



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: PowerSchool Group, LLC

Doing Business As, if applicable:

Business Address: 150 Parkshore Drive, Folsom, CA 95630

Business Phone: 916-790-9235

Business email: [liana.jackson@powerschool.com](mailto:liana.jackson@powerschool.com)

Funding Source & Acct # including location code: Alliance Grant – District Account, 2547-6107-56694, Location Code: 0490 (*pending receipt of funds*)

Principal or Supervisor: Typhanie Jackson, Executive Director of Special Education and Student Services Department

Agreement Effective Dates: From July 01, 2023. To June 30, 2024

Hourly rate or per session rate or per day rate. School year 2023-2024

Total amount: \$46,977.14

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

PowerSchool Group, LLC solutions will provide fundamental tools for supporting college, career and life readiness, plus advanced analytics and reporting in Naviance Achieve Works, Insights Premium, and Naviance Career Key for middle and high school students. Naviance Alumni Tracker allows high schools to measure college enrollment and graduation rates for high school classes and individual students. Naviance eDocs for high schools. This intelligence provides a clear benchmark for college readiness initiatives and unparalleled insights about how to improve. (Naviance) Consultants partner with school and districts providing a customized implementation plan aligned to our CCLR Framework implementation methodology. Consultants deliver service onsite and remotely to ensure a successful Naviance implementation for students and staff.

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Executive Director of SPED and Student Services  
**Date:** September 08, 2023  
**Re:** Contract – Power School Group, LLC

---

Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Power School Group, LLC
2. **Description of Service:** PowerSchool Group will provide fundamental tools for supporting college, career and life readiness through out CCLR Framework. This includes Achieve Works, Career Key, Insights Premium, Naviance eDocs and Naviance Alumni Tracker.
3. **Amount** of Agreement and hourly or session cost: \$46,977.14
4. **Funding Source** and account number: Alliance District – Academic, 2547-6107-56694, Location Code: 0490 (*pending receipt of funds*)
5. Approximate number of staff served through this program or service: All across the district, approximately 5,000 staff
6. Approximate number of students served through this program or service: All across the district, approximately 23,965 students
7. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much?  
Renewal
  - b. What would an alternative contractor cost: Comparable market price
  - c. If this is a continuation, when was the last time alternative quotes were requested? Annually
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? Continuation/this contractor is specialized in providing this service to our district.

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development? No
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) N/A

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?  
No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Yes
- g. Will the output of this Agreement contribute to building internal capabilities?  
If yes, please explain: No

**10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:**

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: This contractor will provide fundamental tools for supporting college, career and life readiness through our CCCLR Framework.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?  
Quotes
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A, and selected due to previous service
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. N/A

**11. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? This contractor will address essential solutions to provide fundamental tools for supporting college, career and life readiness and provide consultation services to students and staff within the NHPS district.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/Data and feedback from students and staff members.
  - c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district's continuous improvement plan for PowerSchool Group (Naviance) to address the fundamental tools for supporting college, career and life readiness through our CCLR Framework.
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides fundamental tools to support students in college, career and life readiness. This solution includes tools such as: Achieve Works, Career Key, Insight Premium, Naviance eDocs and Naviance Alumni Tracker.
13. What are the implications of not approving this Agreement? The implication of not approving this agreement is that we may not meet the legal requirements to provide students with career and life tools and to support teachers and staff via consultation.

**Rev: 8/2021**



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

**PowerSchool Group, LLC**

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 5<sup>th</sup> day of July, 2023 effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of July, 2023 by and between the New Haven Board of Education (herein referred to as the “Board” and, PowerSchool Group, LLC located at, 150 Parkshore Dr. Folsom, CA 95630 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount set out in the Naviance Alumni Tracker and Naviance Remote Consulting for a total of 182 school days for all High Schools hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Forty-Six Thousand Nine Hundred Seventy-Seven Dollars and Fourteen Cents (46,977.14). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by Alliance District Account, Program of the New Haven Board of Education, Account Number: 2547-6107-56694, Location Code: 0490 (pending receipt of funds)

This agreement shall remain in effect from July 1, 2023 to June 30, 2024.


**SCOPE OF SERVICE:**

PowerSchool Group, LLC solutions will provide fundamental tools for supporting college, career and life readiness, plus advanced analytics and reporting in Naviance Premium: Assessment, Naviance Premium, and Naviance Career Key for high school students. Naviance Alumni Tracker allows high schools to measure college enrollment and graduation rates for high school classes and individual students. Naviance eDocs for high schools. This intelligence provides a clear benchmark for college readiness initiatives and unparalleled insights about how to improve. Naviance Remote Consulting partners with schools and districts providing a customized implementation plan aligned to our CCLR Framework implementation methodology. Consultants deliver service onsite and remotely to ensure a successful Naviance implementation for students and staff.

***Exhibit A: Scope of Service:*** Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable. Naviance Sales Order Form and Negotiated Term of Sales attached as Exhibit A.

***Exhibit B: Student Data and Privacy Agreement:*** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education ***prior to service start date***. Contactors may begin service no sooner than the day after Board of Education approval.

DocuSigned by:  
  
98D0027F4E194E2...  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

9/12/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Eric Shander                      CFO  
\_\_\_\_\_  
Contractor Printed Name & Title



Remit Email: liana.jackson@powerschool.com  
 Quote Date: 5-JUL-2023  
 Quote #: Q-804999-1

Sales Quote - This is Not An Invoice

Prepared By: Liana Jackson  
 Customer Name: New Haven Public School District  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2023  
 End Date: 30-JUN-2024  
 Billing Frequency: Annually

Customer Contact: Jennifer Joseph  
 Title: Assistant to the Director of Student Services  
 Address: 54 Meadow Street  
 City: New Haven  
 State/Province: Connecticut  
 Zip Code: 06519  
 Phone #: (475) 220-1768

| Product Description                   | Quantity                                       | Unit   | Unit Price   | Extended Price |
|---------------------------------------|--|--------|--------------|----------------|
| Initial Term 1-JUL-2023 - 30-JUN-2024 |  |        |              |                |
| License and Subscription Fees         |  |        |              |                |
| Naviance Alumni Tracker               | Cooperative Arts and Humanities High School    | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | Engineering Science University Magnet School   | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | High School In The Community                   | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | Hill Regional Career High School               | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | James Hillhouse High School                    | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | Metropolitan Business Academy                  | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | New Haven Academy                              | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | Riverside Education Academy Magnet High School | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | Sound School                                   | 1.00   | Per Building | USD 473.03     |
| Naviance Alumni Tracker               | Wilbur Cross High School                       | 1.00   | Per Building | USD 473.03     |
| Naviance Premium                      | Cooperative Arts and Humanities High School    | 622.00 | Students     | USD 4,254.48   |
| Naviance Premium: Assessment          | Cooperative Arts and Humanities High School    | 622.00 | Students     | USD 0.00       |
| Naviance Premium                      | Engineering Science University Magnet School   | 594.00 | Students     | USD 4,062.96   |

|                              |  |          |          |               |
|------------------------------|--|----------|----------|---------------|
| Naviance Premium: Assessment | Engineering Science University Magnet School   | 594.00   | Students | USD 0.00      |
| Naviance Premium             | High School In The Community                   | 302.00   | Students | USD 2,065.68  |
| Naviance Premium: Assessment | High School In The Community                   | 302.00   | Students | USD 0.00      |
| Naviance Premium             | Hill Regional Career High School               | 654.00   | Students | USD 4,473.36  |
| Naviance Premium: Assessment | Hill Regional Career High School               | 654.00   | Students | USD 0.00      |
| Naviance Premium             | James Hillhouse High School                    | 1,028.00 | Students | USD 7,031.52  |
| Naviance Premium: Assessment | James Hillhouse High School                    | 1,028.00 | Students | USD 0.00      |
| Naviance Premium             | Metropolitan Business Academy                  | 413.00   | Students | USD 2,824.92  |
| Naviance Premium: Assessment | Metropolitan Business Academy                  | 413.00   | Students | USD 0.00      |
| Naviance Premium             | New Haven Academy                              | 321.00   | Students | USD 2,195.64  |
| Naviance Premium: Assessment | New Haven Academy                              | 321.00   | Students | USD 0.00      |
| Naviance Premium             | Riverside Education Academy Magnet High School | 102.00   | Students | USD 697.68    |
| Naviance Premium: Assessment | Riverside Education Academy Magnet High School | 102.00   | Students | USD 0.00      |
| Naviance Premium             | Sound School                                   | 333.00   | Students | USD 2,277.72  |
| Naviance Premium: Assessment | Sound School                                   | 333.00   | Students | USD 0.00      |
| Naviance Premium             | Wilbur Cross High School                       | 1,632.00 | Students | USD 11,162.88 |
| Naviance Premium: Assessment | Wilbur Cross High School                       | 1,632.00 | Students | USD 0.00      |

License and Subscription Totals: **USD 45,777.14**

**Quote Total**

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Initial Term</b>          | <b>1-JUL-2023 - 30-JUN-2024</b> |
| <b>Amount To Be Invoiced</b> | <b>USD 45,777.14</b>            |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.



All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

New Haven Public School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 26-JUN-2023

Date:

PO Number: \_\_\_\_\_

**POWERSCHOOL GROUP LLC**  
Data Privacy Rider  
(Connecticut)

**This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").**

**Whereas**, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

**Whereas**, it is the intent and desire of the parties to comply fully with the Act; and

**Whereas**, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

**Therefore**, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

### 3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

### 4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

### 5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

### 6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

### 7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

**IN WITNESS WHEREOF**, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

New Haven Public School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 26-JUN-2023

Date:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

**POWERSCHOOL GROUP LLC**  
Data Privacy Rider  
(Connecticut)

**This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").**

**Whereas**, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

**Whereas**, it is the intent and desire of the parties to comply fully with the Act; and

**Whereas**, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

**Therefore**, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally- identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

#### 5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

#### 6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

#### 7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4 measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

**8. Other Provisions**

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

**IN WITNESS WHEREOF**, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

New Haven Public School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 26-JUN-2023

Date:





PowerSchool Group LLC  
 150 Parkshore Dr., Folsom, CA 95630  
 Quote #: Q-794714 - 2  
 Quote Expiration Date: 30-JUN-2023

Sales Quote - This Is Not An Invoice

|                |                                  |                   |                              |
|----------------|----------------------------------|-------------------|------------------------------|
| Prepared By:   | Maria Arrazola                   | Customer Contact: | Typhanie Jackson             |
| Customer Name: | New Haven Public School District | Title:            | Director of Student Services |
| Enrollment:    | 20,486                           | Address:          | 54 Meadow Street             |
| Contract Term: | 12 Months                        | City:             | New Haven                    |
| Start Date:    | 1-JUL-2023                       | State/Province:   | Connecticut                  |
| End Date:      | 30-JUN-2024                      | Zip Code:         | 06519                        |
|                |                                  | Country:          | United States                |
|                |                                  | Phone #:          | (475) 220-1760               |

| Product Description                         | Quantity | Unit  | Extended Price |
|---|----------|-------|----------------|
| Initial Term 1-JUL-2023 - 30-JUN-2024       |          |       |                |
| Professional Services and Setup Fees        |          |       |                |
| Naviance Remote Consulting                  | 5.00     | Hours | USD 1,200.00   |
| Professional Services and Setup Fee Totals: |          |       | USD 1,200.00   |

| Subscription Period Total |                          |
|---------------------------|--------------------------|
| Subscription Period       | 1-JUL-2023 - 30-JUN-2024 |
| Amount To Be Invoiced     | USD 1,200.00             |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/)



THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC  
Signature:

New Haven Public School District  
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 18-MAY-2023

Date:

\*\*\*Sales Quote - This Is Not an Invoice\*\*\*

**POWERSCHOOL GROUP LLC**  
Data Privacy Rider  
(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

**Whereas**, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

**Whereas**, it is the intent and desire of the parties to comply fully with the Act; and

**Whereas**, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

**Therefore**, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

#### 5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

#### 6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

#### 7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

#### 8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

**IN WITNESS WHEREOF**, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

**POWERSCHOOL GROUP LLC**

**New Haven Public School District**

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 18-MAY-2023

Date:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/)

**POWERSCHOOL GROUP LLC**  
Data Privacy Rider  
(Connecticut)

**This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").**

**Whereas**, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

**Whereas**, it is the intent and desire of the parties to comply fully with the Act; and

**Whereas**, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

**Therefore**, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally- identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

#### 5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

#### 6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services.

Destruction of original student data will be confirmed with the Licensee upon completion.

#### 7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4 measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

**8. Other Provisions**

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

**IN WITNESS WHEREOF**, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

New Haven Public School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 18-MAY-2023

Date:





# Statement of Work

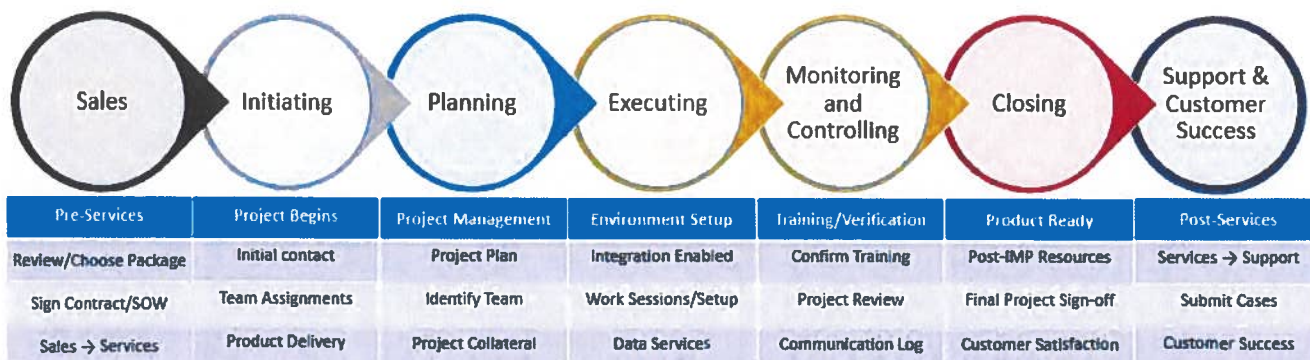
## Purpose of Document

The purpose of this Statement of Work (“SOW”) between the PowerSchool entity in accompanying quote (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.





## General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

## **Deliverables Acceptance Procedure**

### **Deliverables Acceptance**

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

# Project Change Control and Escalation Procedure

## Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

## Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – [pmleadership@powerschool.com](mailto:pmleadership@powerschool.com)
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.



## Naviance Remote Consulting Statement of Work

### PowerSchool Responsibilities to Initiate Engagement:

- Provide Intake information and this Statement of Work.

### Customer Responsibilities to Initiate Engagement:

- Reply to Intake survey, review and return this Statement of Work.

### Timeframe

- This Statement of Work aligns with the active dates of your contract for Naviance Services.

### Scope:

- Naviance Remote Consulting hours for an ongoing consultative engagement can be used for: data import/integration and set up questions, configuration assistance, deployment/rollout assistance for particular modules, consultation on best practices (e.g. what is the best way to do XYZ with Naviance), Q&A or consultation sessions with staff on specific processes or parts of the product, best practice webinars, and toolkits/resources.
- Naviance Remote Consulting cannot be used for functional training or support relating to product defects or issues.

### Meetings:

- Meetings with your Naviance Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure your implementation is running smoothly. It is critical that the Customer project team be prompt and prepared for each meeting. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting. Outside of scheduled meetings, the Naviance Services team adheres to a 24-hour service-level agreement (SLA) for responding to customer outreach. Naviance Support is available to both school and district users to respond to immediate technical needs or questions as they arise.

### Change in Scope:

- Naviance Remote Consulting hours are designed and intended to be used flexibly by customers. If not otherwise known, our team will work with your team to determine a high-level plan upon project kick off for maximizing the Services you have purchased. Any requested deviation from the agreed-upon scope needs to be documented via email by the customer so the Application Specialist can adjust the above scope and provide an update on the hours remaining on the project to confirm sufficient hours remain to address additional needs as they may arise.



NEW HAVEN PUBLIC SCHOOLS

## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within thirty (30) days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement or to perform the contracted for services. "Student data" does not include de-identified student information.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within ten (10) days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been a confirmed unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student (s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time. Contractor shall be considered a School Official under FERPA §99.31(a) with a legitimate educational interest, and performing services otherwise provided by the Board.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

## **Terms of Service**

(Last Updated: 5/21/19)

(Effective: 5/21/19)

**YOUR USE OF THE NAVIANCE PLATFORM (THE "SERVICE") CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE (THE "TERMS").**

These Terms govern your use of the Service. The Service is owned and operated by Naviance Inc. ("Naviance"), a subsidiary of Hobsons, Inc. ("Hobsons").

By viewing, accessing, or using the Service (or any part thereof), you agree that these Terms are a binding legal agreement between you and Naviance, and you agree to be contractually bound both by the Terms, as Naviance may modify them from time to time, and by any Order Form (together with the Terms, the "Agreement"). For purposes of clarity, any Order Form that attaches or references these Terms is deemed to incorporate these Terms. The latest version of the Terms is available on the Service, including when you log in to the Service.

If you have entered into the Agreement on behalf of an educational institution (an "Institution") or other entity, you represent that you have the necessary authority to bind that Institution or entity to the Agreement. If you do not have the necessary authority, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. If you do not agree to these Terms, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. Any viewing, access, and/or use of the Service in violation of these Terms, or in a manner not authorized by these Terms, is unauthorized, is expressly prohibited, and is a violation of these Terms.

Naviance is committed to protecting your privacy, and therefore maintains a Privacy Policy that is incorporated as part of these Terms and the Agreement and which may be viewed [here](#).

As used in these Terms and the Agreement, (i) "Customer" refers to the Institution and its officers, directors, employees, and agents (and excludes Naviance Competitors); (ii) "User" refers to a student, a student's parent(s) or legal guardian(s), and/or a person (excluding Naviance Competitors) who registers for the Service through an account provided by Customer; and (iii) "Naviance Competitor" means any entity that, in the sole opinion of Naviance, is an actual or potential competitor of Naviance or Hobsons, including without limitation any competing college and career readiness platform, product, or service, and includes any officer, director, employee, independent contractor, agent, or affiliate of such entity. For the avoidance of doubt, no Naviance Competitor: is permitted to be a Customer or User; can meet the definition of a Customer or User; or is permitted to view, access, or use the Service without express written permission from the General Manager of Naviance or Chief Executive Officer of Hobsons.

By viewing, accessing, or using the Service, you represent and warrant that you (i) are not a Naviance Competitor or acting on behalf of one in registering for, or viewing, accessing, or using the Service; and (ii) are authorized to view, access, or use the Service under these Terms.

**1. Scope.** The Service is a web- and mobile-application-based college and career readiness platform that helps students explore goal setting, academic planning, career exploration, and college and related post-secondary education preparation and planning. The Service also helps to identify and facilitate student connection with higher-education institutions and scholarship providers that are of interest, while simultaneously operating as the system of records for Customers. Many core features of the Service may be activated solely at the discretion of Customer.

The Service also includes a browser interface and data transmission, access, storage (subject to commercially reasonable limits as may be imposed by Naviance in its sole discretion), and single



sign-on capabilities. Customers and Users are responsible for their own Internet connection, communications, and computer costs.

## **2. Optional Features.**

**2.1. Matching Features.** The college-planning function contained in the Service includes certain optional features (collectively, "Matching") that allow students to view information from and interact with Hobsons' higher education Intersect subscribers ("Higher Education Institutions"). Matching is inactive by default, and therefore must be enabled by an authorized representative of Customer who has obtained consent from the student's parent or legal guardian prior to the activation of Matching. Matching may be turned on or off at any time at the sole discretion and control of Customer.

If Customer enables Matching for its students, its students will be able to:

1. View supplemental material on college profile pages and upcoming informational and other pre-enrollment events, and
2. RSVP to upcoming events hosted by Higher Education Institutions.

In addition, students who meet certain non-personally identifiable criteria will:

1. Receive additional information about nonprofit Higher Education Institutions, and
2. If a student expresses interest in a nonprofit Higher Education Institution, that student will receive an invitation through the Service to connect directly with the Higher Education Institution. The student may then choose either to disregard or to respond to the invitation.

No student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student has explicitly opted to send his/her information directly to the Higher Education Institution.

**2.2. Third-Party Features.** Customer may choose to activate and/or purchase features and services within the Service that are provided by third-party service providers. All such third-party features and services are inactive by default, and must therefore be enabled by an authorized representative of Customer. Such features and services may be turned on or off at any time at the sole discretion and control of Customer.

Once activated, some of these third-party service providers require that a limited amount of personally identifiable information be shared in order to for the third-party feature or service to function properly. All third-party service providers are contractually required (i) to comply with all applicable laws, (ii) to use the personally identifiable information only as necessary to provide the Service to Customer, (iii) to delete the personally identifiable information when no longer needed or when Naviance requests that it be deleted on behalf of Customer, and (iv) to comply with the [Privacy Policy](#). If information is not required by the third-party service provider in order to operate the third-party service, it is not provided to such third-party service provider. Certain third-party services are included with the purchase of the Service while others must be purchased separately, and may be subject to additional terms and conditions from Naviance and the applicable third-party service provider.

The liability of Naviance to Customer or any User for or in connection with any such third-party services shall be limited to the amount of fees paid to Naviance by such Customer for such third-party services less any amounts paid by Naviance to such third-party service provider for such third-party service.

**2.3. Credit-Card Processing.** Where applicable and necessary for additional purchases by an authorized representative of Customer, Naviance shall engage the services of third-party intermediaries to provide credit-card-processing services to Customer. Such intermediaries are



solely links in the distribution chain and are prohibited from storing, retaining, or using the information provided, except for the sole purpose of credit card processing and/or as otherwise required by law. Before Customer submits credit card information, Customer must agree to any applicable third-party intermediary's terms of service and privacy policies including, without limitation, provisions on limited warranties and liability.

**2.4. Interactive Areas.** The Service may contain discussion forums in which Customers may post reviews of, make recommendations for, or give ratings for content, events, products, services, or third-party providers, or post other content, messages, materials, or other items ("Interactive Areas"). Interactive Areas are not accessible to Users.

Interactive Areas include Intersect by Hobsons, which allows Customers to edit their school profiles, interact with college admissions counselors, and manage college visit scheduling.

Access to Intersect shall be subject to separate terms and conditions [available here](#).

Customer is solely responsible for Customer's use of such Interactive Areas, and acknowledges and agrees that Naviance may set up any such Interactive Area to be accessible by all Customers or by certain Customers selected in Naviance's sole discretion.

**2.4.1.** No review, recommendation, or rating of any matter or service provider within the Service or in any Interactive Area shall be deemed to be an association with, sponsorship of, or an endorsement by Naviance of any the particular matter, or a guarantee of any service provider's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness, or other personal and professional characteristics.

**2.4.2.** Naviance takes no responsibility and assumes no liability for any content posted, stored, or uploaded by any Customer or any third party in any Interactive Area, or for any loss or damage related to or resulting from Customer's or any other person's use of any Interactive Area, nor shall Naviance be held liable for any mistakes, defamation, slander, libel, omissions, falsehoods, or obscenity Customer may encounter in any Interactive Area. Although Naviance has no obligation to screen, edit, or monitor any of the content posted to or distributed through any Interactive Area, Naviance reserves the right, and has sole and absolute discretion, to remove, screen, or edit without notice any content posted to any Interactive Area at any time and for any reason, and Customer is solely responsible for creating backup copies of and replacing any material that Customer posts or stores in any Interactive Area at Customer's sole cost and expense.

**3. Service Fees and Payments.** Customer's access to and use of the Service shall be subject to certain fees set forth in the Order Form. Customer will pay all fees in accordance with the billing terms in effect at the time a fee or charge is due and payable to Naviance, as noted in the Order Form. All service fees are due and any amounts paid are non-refundable whether or not Customer uses the Service.

**3.1. Billing and Renewal.** Fees for the Service are payable to Naviance in advance. Except in the case where the Order Form includes an autorenewal provision, Naviance will notify Customer of the opportunity to renew the Service approximately thirty (30) days prior to the contract end date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties as may be applicable to the Service fees (exclusive of any taxes or similar fees that may be imposed on the net income of Naviance).

**3.2. Billing Information.** In all cases, Customer shall provide Naviance with complete and accurate billing and contact information. This information shall include, without limitation, legal

name, street address, e-mail address, name, and telephone number of an authorized billing contact. Customer agrees to update this information promptly following any change thereto. Customer may opt to purchase additional, optional features by request, and subject to additional terms.

**3.3. Fee Changes.** Naviance reserves the right, in its sole and absolute discretion, to change the fees or any other charges and to introduce any new fees or charges at any time, upon at least thirty (30) days prior notice to Customer; provided, however that such fees and charges shall not become effective for Customer for services then in effect on Customer's account until the next renewal period for Customer's account.

**3.4. Non-Payment and Suspension of Service.** Customer's account will be considered delinquent if payment in full of the amount set forth on an invoice is not received within thirty (30) days following the date of the applicable invoice. Naviance reserves the right to suspend or terminate the Agreement and Customer's access to the Service if Customer's account becomes delinquent. Payments not received by Naviance within thirty (30) days following the date of the invoice shall bear interest at a rate equal to one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses paid by Naviance for the purpose of collection. Customer will continue to be charged during any period of suspension. Customer agrees that Naviance may charge unpaid fees to Customer's credit card, if applicable, or otherwise bill Customer for unpaid fees. Naviance also reserves the right to impose a separate reconnection fee should Customer request access to the Service once outstanding fees have been paid.

#### **4. Naviance Information.**

**4.1. Naviance Ownership.** As between Naviance and you, Naviance retains all rights, including Intellectual Property Rights, title, and interest in and to the Service. Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (i) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (ii) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (iii) rights relating to the protection of trade secrets and confidential information; (iv) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (v) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired. Further, Naviance shall have any and all proprietary rights in, without limitation, any suggestions, ideas, enhancement requests, feedback, and recommendations provided by any Customer, User, or other party relating to the Service.

For purposes of clarity, the Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Intellectual Property Rights owned by Naviance to Customer or Users other than as expressly set forth herein. Naviance® is a registered trademark, and the Naviance logo and product names associated with the Service are trademarks of Naviance or third parties, and no right or license is granted to use them other than as expressly set forth in the Agreement; provided, however, that Customer may link to the homepage of the Naviance website located at [www.naviance.com](http://www.naviance.com) or to the Service from another website, for the purposes of

directing Users to the website or the Service and that such link may include the Naviance name and relevant product name(s). Customer may not frame any page of a Naviance website.

**4.2. Confidential Information.** Except for information provided by a Customer or User, all information available in or through the Service is confidential information of Naviance and/or Hobsons ("Confidential Information"). Customers and Users acknowledge that the only reason they have access to and can view that Confidential Information is by virtue of a Customer's purchase of the license contemplated by Section 5 below. Customers and Users agree that the Confidential Information will be maintained as confidential and shall be protected as a trade secret of Naviance and/or Hobsons. Customers and Users acknowledge that the Service and its components have been created, compiled, prepared, selected, and arranged by Naviance through the expenditure of substantial time, effort, and money, and that it constitutes the valuable property of Naviance. Customers and Users agree to take all necessary precautions to comply with all copyright, trademark, trade secret, patent, contract, and other laws necessary to protect all rights in the Confidential Information. For the avoidance of doubt, anyone or any entity that does not meet the definition of a Customer or User may not view, access, or use the Confidential Information without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

**5. License to Customer.** Subject to the Agreement, Naviance grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable, worldwide, limited right and license to use the Service solely for Customer's own business purposes and for the ability to provide Users each with an individual account to use the Service. Customer shall not, without the prior express written permission of Naviance: (i) license, sublicense, sell, resell, transfer, or assign the Service to any third party; (ii) modify or make derivative works based upon the Service; or (iii) commercially exploit the Service in any way. All rights not expressly granted to Customer in the Agreement are reserved by Naviance and its licensors. Subject to the Agreement, Customer grants to Naviance the non-exclusive, worldwide right to use, copy, store, transmit, and display Customer and/or User data hosted on the Service by Naviance ("Customer Data") only in accordance with applicable laws and the terms of the Privacy Policy. For the avoidance of doubt, Customer has no right to grant any license to view, access, or use the Service to anyone or any entity that does not meet the definition of a Customer or User without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

**6. Customer and User Responsibilities.** Customer is responsible for any and all activities that occur under or in connection with Customer's and its Users' accounts, and by accessing the Service, Customer agrees to the [Terms of Use](#), incorporated herein by reference. Customer and Users shall: (i) maintain the confidentiality of account names and passwords; (ii) notify Naviance immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Naviance immediately, and stop immediately any use of the Service that is inconsistent with these Terms that is known or suspected; (iv) assure that use of the Service shall at all times conform to these Terms and the Agreement; (v) not impersonate or attempt to impersonate another Customer or User or provide false information in an attempt to gain access to or use the Service; (vi) not create accounts for or share accounts with any individual or entity not permitted to be a Customer or User under these Terms; (vii) not allow anyone not authorized to be a Customer or User under these Terms to view, access, or use the Service; and (viii) not otherwise facilitate the viewing, access, or use of the Service by anyone not authorized to be a Customer or User under these Terms.

In the event that a Customer or User makes any attempt to gain unauthorized access to another Customer's or User's account, or to view or manipulate the records of another Customer or User, Naviance reserves the right, in its sole discretion, to terminate the Agreement, and inform any relevant authorities of such violation.

**7. Account Information and Data.** Naviance, on behalf of itself, its employees, consultants, subcontractors, and third parties assisting Naviance in providing the Service, and Customer each represents, warrants, and covenants that it complies with, and will comply with, all applicable federal, state, and international data-protection and privacy laws and regulations with respect to the personally identifiable information collected, stored, and maintained through the Service, as well as with all applicable business regulations.

Naviance may disclose Customer or User information if necessary in order to comply with subpoenas, court orders, or regulatory requests; to protect Naviance's systems and customers; or to ensure the integrity and operation of Naviance's business and systems. When legally permissible, Naviance will notify Customer in advance of such disclosures and reasonably cooperate with Customer to limit the scope of such disclosures.

**7.1. Privacy.** Naviance is committed to protecting the privacy of Customer and User personally identifiable information, and maintains a detailed Privacy Policy, which may be viewed [here](#). Naviance reserves the right to modify its Privacy Policy in accordance with the procedure outlined in that policy, but in no event will Customer's rights be diminished by any changes. In addition, Naviance agrees to be bound by the Student Data Privacy Agreement required by the Customer in accordance with Connecticut state laws and is attached hereto as Exhibit B.

**7.2. Family Educational Rights and Privacy Act ("FERPA").** In the event Customer is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the parties agree as follows: (A) Customer appoints Naviance as a "school official" as that term is used in FERPA §§ 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) Naviance acknowledges that it shall be bound by all relevant provisions of FERPA, and agrees that personally identifiable student information as defined in FERPA, obtained from Customer and its Users by Naviance in the performance of this Agreement: (i) will remain under the "direct control" of the Customer; (ii) will be used only to fulfill Naviance's responsibilities under the Agreement; (iii) will only be disclosed to third parties operating in partnership with Naviance as necessary to provide Services to Customer, provided that all such third parties are contractually bound to manage the information in compliance with the Naviance Privacy Policy and security policies in accordance with the requirements set forth in Section 7 above and applicable laws, and to use the information for the sole and limited purpose of providing the Service to the Customer; and (iv) will not be disclosed to other third parties except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student's parent/legal guardian, or if the student is eighteen (18) years of age or older, signed and written consent of the student.

**7.3. Children's Online Privacy Protection Act ("COPPA").** Without limiting the generality of Section 7 of the Agreement, in the event that Customer allows Users under the age of 13 to submit personal information as defined in the Children's Online Privacy Protection Act (COPPA) to Naviance in connection with its use of the Service, Customer agrees that it will be responsible for obtaining verifiable parental consent prior to making the Service available to such Users. Naviance shall fully comply with COPPA and any rules or regulations promulgated thereunder.

**7.4. Security.** Naviance implements, maintains, and updates, as appropriate, reasonable security policies, procedures, and practices as dictated by the nature of the personally identifiable information collected and maintained through the Service, in order to protect such information from unauthorized access, destruction, use, modification, or disclosure.

The Service has security measures in place to help protect against the loss, misuse, and alteration of Customer and User personally identifiable information. When the Service is accessed using a supported web browser, Transport Layer Security (TLS) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users. Naviance also hosts the Service in a secure server environment that uses a firewall and other technologies in an effort to prevent interference or access from outside intruders. Data is secured at rest using storage level encryption. The Service also require unique account identifiers, user names, and passwords that must be entered each time a Customer or User signs on. The Internet, however, is not perfectly secure and Naviance shall not be responsible for security incidents not reasonably within its control.

**8. Term of Service and Termination.**

**8.1 Term of Service.** Unless otherwise set forth on the Naviance Order The Agreement commences on the earlier of the date the Order Form is executed or the "contract start date" set forth on the Order Form (the "Effective Date") and shall continue for the initial term set forth on the Order Form (the "Initial Term"), unless terminated by Naviance pursuant to the Agreement, including these Terms.

**8.2. Termination for Cause; Suspension.** Naviance may terminate any portion of the Agreement, or the entire Agreement, in the event of any breach by a Customer of any term of the Agreement, including these Terms, that is not remedied within fifteen (15) days after written notice to that Customer. If Naviance terminates the Agreement under this Section 8.2, in addition to any other rights or remedies available to Naviance, all fees due by Customer through the end of the Initial Term or the then-current Renewal Term are accelerated and immediately due and payable. Naviance may suspend or interrupt the provision of any portion of the Service to a Customer upon Naviance's good-faith determination of any violation by that Customer of Sections 4, 5, or 6 herein. Naviance will restore provision of the Service only if, in Naviance's sole opinion, Naviance has received satisfactory assurances as to the cessation of the violation. The Customer is responsible for all fees and charges during any suspension period.

**8.3. Data Retention.** As soon as practicable upon expiration or termination of the Agreement, but in any event no later than six (6) months after expiration or termination, Naviance will delete personally identifiable student information. Notwithstanding the above, Customer may, at any time and in its sole discretion, request in writing that its personally identifiable student information be deleted, and Naviance shall comply with any such written request within thirty (30) days.

Naviance has no obligation to retain Customer Data if Customer or User has materially breached this Agreement and such breach has not been cured within fifteen (15) days following receipt of written notice of such breach from Naviance. Naviance has no obligation to retain Customer Data if the account is delinquent, and such Customer Data may be irretrievably deleted. Under all circumstances, within a reasonable timeframe prior to deletion of student personally identifiable information, Naviance will notify Customer so that Customer may utilize functionality within the Service to export its data.

Notwithstanding the above, if Naviance provides accounts for student users, Naviance may transfer a copy of records created by or otherwise available to a student into their individual account.

**8.4 Termination by Customer.** The Customer may cancel this agreement if funds for the agreement are not appropriated and the Customer provides satisfactory proof of that fact upon thirty (30) days' written notice sent to Naviance by certified U.S. mail, return receipt requested; provided however, that the Customer shall be responsible to Naviance for all services rendered by Naviance through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Customer prior to the start date of service.

**9. Representation, Warranties, and Covenants.** Each party represents, warrants, and covenants that it has the full legal power and authority to enter into the Agreement. Naviance represents, warrants, and covenants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, and that the Service will perform substantially in accordance with the on-line Naviance help documentation under normal use and circumstances. Customer and Users represent, warrant, and covenant that they have not falsely identified themselves nor provided any false information to gain access to the Service and that they will comply with the terms of the Agreement, including these Terms.

**10. Indemnification.**

**10.1. Indemnification by Customer.** Customer shall indemnify, defend, and hold Naviance, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that use of Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim arising from or alleging a breach by a Customer or User(s) of any provision of the Agreement, provided that Naviance: (a) gives written notice of the claim to Customer as soon as practicable; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Naviance and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents of all liability and such settlement does not affect Naviance's business or the Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim without Customer's prior written consent.

**10.2. Indemnification by Naviance for Intellectual Property Claims.** Naviance shall indemnify, defend, and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the copyright, patent, trademark, and other intellectual and proprietary rights of a third party. Naviance shall have no indemnification obligation, and Customer shall indemnify Naviance pursuant to the Agreement, for claims arising from any alleged infringement related to the combination of the Service with any of Customer's or any of Customer's licensor's products, service, hardware, or business process(es), so long as such use was not authorized or directed by Naviance, such authorization and/or direction having been expressly given in writing.

**10.3. Indemnification by Naviance for Negligence and Breach of Contract.** Naviance shall insure and/or indemnify the Customer and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily



injury or property damage arising from any neglect act or omission of Naviance or its employees or agents. Further, Naviance covenants and agrees that it shall hold the Customer and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by Naviance's breach of this agreement or based upon the conduct of Naviance, or its agents or its employees or arising out of in connection with their activities under this agreement. Naviance's indemnification obligations under this Hold Harmless provision will in no event exceed the total cost that the Customer paid for Naviance's services in the previous twenty-four (24) month period.

**11. Disclaimer of Warranties.** (I) NAVIANCE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT PROVIDED TO NAVIANCE BY CUSTOMER OR USERS; (II) NAVIANCE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (IV) ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**12. Internet Delays.** THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NAVIANCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**13. Limitation of Liability.** In no event shall Naviance be liable to you for any indirect, special, exemplary, or consequential damages including, without limitation, loss of data or lost profits, in any manner related to the Service or your use thereof based in contract, negligence, strict liability, or otherwise, whether or not they had any knowledge, actual or constructive, that such damages might be incurred. The maximum liability for Naviance arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected to the Service shall not exceed the amount paid to Naviance by you for use of the Service, except as provided above in Sections 10.2

**14. Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

**15. Local Laws and Export Control.** In this Section 15 (Local Laws and Export Control) only, "Export Controls" means any export control and economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union (or any Member State thereof), the United Nations and each other jurisdiction in which Naviance is incorporated, operates, conducts business or to which it is subject from time to time, including, but not limited to: (i) the US Export Administration Regulations, the US International Traffic in Arms Regulations, the US Department of Treasury Office of Foreign Asset Control's economic sanctions regulations; (ii) sanctions programmes maintained by the British Government, EU regulation on the control of exports of dual-use items and technology and any applicable European Union restrictive measure that has been or is to be implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy; and (iii) the Indian Foreign Trade (Development and Regulation) Act, 1992, the Indian Weapons of Mass Destruction and Their Delivery Systems (Prohibition of Unlawful Activities) Act, 2005, and notifications and Foreign Trade Policy issued from time to time by the Director General of Foreign Trade, Department of Commerce and Industry, Government of India.

**15.1.** The Service provides services and uses software and technology that may be subject to Export Controls depending on who uses them, for what purposes they are used and where they may be used. Accordingly, Customer undertakes and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported in breach of Export Controls. This shall include, but not limited to, Customer ensuring that the Service is not used, directly or indirectly, by a specially designated person or entity listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or the European External Action Service Consolidated List of financial sanctions targets (collectively "Designated Nationals").

**15.2.** Customer represents and warrants that it is not owned or under the control of a Designated National and the funds used to pay for the Service are not derived from a Designated National or an activity which would otherwise be in breach of Export Controls. If Customer uses the Service in breach of Export Controls, including using the Service as, for or on behalf of a Designated National, or reasonably suspects that such a breach has or will arise, then Customer shall immediately notify Naviance in writing upon which the Service may be terminated by the Naviance at its sole discretion in writing to Customer.

**15.3.** The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Naviance and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer remains solely responsible for applying for and obtaining an appropriate licence for use of the Service if so required under Export Controls, including those controls applicable to Customer. Any diversion of the content contrary to US laws and regulations is prohibited.

**16. Notice.** Naviance may give notice by means of a general notice on the Service or by written communication or e-mail to the address of the primary contact for Customer or Users on record with Naviance. Such notice shall be deemed to have been given to Customer or Users upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by e-mail). Customer or Users may give notice to Naviance at any time by letter delivered by a nationally recognized overnight delivery service or



first class postage prepaid mail, by e-mail, or by fax to Naviance Inc., 3033 Wilson Boulevard, Suite 500, Arlington, VA 22201, 703-859-7319 (fax), [legal@naviance.com](mailto:legal@naviance.com), or such other address as may be designated from time-to-time. Such notice shall be deemed given when received by Naviance.

**17. Modification.** The Agreement may only be modified by the express written agreement of both parties.

**18. Assignment.** The Agreement, including all rights and obligations hereunder, may not be assigned by Customer or Users without the prior written approval of Naviance.

**19. Governing Law; Forum; Naviance Remedies; Miscellaneous Provisions.**

**19.1. Governing Law; Forum.** The Agreement, including these binding Terms, and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the law of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice- or conflicts-of-law rules of any jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Alexandria City in the Commonwealth of Virginia, and Arlington County in the Commonwealth of Virginia, for the adjudication of any disputes, actions, claims or causes of action arising out of, relating to, or in connection with this Agreement, the Terms, or the Service. You expressly waive any objection to personal jurisdiction or venue in the state and federal courts identified in the preceding sentence, including any *forum non conveniens* argument.

**19.2. Naviance Remedies.** You acknowledge that any breach of the Agreement, including these binding Terms, and including without limitation the restrictions on any unauthorized viewing, access, or use of the Service, will cause irreparable harm and injury to Naviance, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, you agree that Naviance shall be entitled to injunctive relief. Material breach of the Agreement, including these binding Terms, harms the integrity, functionality, and reputation of the Service and Naviance and its affiliates; detracts from Users' and Customers' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of Naviance, the Service, and the computers and servers through which Naviance offers the Service. Indeed, you agree that in the event you materially breach these binding Terms, Naviance will have to incur significant time, expense, and fees in investigating and remediating the breach (including, for example, the cost of attorney and Naviance employee time).

You agree that if you do not meet the definition of a Customer or User and you (i) view, access, or use the Service; (ii) violate Section 4.2; or (iii) otherwise act in a way not authorized by these Terms, you will pay Naviance's reasonable attorney's fees and costs, to be determined by a court, but not less than \$100,000, an amount the parties agree would be the minimum reasonable fee for any legal action required to investigate the violation of and enforce these binding Terms. The payment of attorney's fees and costs contemplated in the previous sentence is in addition to any damages or other relief awarded by the Court.

**19.3. Severability.** If any provision of the Agreement, including these binding Terms, is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If the provision cannot be construed to be rendered valid, it shall be severed from the remainder of the Agreement and these binding Terms, which shall remain in full force and effect.

**19.4. Miscellaneous Provisions.** In the event of any inconsistency between the Agreement, including these binding Terms, and any purchase order or similar terms on any Customer form,

the Agreement shall control. No joint venture, partnership, employment, or agency relationship exists between Naviance and Customer or Naviance and Users as a result of this Agreement or use of the Service. The failure of Naviance to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Naviance in writing. The Agreement, including these binding Terms and the incorporated [Terms of Use](#), comprises the entire agreement between Naviance and Customer and Naviance and Users with respect to the Service and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Sections 4, 6, 7, 9, 10, 11, 13, and 19, and Customer's obligation to pay any fees due under the Agreement, shall survive termination of the Agreement.

**20. Professional Services.** In the event Customer elects to receive professional services, including professional development and/or consulting services from Hobsons, the following terms shall apply. Customer agrees to contact Naviance prior to the session if Customer has any questions regarding these responsibilities.

**20.1. Customer Responsibilities for Professional Development.** All professional development sessions are hands-on sessions and require a computer for each participant. Customer must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. Customer must also plan to have no more than 15 individuals attend a training session at a time to ensure proper student to instructor ratio for effective learning. Customer agrees to work with Naviance to ensure that any professional development session purchased is conducted within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver a session within 12 months from the date of purchase shall constitute a cancellation by Customer as described in Section 20.6.

**20.2. Customer Responsibilities for Consulting Services.** With respect to consulting services, Customer agrees to the required preparation as outlined by Naviance to effectively start the engagement and utilize the services of the Naviance Consultant. Customer agrees to work with Naviance to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver consulting services within 12 months from the date of purchase shall result in a forfeit of the consulting hours purchased. With regards to Delegated Authentication, implementation of this service is the responsibility of Customer. The Naviance consultant cannot provide a SOAP-based web service or the technical support to create this service. With regards to automated data import, implementation of cURL is the responsibility of Customer. The Naviance consultant cannot install cURL, create a cURL directory, or configure cURL for Customer.

Customer understands that as part of providing certain consulting services as specified by Customer Naviance may have access to Customer's student data in order to provide those services. Such access will be for the sole and limited purpose of providing Customer with information and analytics about Customer's and its User's configuration and use of the Services and progress within the Services, and to provide insights, recommendations and reports for the sole and exclusive use by Customer for its purposes.

**20.3. Warranties.** Naviance warrants that each of its instructors and consultants performing such professional services shall have the proper skill, training, and background to perform in a competent and professional manner. Such professional services may include unknown and unforeseen problems and Naviance shall attempt to resolve such problems, should they occur.

Customer acknowledges that Naviance does not warrant that a satisfactory solution to all problems will be possible.

**20.4. Payments and Refunds.** Customer or a contact designated by Customer will be invoiced for professional development session(s) and consulting services at the time of purchase. If applicable, Naviance will invoice Customer for travel expenses incurred by the instructor(s) for any on-site professional development services and consultant(s) for any on-site consulting services. Payments are due in accordance with Section 3 and within the time frame stated on each invoice and all consulting services and professional development sessions are non-refundable except as a result of a request by Naviance to cancel or reschedule a professional development session as described in Section 20.5.

**20.5. Cancellation or Rescheduling by Naviance.** Naviance reserves the right to cancel or reschedule sessions. In the event Naviance cancels or asks to reschedule a session, Customer may choose to reschedule, attend another comparable session, or receive a full refund.

**20.6. Cancellation or Rescheduling by Customer.** Customer may reschedule an on-site or webinar session that has been previously confirmed by Naviance, provided that Customer agrees to: (i) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (ii) pay costs incurred on Customer's behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to our instructor(s) and, if applicable, travel expenses); and (iii) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by Customer, with no further obligations by Naviance, in the event of any of the following: (i) failure to schedule a session to be conducted within 12 months from the date of purchase; (ii) failure by Customer to attend a session for which Customer is registered without providing the specified advance notice to Naviance; or (iii) failure by Customer to reschedule a session in accordance with the provisions of this Section 20. Customer agrees to pay any fees for services and to pay any expenses incurred by Naviance on Customer's behalf in connection with sessions confirmed by Naviance and canceled by Customer. If cancellation of a session is a result of inclement weather resulting in a school or delay, Customer is still responsible for paying any expenses incurred by Naviance on the Customer's behalf, however the session will not be considered cancelled by Customer.

**21. Digital Millennium Copyright Act.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Naviance reserves the right to remove any material on the Service which allegedly infringes another person's copyright. If you believe in good faith that materials hosted by Naviance infringe your copyright, you (or your agent) may send us a notice requesting that the materials be removed, or access to them blocked. Such notice must meet statutory requirements imposed by the DMCA and must be in writing and include the following information in writing: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed, including, where possible, a copy or the location (*e.g.*, URL) of an authorized version of your work; (iii) a description of the material that you claim to be infringing, as well as its location within the Service; (iv) your name, address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use of the materials is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. If you believe in good faith that a notice of copyright infringement has been wrongly

filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-  
notices for the Service should be sent to: Matthew S. Kelman, Esq., 53 West 23rd Street, 12th  
Floor, New York, NY 10010. We suggest that you consult your legal advisor before filing a  
notice or counter-notice. Also, be aware that there can be substantial penalties for false claims.

## CONTRACTOR ASSESSMENT

Vendor Name: PowerSchool Group, LLC

Project Description: PowerSchool Group, LLC (Naviance) will provide fundamental tools for supporting college, career and life readiness through our CCLR Framework. This includes Achieve Works, Career Key, Insights Premium, Naviance eDocs and Naviance Alumni Tracker.

Evaluator Typhanie Jackson

Date September, 2023

|  | Unacceptable |   |   | Excellent |   | Not applicable |
|--|--------------|---|---|-----------|---|----------------|
|  | 1            | 2 | 3 | 4         | 5 | N/A            |
| <b>Quality of contractor's Work</b>  |              |   |   |           |   |                |
| 1. Attendance  |              |   |   | X         |   |                |
| 2. Effectiveness of consultation   |              |   |   |           | X |                |
| 3. Ability to communicate with staff and parents                           |              |   |   |           | X |                |
| 4. Monitor and maintain social emotional behavioral records                |              |   |   | X         |   |                |
| 5. Appropriate recommendations for student programming                     |              |   |   | X         |   |                |
| <b>Working relationship of contractors with district</b>                   |              |   |   |           |   |                |
| 6. Timely submission of department data                                    |              |   |   |           | X |                |
| 7. Positive feedback from staff and families                               |              |   |   |           | X |                |
| 8. Collegial, collaborative relationships with building professionals      |              |   |   |           | X |                |
| <b>Implementation of practice across the district</b>                      |              |   |   |           |   |                |
| 9. Flexibility in scheduling   |              |   |   |           | X |                |
| 10. Team work with teacher and other professionals                         |              |   |   | X         |   |                |
| 11. Individual/building training of social emotional behavioral strategies |              |   |   | X         |   |                |