Check if Used
Application Tachnology		by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc. Other application technology meta data-Please specify: Things like browser version, browser user agent string and selected language are read but not stored or collected.	x
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 captured (emails, blog entries)	
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	х
	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	х
	Year of graduation	x
	Other enrollment information-Please specify:	x
Parent/Guardian Contact	Address	x
Information	Email	x
	Phone	x

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	x
Parent/Guardian Name	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)	×
	Other indicator information-Please specify:	x
Student Contact	Address	x
Information	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 passwords **	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student 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

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

EXHIBIT "B" SCHEDULE OF DATA Headed2

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

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	x
Schedule	Student scheduled courses	x
	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	Address	
Information	Email	x
	Phone	
Student Identifiers	Local (School district) ID number	x
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	
	Student app passwords	
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	x
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

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

EXHIBIT "B" SCHEDULE OF DATA Naviance

Cotogon: of Data	Naviance Elements	Check if Used
Category of Data	Elements	by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	x
Meta Data	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 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	×
	Year of graduation	x
	Other enrollment information-Please specify:	
Parent/Guardian Contact	Address	x
Information	Email	x
	Phone	x

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	x
Parent/Guardian Name	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 passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	x
Student Survey Responses	Student 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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify: Full PDF transcripts with any transcript content included by each school/district	x
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: 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.	

EXHIBIT "B" SCHEDULE OF DATA Performance Matters

Category of Data	Elements	Check if Used by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	x
Meta Data	Other application technology meta data-Please specify:	x
Application Use Statistics	Meta data on user interaction with application	x
Assessment	Standardized test scores	x
	Observation data	no
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	*
	Student class attendance data	*
Communications	Online communications captured (emails, blog entries)	no
Conduct	Conduct or behavioral data	*
Demographics	Date of Birth	*
	Place of Birth	no
	Gender	*
	Ethnicity or race	*
	Language information (native, or primary language spoken by student)	*
	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	X
Parent/Guardian Contact	Address	*
Information	Email	*
	Phone	*

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	*
Parent/Guardian Name	First and/or Last	*
Schedule	Student scheduled courses	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	Address	*
Information	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 passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	×
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	no
Student Survey Responses	Student responses to surveys or questionnaires	*
Student work	Student generated content; writing, pictures, etc.	*
	Other student work data -Please specify:	
Transcript	Student course grades	*
	Student course data	*
	Student course grades/ performance scores	*

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

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

EXHIBIT "B" SCHEDULE OF DATA PowerSchool SIS

Category of Data	Elements	Check if Used
Application Technology		by Your System
Meta Data	IP Addresses of users, Use of cookies, etc. Other application technology meta data-Please specify: Browser and browser version	x
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	х
Communications	Online communications 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: Student photo	x
Enrollment	Student school enrollment	x
	Student grade level	x
	Homeroom	x
	Guidance counselor	x
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information-Please specify: District Entry Date, Entry Grade Level, Exit Code	x
Parent/Guardian Contact	Address	x
Information	Email	x
	Phone	x

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	x
Parent/Guardian Name	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:	
Student Contact	Address	x
Information	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 passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	x
Student Survey Responses	Student 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

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

EXHIBIT "B" SCHEDULE OF DATA Schoology LMS

Cotogomy of Data		Check if Used
Category of Data	Elements	by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	x
Meta Data	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) attendance data	
	Student class attendance data	x
Communications	Online communications 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	Address	
Information	Email	x
	Phone	x

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

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

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

Category of Data	Elements	Check if U by Your Sy	
Application Technology	IP Addresses of users, Use of cookies, etc.	х	
Meta Data	Other application technology meta data-Please specify:		
Application Use Statistics	Meta data on user interaction with application	х	
Assessment	Standardized test scores	х	
	Observation data		
	Other assessment data-Please specify:		
Attendance	Student school (daily) attendance data		
	Student class attendance data		
Communications	Online communications captured (emails, blog entries)		
Conduct	Conduct or behavioral data	х	
Demographics	Date of Birth	х	
	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	х	
	Homeroom		
	Guidance counselor		
	Specific curriculum programs		
	Year of graduation	х	
	Other enrollment information-Please specify:		
Parent/Guardian Contact	Address	х	
Information	Email	x	
	Phone	х	

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

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

EXHIBIT "B" SCHEDULE OF DATA Unified Classroom

Category of Data	Elements	Check if Used by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	x
Meta Data	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) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	х
	Place of Birth	
	Gender	х
	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	Address	
Information	Email	x
	Phone	x

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	x
Parent/Guardian Name	First and/or Last	x
Schedule	Student scheduled courses	x
	Teacher names	x
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	x
	Student disability information	x
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact	Address	
Information	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 passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	x
Student Survey Responses	Student 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	

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

<u>EXHIBIT "B"</u> SCHEDULE OF DATA Unified Insights (aka Hoonuit)

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc. Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	х
Assessment	Standardized test scores	x
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	x
	Student class attendance data	x
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	x
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	x
	Language information (native, or primary language spoken by student)	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	Address	
Information	Email	
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	x
	Teacher names	x
Special Indicator	English language learner information	х
	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	Address	X
Information	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 passwords	
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	x
Student Survey Responses	Student 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

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

EXHIBIT "B" SCHEDULE OF DATA Unified Talent

Category of Data	ory of Data Elements		Check if Used by Your System	
Application Technology	IP Addresses of users, Use of cookies, etc.	x		
Meta Data	Other application technology meta data-Please specify:		<u> </u>	
Application Use Statistics	Meta data on user interaction with application	х		
Assessment	Standardized test scores			
	Observation data			
	Other assessment data-Please specify:			
Attendance	Student school (daily) attendance data			
	Student class attendance data			
Communications	Online communications captured (emails, blog entries)			
Conduct	Conduct or behavioral data			
Demographics	Date of Birth		Ĩ	
	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	Address			
Information	Email	•		
	Phone			

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
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	Address	
Information	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

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

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. 1

- By [
- 4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

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 [Coppell Independent School District] ("Originating LEA") which is dated May 17, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy 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: legalnotices@powerschool.com.

[NAME OF PROVIDER]

PowerSchool Group, LLC

Signature:

Printed Name: Angelina Hendraka

—DocuSigned by: Anzelina Hendraka

Date: 5/18/2023

Title/Position: Chief Accounting Officer

2. Subscribing LEA

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

Subscribing LEA:

BY:	Date:
Printed Name:	Title/Position:
SCHOOL DISTRICT NAME:	
DESIGNATED REPRESENTATIVE OF LEA:	
Name:	Title:
Address:	
Telephone Number:	Email:
TX-NDPA v1r6	

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 PowerSchool Group LLC.

Cybersecurity Frameworks

MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
International Standards Organization (ISO)	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)	CIS Critical Security Controls (CSC, CIS Top 20)
Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	5 5 5

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

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

EXHIBIT "G"

Supplemental SDPC State Terms for Texas

Version 1.0

This **Exhibit "G"**, as amended by Exhibit H, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between [Coppel Independent School District] (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. <u>**Covered Data.**</u> All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.
- 2. <u>Compliance with Texas Privacy Laws and Regulations.</u> In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.
- 3. <u>Modification to Article III, Section 2 of the DPA.</u> Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

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

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

5. <u>Modification to Article VII, Section 4 of the DPA.</u> Article VI, Section 4 of the DPA (Annual Notification of Rights.) is amended as follows:

Entire Agreement. This DPA and the Service Agreement constitutes 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.

- 6. <u>Reimbursement of Expenses Associated with Security Breach.</u> 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, including but not limited to costs and expenses associated with:
 - a. Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
 - b. Providing credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or 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 Texas State Board of Education, Texas Education Agency, or under other State or federal laws.
- No Exhibit E without unaltered DPA including Texas Addendum. Any alterations are only allowed in <u>Exhibit "H"</u>. Any terms under <u>Exhibit "H"</u> do not apply to <u>Exhibit "E"</u> and render <u>Exhibit "E"</u> null and void.

EXHIBIT "H"

Additional Terms or Modifications

Version 1.0

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

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

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

- 1.1. Article II, ¶ 1. (<u>Student Data Property of LEA</u>) is amended by striking ", including any modifications or additions or any portion thereof from any source,"
- 1.2. Article IV, ¶ 4. (No Disclosure) is amended by striking the word "of" and replacing with the word "or" in the sentence "This prohibition against disclosure shall not apply to aggregate summaries *of* Deldentified information."
- 1.3. Article IV, ¶ 5. (De-Identified Data) is amended by striking "and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer."
- 1.4. Article V, ¶ 2 (Audits) is amended as follows:

1.4.1 By removing the first sentence in the paragraph: "No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA" and replacing it with: "Provider's security compliance is assessed by independent third-party auditors. Upon LEA agreeing to an NDA, Provider shall provide access to information regarding Provider's ISO 27001:2103 certification and SOC II Reports. To the extent that Provider discontinues a third- party audit, Provider will adopt or maintain an equivalent industry-recognized security standard."

1.4.2 In the second sentence should read as follows:

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

- 1.4.3 The last sentence replaces the word "shall" with the word "may".
- 1.5. Article V, ¶ 4 (Data Breach) Section (5) the word "reasonably" is added in front of the word "cooperate".
- 1.6. Article VII, ¶ 1 (Termination) The second sentence should read "In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, or writing, the terms of this DPA shall apply and take precedence."
- 1.7. Article VII, ¶ 3 (Priority of Agreements) The second sentence is amended by striking ", license agreement,".

- 1.8. Article VI, ¶ 7 (Successors Bound) is amended by striking the entire paragraph and replacing it with "The Service Agreement successor language is binding."
- 1.9. Article VI, ¶ 8 (Authority) is amended by striking "all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof."

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

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

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

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

3. With respect to the DPA's EXHIBIT "G" SUPPLEMENTAL SDPC STATE TERMS FOR TEXAS:

3.1 First Paragraph, first sentence should read, "This **Exhibit "G**", as amended by **Exhibit "H"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms")"

3.2 **¶ 3.** (<u>Modification to Article III, Section 2 of the DPA</u>) Article III, Section 2 of the DPA (Annual Notification of Rights) is amended by deleted the entire paragraph "<u>Annual Notification of Rights.</u>" And replacing it with the following:

<u>"Consider Provider as School Official.</u> The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from the education records received from the LEA."

3.3 Section "(7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA." Shall be deleted.

3.4 Section "(8) "Securely Destroyed" shall be deleted and replaced with the word "deleted".

3.5 Section 5 "and the Service Agreement" is added back into first sentence.

3.6 Section 6, "any and all" shall be deleted and replaced with "direct"

3.7 **¶ 7.** (No Exhibit E without unaltered DPA including Texas Addendum) The first and last sentence are deleted to read:

"Any alterations are only allowed in Exhibit "H"."