

Illinois Student Data Privacy Agreement (DPA)

This Data Privacy Agreement (“DPA”) is entered into on April 8, 2025 by and between:

School District: **Crete-Monee Unified School District 201U**
690 W. Exchange Street
Crete, IL 60417

Vendor: **MindPlay Education, LLC**
1718 E. Speedway Blvd #4195
Tucson, AZ 85719

1. Purpose

The purpose of this DPA is to establish the terms and conditions under which student data will be collected, used, and safeguarded by the Vendor in compliance with the Student Online Personal Protection Act (SOPPA), 105 ILCS 85/1 et seq., and other applicable federal and state laws, including FERPA and COPPA.

2. Data Collected

MindPlay Education, LLC may collect, store, or process the following student data during the course of providing services:

- - IP addresses and device information
- - Use of cookies and metadata on user interaction
- - Usage data, logins, and student answers
- - Student gender, ethnicity or race
- - School enrollment information and grade level
- - Teacher names
- - English Language Learner (ELL) status
- - Low income status
- - Student usernames and passwords for the application
- - Student first and/or last names
- - Program/application performance data (e.g., typing speed, reading level)
- - Student-generated content (e.g., writing samples, uploaded pictures)

3. Use of Data

MindPlay Education, LLC agrees that student data will only be used for the purposes of delivering educational services as contracted by the District. MindPlay Education, LLC will not use student data for targeted advertising or any other commercial purposes.

4. Data Security

MindPlay Education, LLC shall maintain appropriate administrative, technical, and physical safeguards to protect student data from unauthorized access, disclosure, or misuse. These safeguards include encryption, secure data centers, and employee training protocols.

5. Data Breach

In the event of a data breach, MindPlay Education, LLC will notify the District within 30 calendar days and provide all necessary information as required under SOPPA and the Illinois School Student Records Act (ISSRA).

6. Data Retention and Deletion

Upon written request by the District, or upon contract termination, MindPlay Education, LLC agrees to delete or return all student data within 60 days unless otherwise required by law.

7. Parental Rights

Parents, legal guardians, or eligible students may inspect and request corrections to their personal information collected by MindPlay Education, LLC through a written request submitted to the District.

8. Term and Termination

This DPA shall become effective on the date signed by both parties and shall remain in effect through the duration of services provided by MindPlay Education, LLC, unless terminated earlier by either party with written notice.

9. Signatures

Crete-Monee Unified School District 201U

By: _____

Title: _____

Signature: _____

Date: _____

MindPlay Education, LLC

By: Jeff Pendleton

Title: CEO

Signature: Jeff Pendleton

Date: 2025-04-08

CERTIFICATE *of* SIGNATURE

REF. NUMBER
XGN4F-QLMOY-9NUYN-JFDT6

DOCUMENT COMPLETED BY ALL PARTIES ON
08 APR 2025 18:28:03 UTC

SIGNER

JEFF PENDLETON

EMAIL
JEFF@MINDPLAY.COM

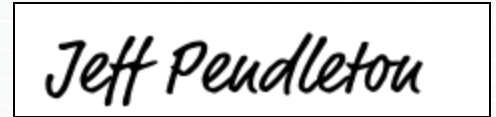
TIMESTAMP

SENT
08 APR 2025 18:19:10 UTC

VIEWED
08 APR 2025 18:27:14 UTC

SIGNED
08 APR 2025 18:28:03 UTC

SIGNATURE



IP ADDRESS
65.58.138.195

LOCATION
CHANDLER, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
08 APR 2025 18:27:14 UTC

