

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SOPPA AMENDMENT (Battelle for Kids)

This SOPPA Amendment ("**SOPPA Amendment**") is effective as of July 1, 2021 ("**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as "Chicago Public Schools" with offices located at 42 West Madison Street, Chicago, Illinois 60602 (referred to herein as the "**Board**" or "**CPS**") and Battelle for Kids, with offices located at 4525 Trueman Blvd., Hilliard, OH 43026 (referred to herein as "**Provider**" or "**Vendor**") and together with the Board referred to individually, as a "Party" and collectively, as the "Parties".

RECITALS

- A. The Board and Provider entered into a Software and Services Agreement ("**Original Agreement**") for a term beginning on February 1, 2016 (authorized by Board Report No. 16-0127-PR1); and
- B. The Original Agreement, along with any such renewal agreement(s), and together with any other amendments, shall be collectively referred to herein as the "**Existing Agreement**".
- C. Pursuant to the Existing Agreement, the Provider provides certain services to CPS that are subject to the Student Online Personal Protection Act (105 ILCS 85/1 et. Seq.) ("**SOPPA**") and the Board's Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3) (the "**Board's SOPPA Policy**"), as such may be amended from time to time. The parties now desire to further amend the Existing Agreement and Provider accepts and agrees to this SOPPA Amendment on the terms and conditions hereinafter set forth below. The Existing Agreement, as amended by this SOPPA Amendment, shall be collectively referred to herein as the "**Agreement**".

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.
- 2. Original Agreement is hereby amended to add the following:

Compliance with the Student Online Personal Protection Act ("SOPPA").

- A. The parties acknowledge that Student Data hereunder includes student information that is "**Covered Information**" and that Vendor qualifies and is acting hereunder as an "**Operator**". Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 et. seq.) ("**SOPPA**") and in the Board's Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time. Requests regarding Covered Information hereunder shall be made by and received from the Board's authorized SOPPA representative, at privacyoffice@cps.edu (the "**CPS SOPPA Representative**").
- B. Vendor, as an Operator, acknowledges that it is: (i) acting as a "school official" with a legitimate educational interest (as used in Family Educational Rights and Privacy Act (FERPA)); (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information as the term is defined in SOPPA; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order, unless otherwise

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permitted by SOPPA:

1. Security. 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.
2. Breach. If a “**Breach**”, as defined in SOPPA, is attributed to Vendor, its officials, agents employees and Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than twenty-four (24) hours after the determination that a Breach has occurred, Vendor must do the following:
 - i. Send notice to the CPS SOPPA Representative at privacyoffice@cps.edu within twenty-four (24) hours of such determination
 - ii. Such notice shall provide the following information:
 - a. any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise disseminate without the prior express written consent of the Board’s Chief Communications Officer or his/her designee;
 - b. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
 - c. the name, title, and contact information of the Vendor representative managing the Breach;
 - d. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
 - e. information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
 - f. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.
3. Data Deletion.
 - i. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below agents’ as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:
 - a. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - b. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
 - c. Upon receipt of a request to delete a student’s Covered Information from the CPS SOPPA Representative, as noted in the Board’s SOPPA Guidelines, Vendor shall delete the student’s Covered Information within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
 - d. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 - ii. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Agreement, at the end of each academic year within the Term,

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or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.

4. Publication.
 - i. Identify, through the attached Exhibit B, an explanation of the data elements of Covered Information that the Board will disclose pursuant to this Agreement and an explanation of how the Board uses, to whom or what entities it discloses, and for what purpose it discloses the Covered Information.
 - ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website, which shall thereby also publicly disclose Exhibit B, which includes material information about Vendor's collection, use, and disclosure of Covered Information.
 5. Covered Information Access Listing. Vendor shall provide, in the attached Exhibit B, to the Board a list of any subcontractors or third-party affiliates to which Covered Information may, has been, or will be disclosed. Vendor will also provide a link to Vendor's website clearly listing such information. Vendor must keep this list current at all times through the link identified in Exhibit B.
 6. Comply with SOPPA limitations on a student's Covered Information:
 - i. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.
 - ii. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.
 7. Compliance. Vendor shall comply with all requirements set forth in SOPPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches.
- C. Vendor Prohibitions. Vendors are prohibited from:
1. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Agreement, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.
 2. Vendor shall not collect Covered Information from district staff or outside of the permissions granted under this Agreement.
 3. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.

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4. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Agreement.
5. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Agreement.

D. Additional Obligations:

1. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, "Subprocessors" shall be defined as (sometimes referred to as the "**Subcontractor**") means a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
2. Limitations on Subcontractors. Vendor is prohibited from using a platform other than its own and herein approved to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an "Operator" itself.
3. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
 - a. Requests for Inspection and Review.
 - i. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - ii. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
 - iii. Upon receipt of a request to inspect and review the student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to privacyoffice@cps.edu within seven (7) calendar days of receiving such request.
 - iv. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
 - b. Request for Corrections of Factual Inaccuracies.
 - i. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.
 - ii. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information.
 - iii. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
 - iv. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.

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- v. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

3. The exhibit attached hereto is added to the Original Agreement as the new Exhibit B.

4. **Freedom of Information Act:** Provider acknowledges that this SOPPA Amendment and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Provider further acknowledges that this SOPPA Amendment shall be posted on the Board's internet website at www.cps.edu.

5. **Entire Agreement:** Except as expressly provided in this SOPPA Amendment, all terms and conditions of the Existing Agreement are and shall remain in full force and effect.

6. **Counterparts and Electronic Signature.** This SOPPA Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

DocuSigned by:
By: Miguel del Valle
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Miguel del Valle, President

DocuSigned by:
Attest: Estela Beltran
08FC32BB76214FE...
Estela Beltran, Secretary

Date: July 1, 2021

DocuSigned by:
By: Janice K. Jackson
CD1308C15BA8459...
Janice K. Jackson, Ed.D.
Chief Executive Officer

Date: June 30, 2021

Board Report No.: 16-0127-PR1, 17-1206-PR5, 19-0925-PR2-1

Approved as to Legal Form:

DocuSigned by:
By: Joseph T. Moriarty
571EC59C33144C5...
Joseph T. Moriarty
General Counsel

BATTELLE FOR KIDS

DocuSigned by:
By: Todd Hellman
3480565AB50C3460...

Name: Todd Hellman

Title: VP/CFO

Date: June 22, 2021