

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Mclean County Unit 5 School District ("Originating LEA") which is dated 03/29/2021, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: privacy@code.org.

PROVIDER: DocuSigned by: Code.Org

BY: Cameron Wilson Date: 4/29/2021 | 08:07:59 PDT
ED2D85824BA6481...

Printed Name: Cameron Wilson Title/Position: COO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Mclean County Unit 5 School District and Code.Org

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: Kristen Lugo Date: 6/17/2022

Printed Name: Kristen Lugo Title/Position: Registrar / PS / SIS specialist

SCHOOL DISTRICT NAME: Butler School District 53

DESIGNATED REPRESENTATIVE OF LEA:

Name: Kristen Lugo

Title: Registrar / PS / SIS specialist

Address: 2801 York Rd

Telephone Number: 630-368-4520

Email: klugo@butler53.com

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, which will be deemed to occur upon five (5) years of end-user account inactivity, the Provider will dispose of or provide a mechanism for the LEA to transfer Student Data as set forth in Article IV, Section 6 or as otherwise set forth herein. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal record laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and deleted the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

11. Exhibit G – Supplemental SDPC State Terms for Illinois

15. Termination. Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA before the expiration of its term, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate (subject to LEA and Provider cooperating to ensure that all applicable Teacher and Student Accounts governed by the Service Agreement have been transferred or deleted)."

Accepted and agreed on the date last written below, by and between:

Butler School District 53

Code.org

By: Karen Ryo

By: _____

Its: Registrar / SIS / PS Specialist

Its: _____

Dated: 6/17/2022

Dated: _____