

Illinois SOPPA Addendum

Last Updated:

- I. Purpose:** Consistent with the Illinois Student Online Protection Act 105 ILCS 85/ et al. (“SOPPA”) SkillHero (“SH”) and the North Greene School District (the “District”) (collectively, the “Parties”) agree to add the following supplemental terms (the “Addendum”) to the Memorandum of Understanding (“MOU”) executed between them as of August 31, 2023. Any capitalized terms or acronyms not defined in this Addendum shall have the same meanings set forth in the Memorandum of Understanding.

To the extent any terms contained in this Addendum conflict with any terms in either the Memorandum of Understanding or SH’s Terms and Conditions, the terms in the Addendum will apply.

II. SOPPA Terms

Consistent with Section 5 of SOPPA the following the Parties incorporate the following definitions into the MOU.

- A. Covered Information. 105 ILCS 85/5.** “Covered Information” as used in this Addendum includes any and all information concerning a student by which a student may be individually identified including the types of information the student or school district provides consistent with Section 1 of SH’s [Privacy Policy](#) and includes “covered information” as defined in SOPPA section 5.
- B. Reasonable Security Procedures and Practices. 105 ILCS 85/15 (1) & 85/27(e).** SH has implemented reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure.

Consistent with Section 15(4) of SOPPA the Parties incorporate the following terms to the MOU.

- C. Categories or Types of Covered Information to be Provided to SH. 105 ILCS 85/15 4(A).** SH collects the information you provide to SH consistent with Section of 1 of SH’s [Privacy Policy](#).
- D. Product or Service Being Provided to the School by SH. 105 ILCS 85/15 4(B).** SH offers, free of charge, a license to the District to offer SH’s network software as a free resource in order to deliver enhanced benefits to the District’s students.
- E. School Official. 105 ILCS 85/15 4(C).** In providing services to the District, SH is acting as a “school official” with a “legitimate educational interest” as defined under the Family

Education Rights and Privacy act of 1974 (“FERPA”). SH agrees to only use the Covered Information for an authorized purpose and will not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the District or pursuant to a court order.

- F. Data Breach Cost Allocation. 105 ILCS 85/15 4(D).** In the event of a data Breach (defined as the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Covered Information maintained by SH or the District) attributable to SH each party shall bear its own costs for all activities necessary to remediate the Breach.

- G. Deletion or Transfer of Student Data. 105 ILCS 85/15 2 & 85/15 4(E).** SH will modify or delete all Covered Information consistent with Section 9 of SH’s [Privacy Policy](#). Additionally, consistent with Section 7 of SH’s [Privacy Policy](#), SH will delete or transfer all Covered Information back to the District if the information is no longer needed for the purposes of the MOU. Covered Information is needed no longer than period of time in which users maintain an account with SH.

- H. Public Notice of Addendum. 105 ILCS 85/15 4(F).** The District agrees it shall post this Addendum on its website or make them available for inspection by the general public at its administrative office, provided certain portions may be redacted at SH’s request.

- I. Notice of Breach. 105 ILCS 85/15 5.** In the case of any Breach, without unreasonable delay, but no later than thirty (30) calendar days after the determination that a Breach has occurred, SH will notify the District of any Breach of the students’ Covered Information.

- J. Sub-processors. 105 ILCS 85/15 6.** SH will provide the District a list of SH’s sub-processors, as requested, which will be updated from time to time, at the beginning of every calendar year and the State fiscal year.