

EXHIBIT C (continued)

**ERIE 1 BOCES
BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY**

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY POWERSCHOOL GROUP LLC:

DocuSigned by:

Signature 170B9E005E66422...

VP Controller
Title

12/8/2020
Date

persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Customer, PowerSchool will assist them in exporting all Protected Data previously received back to Erie 1 BOCES or Customer for its own use, prior to deletion, in such formats as may be requested by Erie 1 BOCES or the Customer.

- In the event the Agreement is assigned to a successor vendor (to the extent authorized by the Agreement), PowerSchool will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor vendor prior to deletion.
- Neither PowerSchool nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, PowerSchool and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Customer to PowerSchool, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to PowerSchool by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data PowerSchool receives will be stored on systems maintained by PowerSchool, or by a subcontractor under the direct control of PowerSchool, in a secure data center facility located within the United States. The measures that PowerSchool will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: PowerSchool (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

EXHIBIT C (continued)

SUPPLEMENTAL INFORMATION ABOUT A CONTRACT BETWEEN POWERSCHOOL GROUP LLC AND ERIE 1 BOCES

Erie 1 BOCES has entered into an Agreement with PowerSchool LLC (“PowerSchool”), which governs the availability to School and School District Customers of the following Product:

POWERSCHOOL UNIFIED TALENT APPLICANT TRACKING ENTERPRISE

Pursuant to this Agreement, Customers (*i.e.*, those educational agencies that are authorized to use the above Product by purchasing certain shared technology services and software through a Cooperative Educational Services Agreement with Erie 1 BOCES) may provide to PowerSchool, and PowerSchool will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”). The Agreement incorporates a Data Sharing and Confidentiality Agreement (“DSC Agreement”) with Erie 1 BOCES setting forth PowerSchool’s obligations to protect the confidentiality, privacy, and security of Protected Data it receives pursuant to the Agreement.

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which PowerSchool is being provided access to Protected Data is to provide Customers with the functionality of the Product listed above. PowerSchool agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the Agreement, including the DSC Agreement. Protected Data received by PowerSchool, or any of PowerSchool’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that PowerSchool engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the Agreement (including any cloud hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of PowerSchool under the Agreement and applicable state and federal law. PowerSchool will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements,

Duration of Agreement and Protected Data Upon Expiration:

- The Agreement commences on **July 1, 2019** and expires on **June 30, 2022**.
- Upon expiration of the Agreement without renewal, or upon termination of the Agreement prior to expiration, PowerSchool will securely delete or otherwise destroy any and all Protected Data remaining in the possession of PowerSchool or its assignees or subcontractors or other authorized

AMENDMENT
POWERSCHOOL GROUP LLC AND ERIE 1 BOCES

This Amendment (“**Amendment**”) is made and entered into by and between PowerSchool Group LLC (hereinafter “**PowerSchool**”) and the Board of Cooperative Educational Services for the First Supervisory District, Erie County, (hereinafter “**Erie 1 BOCES**”). PowerSchool and Erie 1 BOCES are sometimes referred to herein, individually, as a “Party,” and collectively, as the “Parties”). This Amendment modifies the Agreement referred to herein and is effective as of the date of the last signature below when duly executed by the Parties hereto (“**Effective Date**”).

WHEREAS, PowerSchool and Erie 1 BOCES are Parties to an Agreement dated December 10, 2020 (the “**Agreement**”), which provides Erie 1 BOCES with subscription based license(s) to PowerSchool Unified Talent Applicant Tracking Enterprise (the “**Product**”) and related services; and

WHEREAS, the Parties subsequently entered into an Amendment dated May 20, 2021, which modified the Agreement by adding Powerschool Hoonuit Hosted as a Product licensed by Erie 1 BOCES in accordance with the Agreement, along with applicable pricing (“**May 20, 2021 Amendment**”); and

WHEREAS, the Initial Term of the Agreement expires June 30, 2022; and

WHEREAS, Section 3.1 of the Agreement provides that the Initial Term may be extended for successive renewal terms of three (3) years each by mutual execution by the Parties of a written Amendment to the Agreement; and

WHEREAS, the Parties wish to extend the Initial Term of the Agreement for a successive renewal term of three (3) years; and

WHEREAS, the Parties have further agreed to add the PowerSchool Unified Talent Employee Records system as an additional Product licensed by Erie 1 BOCES in accordance with the Agreement, along with applicable pricing;

NOW THEREFORE, in consideration of the mutual covenants and understandings herein, the Parties agree as follows:

1. The Agreement, together with all Exhibits, terms and conditions, and amendments thereto, is hereby extended for a three (3) year Renewal Term commencing on July 1, 2022 and continuing until 11:59 pm June 30, 2025.
2. Page 1, paragraph 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Erie 1 BOCES is authorized to issue requests for proposals, award and enter into contracts for the purchase of software applications that can be made available as part of applicable approved CoSers. Through Erie 1 BOCES’ procurement

process, POWERSCHOOL GROUP LLC has been identified and accepted by Erie 1 BOCES as a provider of POWERSCHOOL UNIFIED TALENT APPLICANT TRACKING ENTERPRISE, POWERSCHOOL HOONUIT HOSTED, and POWERSCHOOL UNIFIED TALENT EMPLOYEE RECORDS (the "Product").

3. Section 1 of the Agreement ("Definitions") is hereby modified to add a new Section 1.10 as follows:

1.10 "Statement of Work" or "SOW" means a document signed by the Parties outlining the mutually agreed upon terms, including but limited to a description of custom deliverables, for making Powerschool's Licensed Products that are the subject of the Agreement available to Erie 1 BOCES' Customers. Each SOW is subject to the terms and conditions of this Agreement between the Parties, and once signed by both Parties shall be deemed to be in effect for the Initial Term of this Agreement and any Renewal Term, except as may be mutually agreed in writing by the Parties.

4. Section 2 of the Agreement ("Scope of Services") is hereby modified as follows:

2. SCOPE OF SERVICES

Acting as an independent contractor, PowerSchool will provide the Licensed Product in accordance with the terms of this Agreement, **any mutually executed amendments thereto, and the terms of any mutually agreed upon SOWs (as applicable)**. In addition, as soon as possible as of the date of mutual execution of this Agreement by both Parties, PowerSchool will migrate all data related to the Product that is currently hosted by Erie 1 BOCES on its servers (or by a School or School District on its servers, if applicable), to PowerSchool's cloud hosting solution in accordance with Erie 1 BOCES' instructions. Any additional related Powerschool services to be provided by PowerSchool, including but not limited to consulting, educational, system administration, training or maintenance and support services shall be as described in the applicable PowerSchool quote document. **To the extent any provisions contained within any applicable SOW or quote document conflict with the provisions of this Agreement or any mutually executed amendments thereto, the terms of this Agreement and its amendments will apply and be given effect.**

5. Section 3.1 of the Agreement ("Term of Agreement") is hereby modified as follows:

3.1 **Term of Agreement.** This Agreement shall be effective as of July 1, 2019 ("Effective Date"). The initial term of this Agreement shall be for a three-year period commencing on the Effective Date and continuing until 11:59 pm June 30, 2022 ("the Initial Term"), unless earlier terminated as otherwise set forth herein. The Initial Term may be extended for successive renewal terms of three (3) years

(each a "Renewal Term") only by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement. **Notwithstanding the foregoing, the term of the Agreement will be automatically extended past the date of expiration of the Initial Term or any Renewal Term, without a successor Renewal Term in place, in the event that are any SOWs that have not yet been completed by PowerSchool by the expiration date.**

- 6. The pricing for POWERSCHOOL UNIFIED TALENT EMPLOYEE RECORDS attached to this Amendment is hereby added to Exhibit D of the Agreement.
- 7. This Amendment to the Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements, or understandings between the Parties with respect to the subject matter hereof.
- 8. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties intend the provisions of this Amendment should govern their respective rights and obligations.
- 9. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
- 10. All terms and provisions, including Exhibits, set forth in the Agreement, not otherwise modified by this Amendment, shall continue in full force and effect during the remainder of the Agreement's Initial Term and the Renewal Term referenced herein.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below.

POWERSCHOOL GROUP LLC

DocuSigned by:
 By: Philip Radmilovic
170B9E005E66422
 Printed Name: Philip Radmilovic
 Title: VP Treasurer
 Date: 3/3/2022

ERIE 1 BOCES

By: [Signature]
 Printed Name: Jim Fregeletta
 Title: Exec. Director
 Date: 3/9/22