



**Liberty Common School**

1725 Sharp Point Dr. Fort Collins, CO 80525

**Liberty Common High School**

2745 Minnesota Dr. Fort Collins, CO 80525

**EXHIBIT A**

**CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM**

This Confidentiality Addendum (“Addendum”) is hereby incorporated into any Agreement between Liberty Common School (LCS) and \_\_\_\_\_ (Contractor). Attached after the Addendum is the referenced Agreement. This Addendum is part of the Contract between LCS and the Contractor.

**RECITALS**

- A. LCS wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (PII) (defined below).
- B. LCS and Contractor intend to protect the privacy and provide for the security of Student PII (PII) disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 22-16-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.

The parties agree as follows:

A. Definitions

- 1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

2. "Destroy" refers to data destruction, and means to remove Student PII from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with governing law and current industry standards, so that the Student PII is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
3. "Incident" means an accidental or deliberate activity that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a LCS system or Student PII regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a LCS system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student PII; or (v) changes to LCS system hardware, firmware, or software characteristics without LCS's knowledge, instruction, or consent.
4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of LCS; and collects, maintains, or uses Student PII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.
5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with LCS to provide a School Service.
6. "Student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations. LCS understands that Contractor will rely on one or more subcontractors to perform services under this Agreement. Contractor agrees that all subcontractors, and any successor entities, will be subject to state and federal laws and to the terms of the Agreement, and any data disclosed to subcontractors shall be revealed to LCS upon request.

8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.
9. "Data" means all Student PII and other non-public information. Data may not be used for any purposes other than the specific purposes outlined in this Agreement.

#### B. General Provisions

1. LCS reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.
3. Contractor shall immediately forward to LCS's principal representative any request or demand from a third party for PII in the possession of Contractor.
4. Upon request of LCS, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Addendum by LCS or by a LCS approved delegate.
5. Contractor shall send LCS a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Contractor's privacy policies. Contractor shall require LCS's informed consent before any new privacy policies are implemented.

#### C. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that LCS may terminate the contract with Contractor.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify LCS within one calendar day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. No later than thirty (30) days after the signing of this Contract, upon request of LCS, Contractor will provide LCS information detailing the purpose and the scope of the

contract between the Contractor and all Subcontractors and the types and uses of PII that Subcontractor(s) holds under the Contract between the Contractor and Subcontractor(s).

5. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

#### D. End of Agreement

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, LCS may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).
2. Upon request by LCS made before or within thirty (30) calendar days after termination of the Contract, Contractor shall make available to LCS a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all PII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
3. In compliance with the prescriptions of C.R.S. 22-16-110 (3), following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all PII and data collected, generated, or inferred as a result of this Contract. The Contractor shall notify LCS of the date upon which all PII is Destroyed.
4. LCS retains the right to use the established operational services to access and retrieve PII stored on Contractor's infrastructure at its sole discretion.

#### E. Use

1. In compliance with C.R.S. 22-16-109 (1)(a), the Contractor shall not use or share PII beyond the purposes set forth as follows:
  - a. To only carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.
  - b. [Vendor to insert any services involving PII and the purposes for using PII].
2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
3. During the term of this Contract, if LCS requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five calendar days after the date of the request unless:

- a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
  - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's PII.
4. If Contractor seeks to share or publically release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data publically. For data that is de-identified or aggregate, the following requirements apply:
- a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
  - b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
  - c. Contractor shall de-identify data to remove cumulative re-identification risks.
  - d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.
  - e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of LCS, provide LCS with a document that lists the steps and methods the Contractor shall use to de-identify the information.
  - f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publically released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

#### F. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify LCS within one (1) calendar day and cooperate with LCS regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to LCS within ten (10) calendar days of notifying LCS of an Incident. LCS reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, LCS, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse LCS for the reasonable costs thereof.
4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, LCS, or their respective agents. Contractor shall indemnify, save, and hold harmless LCS, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Addendum. Notwithstanding any other provision of this Contract, Contractor shall be liable to LCS for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.
5. In the event of an Incident, Contractor shall provide LCS or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

#### G. Disallowed Activities

A Contractor that uses, creates, or acquires PII shall not knowingly engage in any of the following activities:

1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of LCS and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
  - a. To ensure legal or regulatory compliance or to take precautions against liability.
  - b. To respond or to participate in the judicial process.
  - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.

d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall notify LCS within two (2) calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.
6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by LCS or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

#### H. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession, and shall hold LCS harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, in a form acceptable to LCS, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide LCS or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of PII, maintaining LCS systems, and evaluating physical and logical security control effectiveness.
4. Contractor shall perform, in a form reasonably acceptable to LCS, current background checks on all of its respective employees and agents performing services or having access to PII provided under this Contract. The background checks must include, but are not limited to the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. A background check performed within thirty (30) calendar days prior to the date such employee or agent begins performance or obtains access to PII shall be deemed to be current.

5. Contractor shall have strong access controls in place.
6. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
7. Contractor shall protect all PII with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
8. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
9. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
10. Contractor shall implement annual intrusion penetration/vulnerability testing.
11. Contractor will encrypt PII in transit and PII at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
12. Contractor shall provide annual, mandatory security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract.
13. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
14. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit PII. Contractor shall never send PII via email or transport PII on removable media.
15. Contractor shall have physical security in buildings housing PII, along with controlled physical access to buildings and/or data centers.
16. Contractor's devices used to copy or scan hard copies of PII must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing PII are discouraged and must be physically secured, not left unattended, and physically Destroyed.
17. Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud based services is prohibited. Contractor shall use secondary

encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to LCS inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

#### I. Transparency Requirements

1. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from LCS.
2. Contractor acknowledges that LCS will post this Contract to LCS's website.
3. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its public website:
  - a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
  - b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party or successor entities.
  - c. The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
  - d. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy.

4. Contractor shall, upon request from LCS, provide the names of Subcontractors, data elements accessible by Subcontractors, and Subcontractors use or planned use of sharing PII.

#### J. Exclusions:

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools

or to students and their families.

4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

K. This Addendum does not prohibit Contractor's use of PII to:

1. Use adaptive learning or design personalized or customized education, so long as Contractor has agreed to the transparency requirements of this Agreement.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to LCS, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

**THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM**

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that LCS is relying on their representations to that effect.**

**CONTRACTOR**

By: \_\_\_\_\_  
Name of Authorized Individual

Title: \_\_\_\_\_  
Official title of Authorized Individual

\_\_\_\_\_  
\*Signature  
Date: \_\_\_\_\_

**LCS**

By: William Kranz  
Name of Authorized Individual

Title: Director of IT  
Official title of Authorized Individual

 \_\_\_\_\_  
\*Signature  
Date: 6/6/2019

# Exhibit B

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## **Submissions**

PowerSchool always welcomes suggestions and comments regarding this Site from Users. Any comments or suggestions submitted to this Site or PowerSchool, either online or offline, will become PowerSchool's property upon their submission. This policy is intended to avoid the possibility of future misunderstandings when projects developed by PowerSchool might seem to others to be similar to their own submissions or comments.

## **Digital Millennium Copyright Act Compliance**

If you have any copyright concerns about any materials posted on this site ("PowerSchool Site") by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512). Unless otherwise stated in any specific DMCA designation provided by PowerSchool, please provide us with written notice ("Notice") by contact-using our Designated Agent at the following address:

Designated Agent

PowerSchool Group LLC

150 Parkshore Dr

Folsom, CA 95630

email: [Webmaster@PowerSchool.com](mailto:Webmaster@PowerSchool.com)

To be effective, the Notice must include the following:

A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, (“Complaining Party”) of an exclusive right that is allegedly being infringed upon;

Information reasonably sufficient to permit PowerSchool to contact-us the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;

Identification of the allegedly infringing material on the PowerSchool Site (“Infringing Material”), and information reasonably sufficient to permit PowerSchool to locate such material on the PowerSchool Site;

Identification of the copyrighted work claimed to have been infringed upon (“Infringed Material”), or if multiple copyrighted works at a single PowerSchool Site are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);

A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **General Information; Governing Law**

The Terms of Use constitute the entire agreement between you and PowerSchool, govern your use of this Site, and supercede any prior agreements between you and PowerSchool concerning this Site. You also may be subject to additional terms and conditions that may apply when you use affiliated services, third-party content or third-party software. These Terms of Use and the relationship between you and PowerSchool will be governed by the laws of the State of New York without regard to its conflict of law provisions. You and PowerSchool agree to submit to the personal and exclusive jurisdiction of the courts located within the County of New York, State of New York. The failure of PowerSchool to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **Violations**

Please [Contact Us](#) to report any violations of the Terms of Use.

PowerSchool Group LLC. (Revised – July, 2015)

Go to our [Privacy Policy](#).

# Exhibit C

PLEASE READ THE FOLLOWING CAREFULLY

## Introduction

This Privacy Statement provides information on how PowerSchool Group, LLC collects, uses, and protects personal information. PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for personal data at all times. When we refer to “us,” “we,” “our,” or “PowerSchool” in this Privacy Statement, we are referring to PowerSchool and its affiliates. Privacy is a fundamental right for all individuals. Our clients entrust us with the personal information of both employees and parents, and students. On this basis, we take the responsibility attached to this information very seriously.



We are EU-U.S. Privacy Shield certified and a signatory of the Student Privacy Pledge.

**This Privacy Statement governs all the manners in which PowerSchool collects personal information directly from you.** Whether you are a visitor to our websites, request a trial of our products or a whitepaper, or any other communication with us (such as attendance at a conference or trade show), this Privacy Statement governs our use of personal information for products and services that we provide directly to you as what is known as a “data controller.”

**When a customer’s privacy statement/policy governs.** If you are an end-user (parent or student) of our customer (a school or school district) and you are using PowerSchool products and services through our customer (your school or school district), we are considered a “data processor.” In these cases, your school or school district’s privacy statement or privacy notice governs the use of any personal information. Our Privacy Statement does not supersede the terms of any agreements between us and your school or school district (our customer), nor does it affect the terms of any agreement between the student and the student’s school or school district. From time to time we will need to update this Privacy Statement to reflect changes to our PowerSchool products and services, the way we operate, or to meet new legal and regulatory requirements.

This Privacy Statement was last updated on December 1, 2018. You will find the latest version of this Statement at <https://www.powerschool.com/privacy/>. When we update this Statement, we will explain changes as listed directly below.

We have completely redesigned our Privacy Statement following the effectiveness of the EU’s General Data Protection Regulation. This includes unifying our policies into one single policy for users of our websites, Customers, and Parents and Students whose information we process on behalf of our Customers. We have not changed the way in which we use your personal information.

## What Information We Collect and How We Use It

The nature of the personal information we collect and how we use it depends on the context in which we collect that personal information. Please see the section below that applies to you.

**Website Users.** You may visit any PowerSchool website without having to log in or provide any personal information. If you are on a PowerSchool website to access a service or product, you may need to log in to make use of the functionality of the particular product.

### Information We Collect

- **Directly from you.** You may voluntarily provide us information when you complete a form or survey on our website or subscribe to our blog or newsletters. You may also provide information when you register for an account through a PowerSchool website to log in to use a product or service. You may also submit a resume or other information through our [Careers](#) If you submit an application or resume, PowerSchool will collect and retain the submission, including your personal information and use this information to evaluate you for an employment position at PowerSchool as detailed per the [Candidate Privacy Notice](#). All information is submitted through our third party provider, HireBridge, and is subject to their [privacy policy](#). If you provide information when you communicate through our PowerSchool communities, we may link this information with your personal information.
- **Indirectly from you.** We collect information about the pages you visit and how you access and use the PowerSchool websites using cookies, tracking technologies and other third party analytics tools. This information includes information about the devices you use to access the PowerSchool website including unique device identifiers, IP address, operating system, browser, and cookies. Depending on your device settings, we may also collect information about your geographical location. You can learn about our use of cookies, and set your preferences, in our [Cookie Statement](#).
- **Information from third parties.** We may supplement the information we collect with information from the PowerSchool Group affiliates and other third parties that we use to promote our products and services. For example, we may receive information from a third party about how well an online marketing or email campaign performed, or from conference and trade show organizers.

### How We Use This Information

We use the information collected to provide and improve our website services and our products and to analyze usage information for sales and marketing purposes. We also use the information collected to communicate with you in any manner that you have requested. This analysis is necessary to further our legitimate interest in understanding our users and their interactions with us and our websites to best iterate and improve on our websites and communications, including marketing purposes, and to provide you with content that you have requested.

We keep website usage information for as long as necessary for the purposes described above. Account information is retained until you delete the account and for a

limited period thereafter. Where you have provided information in forms, we retain the information as long as it is required, depending on the nature of the request. If you unsubscribe from receiving marketing communications from us, we will keep a record of this to ensure that you do not receive such communications in the future.

Third party information that we collect from social media may be used to provide you with requested information or our newsletter or contact you regarding our services, opportunities, products, and/or events.

#### How We Share This Information

Where we use third-party analytics tools to help us understand how the PowerSchool websites are used, these parties will have access to some of your personal information. This includes analytics tools such as Google Analytics and LinkedIn Lead Gen. Learn more about our use of cookies in our [Cookie Statement](#).

We also share information with our vendors and service providers and other third parties for legal or business purposes, but only as permitted and subject to required limitations. See Vendors & Other Disclosures.

**Customers (Schools and School Districts).** If you are a customer of PowerSchool, we are providing our products and services directly to your school or school district and we are a “data controller” for purposes of the personal information collected in connection with the customer accounts.

#### Information We Collect

- **Directly from you.** We collect information necessary to provide the educational technology services as directed by you. The information collected from you depends on the specific product and what is needed to integrate with your systems and to set up and maintain accounts. This includes information in the following data categories:
  - Account information: The exact elements will depend on the product and what specific information you as a customer provide us, but often we receive from you include pupil records of students and parents of students enrolled in your school or district, such as directory information, email addresses, student IDs, account credentials, courses students are enrolled in, health information kept in student records. We also collect employee account information including user names, email addresses and titles to initially set up products and services for you. Depending on your needs as a customer, we may also collect financial information of students and parents of students as you make available to us in order to provide services.
- **Indirectly from you.** We collect device and usage information when you access and use our products and services, including information that your browser or the mobile app sends when you are using it. This data may include your unique device identifier, IP address, your browser type and configuration, the date and time of your use of the product or service and cookie data. Learn more about our use of cookies in our [Cookie Statement](#).
- **From third parties.** We may receive information from affiliates in our PowerSchool Group of companies and other third parties. For example, we may

receive limited personal information from third-party services that integrate with or complement the PowerSchool products or services in order to provide you with the best possible user experience.

#### How We Use This Information

We use your information to provide you the features and functionality of the PowerSchool products and services, as well as to communicate directly with you and allow you to communicate with other PowerSchool users. It is necessary for us to use your information in this manner in order to provide you with the services your school district has requested pursuant to its agreement with PowerSchool.

We will use your information to provide you with news and information about new products and services. Any such marketing communications from us may be discontinued at any time. See Marketing. We may also use de-identified and aggregated information to understand and improve our products and services.

We may share general customer contact information with certain Partners as is necessary to offer and provide our products and services to our current and prospective clients. No customer data other than general institution contact information is provided for these purposes. For absolute clarity, we do not provide any student data or personally identifiable information to any Partners for marketing purposes.

#### How We Share This Information

We share information to provide the PowerSchool products and services to you and further improve them. Within PowerSchool, your information will be accessed only by those who have a need to provide the PowerSchool products and services. We use vendors to help us provide the PowerSchool products and services to your school or school district. For example, if your school or school district has a hosted PowerSchool product or service, Amazon Web Services and Azure provide our cloud hosting facilities. Third-party analytics tools may also have access to your personal information to help us understand how the PowerSchool products and services are being used. Learn more about our use of cookies and analytic tools in our [Cookie Statement](#).

#### Student Personal Information

**PowerSchool is a data processor with respect to student personal information and the PowerSchool customer (school or school district) is the data controller. By entering into an agreement with PowerSchool to provide products and services, you acknowledge that PowerSchool is a data processor with respect to personal information received from you or from a student/parent in connection with the PowerSchool products and services.**

## Student Personal Data Ownership

All student personal data remains the property of and is solely owned, and thereby controlled, by our PowerSchool customers. You grant PowerSchool a non-exclusive, royalty free license, to use equipment, software, your data or other material of yours solely for the purpose of providing, maintaining, and supporting you and other licensees with PowerSchool products and services.

PowerSchool will only use student personal data for the purposes of providing the products and services that you have contracted with us to provide and we will process student personal data according to your instructions and the terms of our contract.

Student personal data will not be used for targeted Advertising by PowerSchool or any of its affiliates.

## **Parents and Students**

**The school or school district decides how your personal information is used.** PowerSchool provides learning and registration products and services to end-users of a school or school district (our customers) as a “data processor.” The main responsibility of what is known as a “data controller” lies with the school or school district. This also means that the school or school district’s own privacy statement governs the use of student personal information. PowerSchool’s customers determine what information we collect through the PowerSchool products and services and how it is used, and we process that information according to our customer’s instructions and the terms of our contract with our customer.

This section of our Privacy Statement is provided for informational purposes and describes how parent and student personal information is used when PowerSchool products and services are provided through a school or school district. How that information is used depends on the school or school district, so please consult your institution’s privacy statement.

### Information We Collect

- **Information provided to us by a school or school district.** The PowerSchool products and services integrate with our customer’s systems. The specific information that is collected from the school or school district depends upon the PowerSchool product or service, but in general, this information includes but is not limited to: name, age, email address, student ID, account credentials, academic and student records, certain health information kept in student records, courses a student is enrolled in when we initially set up the products, and additional records as requested by the school or school district. Depending on the school or school district’s request, we may also collect financial information of students and parents of students as is made available to us in order to provide services. PowerSchool will receive regular updated information to keep account information accurate and up to date.
- **Directly from a parent or student:** Depending on the PowerSchool products and services your school (or your child’s school) uses, we will collect the following data categories directly: name, age, email address, student ID, account credentials, academic and student records, certain health records, courses a student is enrolled in when we initially set up the products and services for your institution, and additional records as requested by the school or school district. Depending on the school or school district’s request, we may also collect financial information of students and parents of students in order to provide services. PowerSchool will receive regular updated information to keep account information accurate and up to date.

- **Indirectly from a parent or student:** We collect device and usage information when you access and use PowerSchool products and services, including information that your browser or the mobile app sends when you are using it. This data may include your unique device identifier, IP address, your browser type and configuration, the date and time of your use of the product or service, and cookie data. Learn more about our use of cookies in our [Cookie Statement](#).

#### How We Use This Information

**On behalf of your school or school district.** We use your information on behalf of and under the instruction of your child's school or school district, which is the data controller. We use the information in accordance with our agreement with your child's school or school district to operate, maintain, and provide the features and functionality of the PowerSchool products and services. Your child's school or school district determines how the personal information is used.

#### How We Share This Information

We share student information in accordance with our agreement with your (or your child's) school or school district. Generally, this includes the sharing of such information inside and outside PowerSchool under certain terms. Student information will be accessed inside PowerSchool only by those who have a need to know to provide the PowerSchool products and services and improve them. For example, our technical and client support teams may have access to personal information when the PowerSchool products and services are implemented for your school or school district or when software or other changes are required for support and maintenance purposes. We use vendors to help us provide the PowerSchool products and services to you (or to your child) on behalf of our school or school district customer.

## Sharing with Vendors, Partners, and Other Disclosures

### Vendors

We engage directly with certain third-party companies to help us provide the PowerSchool products and services to our customers or to you or to perform work on our behalf ("Vendors"). Our vendors are required to abide by our privacy and security instructions and are contractually restricted from using any personal information they access or receive from us for any purposes other than as needed to perform such services. We may use vendors to help us conduct marketing campaigns or events and disclose customer contact information necessary for those activities.

### Partners

Your institution may work with third-party companies to provide additional content and functionality which requires access to PowerSchool products and services ("Partners"). Only with your institution's permission, will we share information about you, such as your name, email, or student ID, that is required to provide you with access to the products and services that have been requested by your institution. In these cases, these Partners will enter into an agreement directly with your institution regarding the processing of any data at the direction of your institution.

## Other Types of Disclosures

We may also share your information where required under the following circumstances:

- Where permitted by applicable law and by contracts with our customers, we may disclose your information in the course of a corporate transaction such as a merger, acquisition, sale of assets, or a financing, or pursuant to a bankruptcy, dissolution proceeding or reorganization.
- We may need to disclose your information to comply with legal or regulatory requirements and to respond to lawful requests, court orders, and legal processes. Where such disclosures relate to personal data we hold as a data processor on behalf of our customers, we will refer such requests to our customers where permissible.
- We may need to disclose your information to protect and defend the rights, property, or safety of PowerSchool, our customers, or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or other misuse of our systems.
- We may disclose aggregated or de-identified (anonymized) information that is no longer associated with a person to enhance and promote the PowerSchool products and services. **PowerSchool does not rent, sell, or otherwise provide access to student personal data to third parties for marketing or advertising purposes.**

## Marketing

We conduct marketing to promote the PowerSchool products and services, but do not use or disclose information (whether personal information or otherwise) about students that we collect through the provision of PowerSchool products and services for targeting of advertisements to students.

When we conduct (or sponsor) events, conferences, and webinars, we will collect information about attendees, such as the session they attend and their contact information to provide them information about PowerSchool products and services and other PowerSchool information.

## Marketing Preferences and Opt-Out

Our marketing emails will always include an “unsubscribe” link so that you can change your preferences and opt-out of receiving marketing emails or communications from PowerSchool. You can also send us email at [webmaster@powerschool.com](mailto:webmaster@powerschool.com) to unsubscribe.

Please note that even if you opt-out of marketing emails, we may still need to contact you with important information about your PowerSchool account.

## Interest-based Advertising

We use third party advertising tools to collect information about your visits to the PowerSchool websites to provide targeted advertisements to you based on your browsing history on other websites or on other devices you may use. To learn more about interest-based advertising and how you may be able to opt out of some of this advertising, you can visit the Network Advertising Initiative’s online resources at <http://www.networkadvertising.org/choices>, the DAA’s resources

at <http://www.aboutads.info/choices> and/or Your Online Choices at <http://www.youronlinechoices.com.uk>.

### **Google Analytics and Advertising**

We also use Google Analytics and other third-party cookies to collect certain information about your visits to our PowerSchool websites. You can opt-out of third-party cookies from Google Analytics using the [Google Analytics opt-out browser setting add-on](#) or other ad management tools.

You can learn more about our use of cookies in our [Cookie Statement](#) and you can learn about managing your preferences.

### **“Do Not Track” Signals**

Without a common industry or legal standard for interpreting so-called “Do Not Track” (DNT) signals, PowerSchool does not respond to browser DNT signals. We will continue to monitor further development of a DNT standard by the privacy community and industry.

## **Children’s Privacy**

We do not knowingly collect any information from children under the age of 16 unless and until the PowerSchool customer (school or school district) has provided authorization for a student under 16 to use the PowerSchool products and services and for us to collect personal information from such student.

Please contact us at [legal@powerschool.com](mailto:legal@powerschool.com) if you believe that we have inadvertently collected personal information from a child under 16 without proper consent. This will allow us to delete such information as soon as possible.

## **Security**

PowerSchool employs a variety of physical, administrative, and technological safeguards that are designed to protect personal information against loss, misuse, and unauthorized access or disclosure. We strive to continuously enhance our technical and operational security measures. Our measures consider the type and sensitivity of the data being collected, used, and stored, and the current state of technology and threats to information. PowerSchool’s security measures include data encryption, firewalls, data use and access limitations for personnel and vendors, and physical access controls to our facilities. PowerSchool independently verifies its security management system to the internationally recognized standard for security management and holds ISO 27001 certification. PowerSchool also aligns its privacy and security operations to best practices and relevant international regulations.

## **Information Regarding EU-U.S. Privacy Shield**

PowerSchool is headquartered in the United States, and data is transferred to the United States for processing for the purposes of providing PowerSchool products and services to customers outside the United States. This subsection is only applicable to customers that have contracted with PowerSchool and reside in the European Union. PowerSchool participates in the EU-U.S. Privacy Shield framework, and

therefore adheres to the Privacy Shield Principles regarding the collection, use, and retention of personal information received from the European Union. In the event of an unauthorized transfer of EU students' PII, which PowerSchool received pursuant to the EU-U.S. Privacy Shield, PowerSchool may be potentially liable. For more information on the Privacy Shield framework, including the Privacy Shield Principles, please visit the Privacy Shield website (<https://www.privacyshield.gov/>).

We encourage you to contact us at [EULegal@powerschool.com](mailto:EULegal@powerschool.com) should you have a Privacy Shield-related question, concern, and/or complaint. PowerSchool takes all concerns about privacy and use of personal information seriously, and shall endeavor to reply to you within 45 days of receiving a complaint. If we fail to respond to you within that time, or for any complaints that cannot be resolved with PowerSchool directly, PowerSchool has chosen to cooperate with JAMS as its independent recourse mechanism that is available to you, at no cost to you, to investigate unresolved complaints regarding PowerSchool's compliance with the Privacy Shield. Please visit the JAMS' Privacy Shield website (<https://www.jamsadr.com/eu-us-privacy-shield>) for more information. As further explained in the Privacy Shield Principles, a binding arbitration option will also be made available to you in order to address residual complaints not resolved by any other means. Please see the [Privacy Shield arbitration requirements](#) for further information.

PowerSchool is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

## IF YOU ARE LOCATED IN THE EUROPEAN ECONOMIC AREA (EEA) OR SWITZERLAND

**THIS SECTION ONLY APPLIES TO USERS OF OUR PRODUCTS AND SERVICES THAT ARE LOCATED IN THE EUROPEAN ECONOMIC AREA, UNITED KINGDOM OR SWITZERLAND AT THE TIME OF DATA COLLECTION. WE MAY ASK YOU TO IDENTIFY WHICH COUNTRY YOU ARE LOCATED IN WHEN YOU USE SOME OF OUR PRODUCTS OR SERVICES, OR WE MAY RELY ON YOUR IP ADDRESS TO IDENTIFY YOUR COUNTRY LOCATION.**

- **PowerSchool's relationship to you.** A "data controller" is an entity that determines the purposes for which and the manner in which any personal information is processed. Any third parties that act as our service providers are "data processors" that handle your personal information in accordance with our instructions. With respect to the personal data of our customers or received through our PowerSchool websites, PowerSchool is a controller in relation to the information that you enter directly into the website about yourself or when you register for an account through your school or school district. To the extent that PowerSchool receives personal information through its customers' (school or school district) use of PowerSchool products or services, PowerSchool is a processor and the PowerSchool customer is the data controller.
- **Individual data subject rights.** In many of the PowerSchool products and services, you will be able to access student information as well as change and delete some of the information by logging into the parent/student account. If you cannot access, correct, or delete the required information on your own, please follow these steps:

**For parents/students: PowerSchool does not control your personal information. We provide our products and services on behalf of your school or school district. Please contact your institution to exercise your rights of access, rectification, erasure, or restriction of use of personal information. The institution needs to manage your request under applicable laws and PowerSchool will support our schools and school districts with such requests.**

**For all other cases:** Please email PowerSchool at [EULegal@powerschool.com](mailto:EULegal@powerschool.com) or contact us using the information in the “CONTACT US” section if you want to exercise any of these rights.

When we receive an individual rights request from you, please make sure you are ready to verify your identity. Please be advised that there are limitations to your individual rights. We may limit your individual rights in the following ways: (i) where denial of access is required or authorized by law; (ii) when granting access would have a negative impact on other’s privacy; (iii) to protect our rights and properties; and (iv) where the request is frivolous or burdensome.

In many jurisdictions, you also have the right to lodge a complaint with the local data protection authority. A listing of EEA data protection authorities can be found at [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm). But, please contact us at PowerSchool first, so we can address your concerns.

For information regarding how to contact our EU Representative, please contact us at [EULegal@powerschool.com](mailto:EULegal@powerschool.com)

## **United States Federal and State Education Privacy Laws**

PowerSchool, in its role as a vendor to educational agencies and institutions, both public and private entities (“Educational Agencies”), receives disclosures from the Educational Agencies, which include the personal information and other data (“Student Data”) contained in student records as well as directly from students and parents of students. Only information that is needed for PowerSchool to perform services, which are outsourced to PowerSchool by the Educational Agencies, is disclosed to PowerSchool. These disclosures are authorized by the federal Family Educational Rights and Privacy Act (FERPA). PowerSchool considers Student Data to be strictly confidential and do not use Student Data for any purpose other than improving and providing our products and services to the Educational Agencies or on the Educational Agencies’ behalf. Our collection, use, and sharing of Student Data is governed by our contracts with the Educational Agencies, the provisions of FERPA, the Children’s Online Privacy Protection Act (COPPA), and other applicable state and federal laws and regulations that relate to the collection and use of personal information of students. **If you have questions about reviewing, modifying, or deleting personal information of a student, please contact the relevant Educational Agency(ies) directly.**

## **Your California Privacy Rights**

If you are a California resident, California Civil Code Section 1798.83 allows you to request information on how we disclose personal information to third parties for their

direct marketing purposes during the immediately preceding calendar year. You may make one request each year by emailing us at [Legal@powerschool.com](mailto:Legal@powerschool.com) or writing to us (see address below in “CONTACT US”).

## Links to Other Sites

Our PowerSchool websites may provide links to third party websites or resources. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to the PowerSchool websites or the PowerSchool products or services. We recommend that you review any terms of use and privacy policy of any linked third party website before providing any information.

## Contact Us

If you have any questions or concerns about your privacy or this Privacy Statement, please [Contact Us](#).

You may also write to us at:

PowerSchool  
150 Parkshore Dr.  
Folsom, CA 95630 USA  
ATTN: Privacy

## For U.S. Educational Agency Customers

Pursuant to state law, the following state specific language is hereby incorporated into this Privacy Statement, provided that PowerSchool is providing and/or offering you PowerSchool products or services in one of the following states (capitalized terms below which are not otherwise defined in this Privacy Statement are as defined either in the applicable state law or in your PowerSchool agreement):

**California** – PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Statement. This includes, but is not limited to, PowerSchool’s policy to never use PII from a Pupil’s Records to engage in targeted advertising.

**Colorado** – PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Statement. Only the PowerSchool employees that have a legitimate interest in accessing your data, will be granted authorization by PowerSchool.

**Connecticut** – PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Statement. This includes, but is not limited to, PowerSchool’s policy to never use any student’s PII to engage in targeted advertising. PowerSchool also avers to utilize industry standard security, or better, to ensure the protection of said student PII. Connecticut law shall govern this agreement between you and PowerSchool. All terms herein are defined in accordance with Public Act No. 16-189, and in case of any ambiguity or conflict

between the terms herein and Public Act No. 16-189, then Public Act No. 16-189 will govern.

**Florida** – PowerSchool will provide notification of a security breach pursuant to requirements as mandated in the Florida Information Protection Act of 2014.

**Maryland** – PowerSchool will not use Covered Information to engage in targeted advertising.

**New York** – In accordance with New York Education Law § 2-d, PowerSchool will comply with and attach to your contract the Parents' Bill of Rights for Data Privacy and Security, as applicable.

**Pennsylvania** – PowerSchool will provide notification of a security breach pursuant to the requirements of Pennsylvania's Breach of Personal Information Notification Act.

**Washington** – PowerSchool will provide notice before making material changes to this Privacy Statement.