

D. **Purpose of covered information.** An explanation as to the purpose for which the operator collects or receives the covered information is provided here:

E. **Third parties who get covered information, with semi-annual updates.** The operator hereby provides a list of all subcontractors and **third parties or affiliates** to whom the operator is currently disclosing covered information or has disclosed covered information. The Operator further represents and promises that this list shall, at a minimum, be updated and provided to the school by the beginning of each State fiscal year (July 1) and at the beginning of each calendar year.

F. **Transparent allocation of cybersecurity risk.** A description of how, if a breach is attributed to the operator, any costs and expenses incurred by the school in investigating and remediating the breach will be allocated between the operator and the school is set forth here. The costs and expenses may include, but are not limited to:

- (i) providing notification to the parents of those students whose covered information was compromised and to regulatory agencies or other entities as required by law or contract;
- (ii) providing credit monitoring **for such period of time as is identified by the operator** to those students whose covered information was exposed in a

- manner during the breach that a reasonable person would believe that it could impact his or her credit or financial security;
- (iii) legal fees, audit costs, fines, and any other fees or damages imposed against the school as a result of the security breach; and
 - (iv) providing any other notifications or fulfilling any other requirements adopted by the State Board or of any other State or federal laws.

Additionally, the operator's description of the allocation of cybersecurity risk may reference insurance provided by the operator that identifies the District as an insured party and loss payee. Please refer to Exhibit B for the insurance details.

- G. **Automatic deletion or transfer of information.** The operator shall delete or transfer to the school all covered information if the information is no longer needed for the purposes of the written agreement, and shall do so in the following specified time period, after which the information must be deleted or transferred once the operator is made aware that the information is no longer needed for the purposes of the written agreement.

Section II: Operator's Duties and Commitments

- H. **Cybersecurity standards and protocols.** The operator shall implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to detect, protect and respond to cyberattacks that may compromise covered information from unauthorized access, destruction, use, modification, or disclosure. This requirement may be met through procedures and practices that comply with [ISO/IEC 27009:2020](#).
- I. **Cybersecurity Training.** The Operator shall provide regular and periodic training to its employees and personnel with relative to the cybersecurity procedures and practices referenced above.
- J. **FERPA.** Pursuant to the [Federal Family Educational Rights and Privacy Act of 1974](#), the operator confirms that it is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under this Act, without permission from the school or pursuant to court order.
- K. **Corrections to information.** In the event the District notifies the operator that, under the Act, a parent has notified the District that certain covered information provided by the district and held by the operator is factually inaccurate, the operator shall correct the factual inaccuracy and confirm the correction within 90 calendar days after receiving notice from the District, and the District shall notify the parent of said correction within 10 business days of the operator's confirmation.
- L. **Notification of data breach.** In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, the operator shall notify the district via email to networkteam@wps60.org and via phone to 224.303.1107 of any breach of the students' covered information. The operator's notification shall identify (1) The number of students whose covered information is involved in the breach, unless disclosing that number would violate the provisions of the Personal Information Protection Act; (2) the date, estimated date, or estimated date range of the breach; (3) Information that the parent may use to contact the operator and school to inquire about the breach; (4) details of how the breach occurred; (5) an explanation as to what data was compromised; and (6) an explanation as to the operator's plans to protect and assist the affected students and families.
- M. **Information Ownership.** All information received by the operator from the District shall be owned solely by the District; and within 45 days of a written request from the District,

the operator shall transfer the information to the District in a format acceptable to the District, including csv, pdf, txt, mp3, wav, by way of a secure sftp server or box.com location that is compatible with District systems.

- N. **Deletion of information on parents' request.** Upon a written request of the District, the operator shall delete covered information on behalf of a student's parent if the parent so requested the District, provided that the deletion of the covered information is not in violation of State or federal records laws.
- O. **Agreement on District's website.** Insofar as the District maintains a website, the operator acknowledges and confirms that the District shall publish this Agreement on that website. If the District does not maintain a website, the District shall make the written agreement available for inspection by the general public at its administrative office.

Updates and Applicability. The operator confirms that it shall update the information presented in this Addendum if and when that information is not materially accurate and complete. The parties agree that this Master SOPPA Addendum shall apply to and be incorporated into every District purchase of the software identified in Section I that is made by the District after both parties sign below, unless SOPPA is subject to an amendment by the Illinois General Assembly and a revision to this Addendum is necessitated or advisable as a result.

NAME
TITLE
NAME OF OPERATOR

ADDRESS

CITY STATE ZIP

DATE:

EXHIBIT A

<u>Category Of Data</u>	<u>Data Elements</u>	<u>Check if required by your system/product, subject to district approval</u>
Application Technology MetaData	IP Addresses of users, Use of cookies, Mac addresses etc.	
	Geographic location	
	Other application technology metadata-Please specify:	
Application Use	Meta data on user interaction with application, Vendor can report aggregate analytics about student usage of the program (ONLY if district opts in)	
Assessment	Standardized test scores	
	Observation data	
	Other Assessment data-Please specify:	

Attendance	Student Daily attendance	
	Student aggregate attendance data	
Communication	Online communication captures (emails, blog entries or chat)	
Conduct/Behavior	Student Behavior data	
Demographics	Date of birth	
	Place of birth	
	Gender	
	Race or Ethnicity	
	Preferred Language	
	Other demographic information -Please specify:	
Enrollment	Student school enrollment	
	Grade level	
	Homeroom	
	Counselor	
	Year of Graduation	
	Curriculum Programs	
	Other enrollment information -Please specify:	
Parent/Guardian Contact Information	Address	
	Email/Phone	
	Emergency Priority	
	Parent ID number	

	Parent first name, Last Name	
Schedule	Student scheduled course	
	Teacher/section	
Special Indicator	English Language Learner	
	Low income status	
	Student disability	
	Specialized education services (IEP,504)	
	Living situation (homeless/foster care)	
	Other special indicators- Please specify:	
Student Contact information	Address	
	Email/Phone	
	Longitude/Latitude	
Student Identifiers	Local ID number	
	State ID number	
	Social Security Number	
	Username	
	Password	
	Firstname and/or Lastname	
	Student Photo	
Student Health	Health Data	
	Immunization records	
	Health Office visits/ Medications	
Student membership and	Academic or	

in app usage	extracurricular activities a student may belong to or participate in?	
	Program/Application usage	
Student work/ Communication	Student generated content	
	Student messages/chat	
Student Fee	Credit Card details	
	Debit Card details	
Transcript	Student course grades	
	Student course data	
	Other transcript data- Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off	
	Student bus pass	
	Geolocation	
	Other transportation data- Please specify:	
Technical Support	Screenshots	
	Upload/download files, pictures etc..	
Other	Please list each additional data element used, stored or collected by your application:	

Exhibit B

Proposed Cybersecurity Insurance Addendum

Vendor shall obtain at its sole cost and expense (and evidence via one or more Certificates of Insurance that identify the District as an insured party and loss payee) the following insurance coverage before commencement of any awarded work and throughout the duration of the Agreement:

- A) Technology E&O / Technology Products E&O: minimum of \$2.0 million limit and in the annual aggregate, inclusive of defense costs
- B) Network Security / Privacy Liability; including:
 - (1) computer or network systems attacks
 - (2) denial or loss of service
 - (3) introduction, implantation, or spread of malicious software code
 - (4) unauthorized Access and use of computer systems
 - (5) privacy liability
 - (6) breach response coverage

Liability coverages should have a minimum of \$2.0 million limit and annual aggregate, and the breach response Sub-Limits must be at least a minimum of 50% of the liability limit.

- C) Crime Insurance. Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1,000,000. If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement.

Waukegan Community United School District No. 60 must be named as an additional insured under Technology E&O / Technology Products E&O & Network Security / Privacy Liability policies.

Further, an appropriate endorsement deleting the Insured School District vs. Insured exclusion must be evidenced, so as not to impede a claim by "INSURED School District" for a wrongful act of (Vendor).

All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.