

# Privacy Policy

PLEASE READ THE FOLLOWING CAREFULLY

THIS PAGE PROVIDES GENERAL INFORMATION ABOUT  
POWERSCHOOL GROUP LLC'S ("PowerSchool") PRIVACY POLICY.

PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for student data and personally identifiable information (“PII”) at all times. In addition to handling personal data as outlined in this Privacy Policy, we also comply with the Family Educational Rights and Privacy Act (“FERPA”), a federal statute that regulates the privacy of student records by Educational Agencies that receive financial assistance from the U.S. Department of Education, along with the Children’s Online Privacy Protection Act, the Health Insurance Portability and Accountability Act, and applicable state laws. Your use of PowerSchool Products (i.e., all products and services being provided by PowerSchool and/or PowerSchool’s affiliates) are subject to the Terms of Use, which includes the PowerSchool Licensed Product and Services Agreement and/or the applicable contract agreed upon by you and PowerSchool and this Privacy Policy.

## **Personally Identifiable, De-Identified & Aggregate Information**

PII is information that can be directly utilized to identify a specific individual, or linked data elements that when combined may be used to indirectly identify a specific individual. We consider the following to be examples of PII: a student's first and last name, email address, home address, phone number, social security number and certain other information to the extent they are linked and/or coupled with PII. De-identified information is information that does not identify a specific individual and cannot reasonably be used to identify a specific individual either alone or in combination with other de-identified data. Aggregate information is data combined into de-identified groups. While we utilize these definitions for your convenience, we comply with the standardized definitions as provided in FERPA.

## **Data Ownership**

All data remains the property of and is solely owned, and thereby controlled, by you. 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. However, PowerSchool may use and distribute the data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be de-identified. Upon termination of your contract with PowerSchool, all of your data is either returned to you (i.e., you have requested that PowerSchool store and/or host your data) or destroyed.

An example of PowerSchool's lawful use of said data would include when you contract with PowerSchool to provide customization of PowerSchool Products. PowerSchool will use your data to ensure the customizations are properly implemented and/or compatible with your student information system, which ensures you experience limited, if any, downtime.

## **What Information Is Collected**

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 PII contained in student records. 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 FERPA.

## **Information Sharing, Disclosure & Retention**

Information collected through PowerSchool Products may be supplied to affiliates of PowerSchool, and other companies and organizations who perform work for us under contract or sell products or services that complement our products and services. Information is only supplied to other companies and organizations at your request (i.e., you purchase a third-party supplemental product to augment PowerSchool). Upon completion of the terms of the contract (i.e., termination by you or PowerSchool), PowerSchool destroys any copy of your data that PowerSchool had in its possession at the time of termination. This will also terminate access through PowerSchool for all authorized companies and organizations as well.

We also may disclose PII in the following situations: (a) in response to a subpoena, court order or legal process, to the extent permitted and required by law; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in connection with a sale, joint venture or other transfer to some or all of the assets of PowerSchool; or (d) in order to enforce the PowerSchool Products' Terms of Use. We otherwise exercise commercially reasonable care to not otherwise share or disclose the names of users or any PII with third parties, except with the prior approval of the user. This includes, but is not limited to, PowerSchool never selling your data to third-party marketing companies.

In the highly unlikely event that there is an unauthorized disclosure of PII data relating to a student, notwithstanding the above exceptions, PowerSchool will promptly inform you of the following information, if reasonably available to PowerSchool: (1) what information was disclosed; (2) the student(s) affected by the disclosure; and (3) PowerSchool's course of action to mitigate any further disclosure.

## **Access & Correcting Erroneous Data**

Under FERPA, a school must provide a parent with an opportunity to inspect and review his or her child's education records within 45 days following its receipt of a request. A school is required to provide a parent with copies of education records, or make other arrangements, if a failure to do so would effectively prevent the parent from obtaining access to the records.

To ensure data security, PowerSchool provides limited ability to amend data through the use of select PowerSchool Products (e.g., PowerSchool Registration). Within your sole discretion, you can allow parents, legal guardians, and eligible students, who are over eighteen years of age, to view and/or download student's data through the PowerSchool Products that support this capability. In the event there is any erroneous data contained in the student record, PowerSchool advises parents, legal guardians, and eligible students to contact you to update the erroneous data.

## **Data Privacy Enforcement**

When you purchase PowerSchool Products, PowerSchool provides you with PowerSchool's suggested best practice guidelines. For example, PowerSchool makes recommendations pertaining to creating unique and/or complex passwords that enhance the security of your accounts. These guidelines are formulated in an attempt to ensure PowerSchool Products are utilized in a manner consistent with FERPA and other potentially applicable state and federal laws. In the event that you determine PowerSchool's best practice guidelines are not suitable for your customized use of PowerSchool Products, you shall ensure that the alternative practices utilized are of equal or better standards in order to protect your data, as required by law.

PowerSchool trains its employees that access and/or provide support for your data to adhere to strict data access and destruction policies. Moreover, even when providing support for select PowerSchool Products, you have the exclusive control in granting PowerSchool employees access. PowerSchool will never attempt to circumvent your control in this regard.

## European Union



This subsection is only applicable to customers that have contracted with PowerSchool and primarily reside in the European Union. PowerSchool participates in the EU-U.S. Privacy Shield framework, and therefore adheres to the Privacy Shield Principles. 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. 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 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. PowerSchool is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

## **Additional Information**

This Privacy Policy or any part thereof may be revised from time to time to remain in compliance with evolving state and federal laws and regulations, and therefore you should check the Terms of Use (including this Privacy Policy) periodically. Revisions are effective upon posting and your continued use of the PowerSchool Products following the posting of revisions to the Terms of Use (including this Privacy Policy) will indicate your acceptance of such revisions. If you have any questions concerning the Terms of Use (including this Privacy Policy), please [Contact Us](#).

## Contact Us

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

## Incorporations by State

Pursuant to state law, the following state specific language is hereby incorporated into this Privacy Policy; provided that PowerSchool is providing and/or offering you PowerSchool Products in one of the following states:

**California** – PowerSchool will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Policy. 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 Policy. 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 Policy. 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 Policy.

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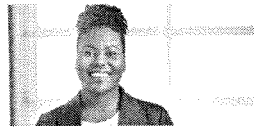


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