# Illinois

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between: Harvard Community Unit School District 50 (the "**Local Education Agency**" or "**LEA**") and Amplify Education, Inc. (the "**Provider**").

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS,** the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Illinois. Specifically, those laws are Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205; and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE,** for good and valuable consideration, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-MO-NH-NY-OH-RI-VT-DPA, Modified Version 1.0** Data Privacy Agreement between the Provider and **Manchester School District** ("Originating LEA") which is dated **August 23, 2024** ("Originating DPA"). The terms and conditions of the Originating DPA are thus incorporated herein.

2. Provider additionally agrees to the following additional terms contained in the Illinois Exhibit "G" attached hereto.

3. Provider may, by signing the attached form of "General Offer of Privacy Terms" be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.

4. **Notices**. All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: <u>Aaron Harnly</u>                  Title: <u>CTO</u>

Address: <u>55 Washington Street, Suite 800, Brooklyn, NY 11201</u>

Phone: <u>(800) 823-1969</u>      Email Address: <u>security@amplify.com</u>

The designated representative for the LEA for this DPA is:

Guy Clark, Director of
Technology 401 N. Division,
Harvard, IL 60033
(815) 943-4022 gclark@cusd50.org

## Harvard Community Unit School District 50

By: *Heather Kriete*
<span style="font-size:smaller">Heather Kriete (Jul 17, 2025 14:08 CDT)</span>

Date: <u>Jul 17, 2025</u>

Printed Name: <u>Heather Kriete</u>
Title/Position: <u>IT Specialist</u>

## Amplify Education, Inc.

By: *Catherine MacKay*

Date: <u>07 / 08 / 2025</u>

Printed Name: <u>Catherine Mackay</u>
Title/Position: <u>President & COO</u>

# Exhibit "E" - GENERAL OFFER OF PRIVACY TERMS

## 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Harvard Community Unit School District 50** ("Illinois Originating LEA") which is dated <u>Jul 17, 2025</u>, 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 statues; (2) a material change in the services and products listed in the originating Service Agreement; or (3) 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 <mark>email address:</mark>

_____.

**Amplify Education, Inc.**

BY: *Catherine Mackay* _____ Date: 07 / 08 / 2025 _____

Printed Name: Catherine Mackay _____ Title/Position: President & 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 **Harvard Community Unit School District 50** and the Provider.

\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER
PURSUANT TO ARTICLE VII of the Originating DPA. \*\*

**Subscribing LEA: (School District Name):** _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

# EXHIBIT "G"
## Illinois

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Illinois. Specifically, those laws are to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205; and

**WHEREAS**, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

**WHEREAS**, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Illinois;

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

1.    Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be replaced with: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."

2.    Replace <u>Notices</u> with: "Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid."

3.    In Article II, Section 1, add: "Further clarifying, in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest."

4.    In Article II, add the following sentence: "In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days

after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and, upon LEA's request, shall provide written confirmation of the correction to the LEA."

5.     In Article II, Section 4, replace it with the following: "In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure unless lawfully directed by the Requesting Party not to inform the LEA of the request."

6.     In Article II, Section 5, add: "Provider's subprocessors can be found at https://amplify.com/subprocessors."

7.  In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

8.  In Article IV, Section 6, replace the whole section with:

> If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the LEA
> will provide written notice to the Provider as to what Student Data is no longer needed. Upon receiving such request, 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 60 calendar days if the LEA requests deletion or transfer of the Student Data and, upon request, 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 deletion all Student Data within ninety (90) days..

> If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being 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 records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete 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.

9.  All employees of the Provider who will have direct contact with students shall pass criminal background checks.

10. In Article IV, Section 7, add "renting," after "using."

11. In Article V, Section 1 Data Storage: Illinois requires all Student Data to be stored within the United States, Canada, United Kingdom and/or the European Union.

12. In Article V, Section 4, add the following: "'Security Breach' does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure."

13. In Article V, Section 4(1) add the following:

> vi.  A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and

> vii.  The name and contact information for an employee of the Provider whom the LEA may contact to inquire about the breach.

14. In Article V, Section 4, add a section (6) which states:

> In the event of a Security Breach that is attributable to the Provider's breach of the DPA, the Provider shall reimburse the LEA for any and all actual, documented, costs and expenses that are incurred by the LEA in response to administrative or legal action and/or required by state or federal law, not to include LEA's own employee time, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA; provided, however, the LEA must provide notice to the Provider of the LEA's engagement of third-party vendors by Provider to qualify as reimbursable and a chance for the Provider to reasonably object, which may include but are not limited to costs and expenses associated with any of the following to the extent they are applicable and legally required:

> a.  Providing legally required notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law;

> b.  Providing legally required credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security; and

> c.  Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the Security Breach.

d. Providing any other legally required notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

15. Replace Article VII, Section 1 with: "In the event either Party seeks to terminate this DPA, 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."

16. In Exhibit C, add to the definition of Student Data, the following: "Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records", "student temporary record" or "student permanent record" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA."

17. The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

18. The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.

19. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.

20. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.

21. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

22.    The Provider will not collect social security numbers.