# STANDARD STUDENT DATA PRIVACY AGREEMENT

## CA-NDPA Standard
Version 1.0 (10.22.20)

Irvine Unified School District
And

# Naviance Inc. by PowerSchool Group LLC

# June 26, 2021

This Student Data Privacy Agreement ("DPA") is effective as of June 26, 2021 (the "Effective Date") and is entered into by and between: Irvine Unified School District

, located at 5050 Barranca Parkway, Irvine, CA 92604

(the "Local Education Agency" or "LEA") and Naviance Inc. by PowerSchool Group LLC

, located at 400 E. Business Way, Ste. 400, Cincinnati, OH 45241

(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***

   ___X___ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

   _____ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the **"Services"**).

6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: __Michelle Bennett_____ Title: __Contracts Specialist_____

Address: __5050 Barranca Parkway, Irvine, CA 92604_____

Phone: __949-936-5022_____ Email: __MichelleBennett@iusd.org_____

The designated representative for the Provider for this DPA is:

Name: __Daniel Mann_____ Title: __General Counsel_____

Address: __400 E. Business Way, Ste. 400, Cincinnati, OH 45241_____

Phone: __703-200-5707_____ Email: _____

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

**LEA:** Irvine Unified School District

By:_____ Date: _November 5, 2021_

Printed Name: __John Fogarty_____ Title/Position: __Asst Supt Business Services__

(IUSD Board Approved 12/14/2021)

**PROVIDER:** Naviance Inc. by PowerSchool Group LLC

By:_____ Date: _11/3/2021_

Printed Name: __ERIC SHANDER_____ Title/Position: _____CFO_____

**STANDARD CLAUSES**
Version 3.0

# ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

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

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

# ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

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

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider may, 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 if the Provider offers or provides such accounts for students.

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

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

# ARTICLE III: DUTIES OF LEA

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

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

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

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

# ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than (1) the Services outlined in Exhibit A, or the Service Agreement; (2) as authorized under the statutes identified in this this DPA; or (3) as required under applicable law.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5.  **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de- identified Student Data to any third party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6.  **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D".** If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

7.  **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## ARTICLE V: DATA
## PROVISIONS

1.  **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2.  **Verification of Security and Privacy Measures.** Provider will make available to LEA, as soon as possible following the date hereof and at least once every calendar year thereafter, Provider's ISO/IEC 27001 Statement of Applicability (the "SOA"), ISO 27001 certificate issued by the relevant certification body, or equivalent documents relative to an accepted alternative security program and relative to the applicable product or services. No more than once a year or following notice of an unauthorized access to District supplied student data, (as further described in Section 4, below) the LEA may make reasonable inquiry to determine whether the Provider is taking reasonable measure to safeguard the privacy and security of the LEA's student data.

3.  **Data Security.** The Provider agrees to utilize commercially reasonable administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure,

acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider's cybersecurity program is aligned with the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA of the fact of the breach in the most expedient manner possible, but no later than seventy-two (72) hours of the confirmation of the incident. Thereafter the Provider shall issue a detailed notice of the incident within seven (7) days 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 applicable federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## ARTICLE VI: GENERAL OFFER OF TERMS

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

## ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to

Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

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

## EXHIBIT "A.1" NAVIANCE
### DESCRIPTION OF SERVICES

Naviance is a web and mobile-based college and career readiness platform owned and operated by PowerSchool Group LLC. Naviance helps students explore goal setting, career interests, academic planning, and college preparation, while operating as the system of records for schools and districts. explore goal setting, career interests, academic planning, and college preparation. It allows schools and districts to guide student achievement around college and career readiness and assess their progress in meeting those institution goals, while also operating as the system of records for schools and districts.

## EXHIBIT "A.2" UNIFIED INSIGHTS (AKA HOONUIT)
### DESCRIPTION OF SERVICES

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.

**EXHIBIT "B.1"**
**NAVIANCE**
**SCHEDULE OF DATA**

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

| Category of Data | Elements | Check if Used by Your System | |
|---|---|---|---|
| Parent/Guardian ID | Parent ID number (created to link parents to students) | Y | |
| Parent / Guardian Name | First and/or Last | Y | |
| Schedule | Student scheduled courses | Y | |
| | Teacher names | Y | |
| Special Indicator | English language learner information | | |
| | Low income status | Y | |
| | 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 | Y | |
| | Email | Y | |
| | Phone | Y | |
| Student Identifiers | Local (School district) ID number | Y | |
| | State ID number | Y | |
| | Provider/App assigned student ID number | Y | |
| | Student app username | Y | |
| | Student app passwords | Y | |
| Student Name | First and/or Last | Y | |
| 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 | Y | |
| Student Survey Responses | Student responses to surveys or questionnaires | Y | |
| Student work | Student generated content; writing, pictures, etc. | Y | |
| | Other student work data -Please specify: | | |
| Transcript | Student course grades | Y | |
| | Student course data | Y | |
| | Student course grades/ performance scores | Y | |

| Category of Data | Elements | Check if Used b y YOU! System | | |
|---|---|---|---|---|
| | Other transcript data - Please specify: | | | |
| Transportation | Student bus assignment | | | |
| | Student pick up and/or drop off location | | | |
| | Student bus card ID number | | Y | |
| | 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.2"
HOONUIT
SCHEDULE OF
DATA

## Unified Insights - Hoonuit

| Category of Data | Element | Check if used |
|---|---|---|
| Application Technology Meta Data | IP Addresses of users, Use of Cookies, etc. | |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta Data on user interaction with application | x |
| Assessment | Standardized test Scores | x |
| | Observation Data | |
| | Other assessment data-Please specify: | |
| Attendance | Student School (daily) attendance data | x |
| | Student class attendence data | x |
| Communications | Online Communications that are captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | x |
| Demographics | Date of Birth | x |
| | Place of Birth | x |
| | Gender | x |
| | Ethnicity or race | x |
| | Language information (native, or primary language spoken by student) | x |
| | Other demographic information-Please specify: | x |
| Enrollment | Student School Enrollment | x |
| | Student grade level | x |
| | Homeroom | x |
| | Guidance counselor | x |
| | Specific curriculum programs | x |
| | Year of graduation | x |
| | Other enrollment information - Please specify: | |
| Parent/Guardian Contact information | Address | |
| | Email | |
| | Phone | |
| | Parent ID number (created to link parents to students) | |
| | First and/or Last | |
| Schedule | Student scheduled courses | x |
| | Teacher names | x |

| | | |
|---|---|---|
| | English Language Learner information | x |
| | Low income status | x |
| | Medical alerts/health data | x |
| Special indicator | Student disability information | x |
| | Specialized education services (IEP or 504) | x |
| | Living situations (Homeless/foster care) | x |
| | Other indicator information-Please specify: | |
| Student Contact information | Address | x |
| | Email | x |
| | Phone | x |
| | Local (school district) ID number | x |
| Student Identifiers | State ID number | x |
| | Provider/App assigned student ID number | |
| | Student app username | |
| | Student app password | |
| Student Name | First and/or Last | x |
| Student in App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student program membership | Academic or extracurricular activies a student may belong to or participate in | x |
| Student survey responses | Responses to surveys or questionnaires | x |
| Student Work | Student generated content; writing, pictures, etc. | |
| | Other student work data -Please specify: | |
| | Student course grades | x |
| | Student course data | x |
| Transcript | Student course grades/ performance scores | x |
| | Other transcript data-Please specify: | |
| | Student bus assignment | x |
| | Student pick up and/or drop off location | x |
| Transportation | Student bus card ID number | |
| | Other transportation data-Pease specify: | |
| Other | Please list each additional data element used, stored, or collected by your application: | |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

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.

**Originating LEA**: A local education agency who originally executes the DPA in its entirety with the Provider.

**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:** The term "School Official" has the same meaning as defined in 34 CFR § 99.31(b).

**Service Agreement:** Refers to the Contract, Terms of Service and/or Terms of Use.

**Student Data:** Student Data means "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law including Ca state law AB1584. Student Data may include but is 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 permit identification of a specific student. Student Data includes Metadata. 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 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" means a party who Provider uses for data collection, analytics, storage, or other service to operate, provide, 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.

## EXHIBIT "D"
## DIRECTIVE FOR DISPOSITION OF
## STUDENT DATA

Provider to dispose of Student 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 Student Data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

Disposition is Complete. Disposition extends to all categories of Student Data.

2. Nature of disposition

Disposition shall be by destruction or deletion of Student Data.
Disposition shall be by a prompt return of student data to the district to the extent possible and shall not apply to de-identified data. For the avoidance of doubt backups not regularly accessible in the normal course of business will be deleted in a reasonable time period.
**[Insert or attach special instructions]**

3. Schedule of Disposition

Student Data shall be disposed of by the following date:

As soon as commercially practicable.

By

4. Signature


_____                    _____
Authorized Representative of LEA                     Date

5. Verification of Disposition of Student Data


_____                    _____
Authorized Representative of Provider                Date

## EXHIBIT "F"
### DATA SECURITY REQUIREMENTS

**Adequate Cybersecurity Frameworks**

Provider will use at least one of the following Cybersecurity Framework:
Cybersecurity Frameworks

| | MAINTAINING ORGANIZATION/GROUP | FRAMEWORK(S) |
|---|---|---|
| ☐ | National Institute of Standards and Technology | NIST Cybersecurity Framework Version 1.1 |
| ☐ | National Institute of Standards and Technology | NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171 |
| X ☐ | International Standards Organization | Information technology - Security techniques - Information security management systems (ISO 27000 series) |
| ☐ | Secure Controls Framework Council, LLC | Security Controls Framework (SCF) |
| ☐ | Center for Internet Security | CIS Critical Security Controls (CSC, CIS Top 20) |
| ☐ | Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S)) | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR) |

*Please visit htt p:// www.eds pex.org 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 California**

**Version 1.0**

This Amendment for SDPC State Terms for California **("Amendment")** is entered into on the date of full execution (the **"Effective Date"**) and is incorporated into and made a part of the Student Data Privacy Agreement **("DPA")** by and between:   Irvine Unified School District
, located at 5050 Barranca Pkwy, Irvine, CA 92604(the **"Local Education Agency"** or **"LEA")** and
            Naviance Inc. by PowerSchool Group LLC  , located at   400 E. Business Way, Ste. 400, Cincinnati, OH 45241
(the **"Provider").**
All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS,** the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of Student Data; and/or (b) digital educational software that authorizes Provider to access, store, and use Student Data; and

**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 C.F.R. Part 99); the Protection of Pupil Rights Amendment **("PPRA")** at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act **("COPPA")** at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS,** the Provider will provide the services to LEA within the State of California and the Parties recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act **("SOPIPA")** at California Bus. & Prof. Code§ 22584; California Assembly Bill 1584 **("AB 1584")** at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS,** the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

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

**Term.** The term of this Amendment shall expire on the same date as the DPA, <u>unless otherwise terminated by the Parties.</u>

**Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended to read as follows:

 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. Students will not be charged directly for using the recommended updates, features and/or services.

**[SIGNATURES BELOW)**

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

**LEA:** Irvine Unified School District

By:_____     Date. November 5, 2021

_____

Printed Name: John Fogarty_____     Title/Position: Asst Supt Business Services

IUSD Board Approved 12/14/2021

**PROVIDER:** Naviance Inc. by PowerSchool Group LLC

By:_____     Date. 1/3/2021

_____

Printed Name: ERIC SHANDER_____ Title/Position:_____ CFO_____