

KANELAND COMMUNITY UNIT SCHOOL DISTRICT 302

and

Schoolza LLC

Student Data Privacy Addendum

ARTICLE I: PURPOSE AND SCOPE

A: **Purpose of Addendum.** This Student Data Privacy Addendum (the "Addendum") is intended to address federal, state, and local requirements that might not otherwise be incorporated into companies' standard data privacy agreements. Kaneland Community Unit School District 302 (the "District") requires that all operators, as defined below, must sign this Addendum before any separate agreement involving student information will be effective.

B: **Operators.** For purposes of this Addendum, "operators" has the same definition as in the Student Online Personal Protection Act (105 ILCS 85/1, *et seq.*; "SOPPA"). Namely, it refers to entities that operate websites, online services, online applications, or mobile applications with actual knowledge that the site, service, or application is used primarily for K through 12 school purposes and was designed and marketed for K through 12 school purposes. *Schoolza LLC* (the "Operator") is hereinafter considered an operator under SOPPA.

C: **Scope of Addendum.** This Addendum imposes additional responsibilities upon the District and the Operator as Parties to the Operator's separately agreed-upon terms and conditions. This Addendum shall be considered integral to the contractual relationship between the parties. Any topic not addressed by this Addendum shall be controlled by other agreements, terms, and policies of and between the Parties.

ARTICLE II: SOPPA COMPLIANCE

A: **Acknowledgement.** The Operator acknowledges and understands that by entering into this Addendum, it is bound by the requirements of SOPPA as an operator of a website, service, or application used and marketed for school purposes.

B: **Covered Information.** During the term of this Addendum, the District, through its employees, agents, students, and/or students' parents, will provide the Operator with the following Covered Information regarding students:

- First and last name
- Home address

- Telephone number
- E-mail address
- Other physical or online contact information
- Medical records
- Health records
- Disabilities
- Food purchases
- Documents
- Student identifiers
- Device assignments
- Website activity
- Photos
- Parent contact information
- Technology support requests

C: **Service/Product Provided.** As provided within this Addendum, the Operator shall provide the District with food services point of sale and wallet funding system; technology inventory management and help desk; technology profile for parents.

D: **FERPA Responsibilities.** The District and Operator affirm that by entering into this Addendum, the Operator is acting as a school official with a legitimate educational interest, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA", 20 U.S.C. § 1232g). The Operator, by using and/or maintaining Covered Information, is performing an institutional service or function for which the District would otherwise use employees under the direct control of the District.

E: **Disclosing Information.**

1. Required Disclosures. The Operator shall publicly disclose material information about its collection, use, and disclosure of Covered Information, including, but not limited to, a terms of service agreement, privacy policy, or similar document. Additionally, the Operator shall provide to the District a list of any third parties or affiliates to whom the Operator has disclosed or is currently disclosing Covered Information. This list must be updated and provided to the District by January 1 and July 1 of each year of the Addendum.

2. Prohibited Disclosures. The Operator will use Covered Information only for an authorized purpose. The Operator will not disclose Covered Information to third parties or affiliates, unless permitted by law, court order, or the District.

F: **Security.** The Operator must implement and maintain 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. These security procedures and practices must incorporate current guidance provided by the Illinois State Board of Education.

G: Breach of Covered Information.

1. Notification. In the event of any data breach, the Operator shall notify the District of any breach of students' Covered Information. Notification shall occur within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after determination that a breach has occurred.

2. Operator Responsibility. If a breach is attributed to the misconduct, negligence, or mistake of the Operator, it shall be the sole responsibility of the Operator to reimburse the District for any investigative and remediation costs and expenses incurred as a result of the breach. Costs and expenses may include, but are not limited to: (1) providing notification to parents, regulatory agencies, and other entities as required by law or contract; (2) providing credit monitoring to students whose Covered Information was exposed; (3) legal fees; (4) audit costs; (5) fines, fees, and damages imposed against the District; and (6) fulfilling any other requirements of the Illinois State Board of Education or any other State or federal laws.

H: Deleting Covered Information. The Parties agree that a student's Covered Information provided pursuant to this Addendum should be used, stored, or maintained by the Operator only: (1) for 10 years; (2) until termination of this Addendum; or (3) until a request is made by the District, whichever occurs earlier. When the Operator becomes aware that the Covered Information is no longer needed for the purposes of the Addendum, due to time lapse, termination, or request, the Operator must transfer the Covered Information to the District if requested by the District. If no transfer request is made, the Operator must delete the Covered Information within 14 days of time lapse, termination, or request.

I: District Website. The District shall publish this Addendum on its website within 10 business days of entering into it. The Parties may mutually agree, however, to redact portions of this Addendum before publication. Those portions to be redacted shall be determined separate from this Addendum. In no event shall subsections (B), (C), or (D) of this Article II be redacted. Redactions made pursuant to this section shall not apply to any document production required by law or court order.

ARTICLE III: MISCELLANEOUS

A: Effective Date. This Addendum shall be effective July 1, 2021, regardless of the effective date of any associated agreement. The Addendum's term shall continue until the underlying agreement is terminated.

B: Termination. This Addendum shall continue in full force and effect until (1) the lapse or termination of all other agreements between the parties regarding the

transfer and storage of Covered Information, and (2) the Operator no longer possesses any Covered Information.

C: **Conflicts.** In the event there is conflict between the terms of this Addendum and any other agreements, terms, or policies of or between the parties, the terms of this Addendum shall apply and take precedence.

D: **Governing Law.** This Addendum will be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction of the United States District Court of the Northern District of Illinois or the 16th Judicial Circuit Court of Kane County for any dispute arising out of or relating to this Addendum or the transactions contemplated hereby.

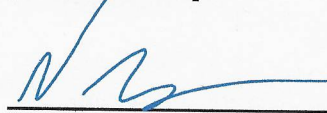
E: **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, so often as may be deemed expedient.

F: **Electronic Signatures.** This Addendum may be executed and delivered by electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The District and Operator agree and consent that delivery and execution of this Addendum and any modifications or amendments thereto may be accomplished electronically and that electronic signatures to this Addendum by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

IN WITNESS WHEREOF, District and Operator execute this Student Data Privacy Addendum as of the Effective Date.

Schoolza LLC

[OPERATOR]



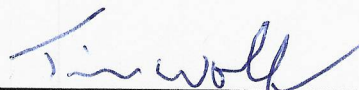
By: Nicolas Borg

Co-Founder

[TITLE]

5/27/2021

DATE



KANELAND CUSD 302

Tim Wolf

By: [NAME]

Director of Technology

[TITLE]

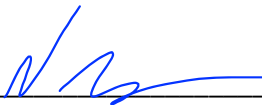
5/27/2021

DATE

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Kaneland CUSD 302]("Originating LEA") which is dated [5/27/2021], 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 statuses; (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: nic@schoolza.com.

BY:  Date: 5/28/2021

Printed Name: Nicolas Borg Title/Position: Co-Founder, Schoolza LLC

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 [Kaneland CUSD 302] and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____