

# RENAISSANCE®

## State Specific Data Protection Addendum

To the extent Licensee is a Renaissance Learning, Inc. "Renaissance" customer with state-specific data protection legislation applicable to its school or district, then the Parties further agree to the following terms:

1. SOPPA. For a Licensee located in the state of Illinois and subject to Student Online Personal Protection Act (105 ILCS 85/) "SOPPA":

Pursuant to the federal Family Educational Rights and Privacy Act of 1974, the operator, Renaissance Learning, Inc., 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.

- a. A listing of the categories or types of covered information to be provided by Renaissance:  
Please see Data Element Collected by Product for a full list of types of information to be provided to Renaissance.
- b. A statement of the product or service being provided to the school by Renaissance:  
The purchased products are identified on the district Quote. Renaissance offers a suite of online education products (assessments, skills building, practice) that are designed to pinpoint mastery of early literacy, early numeracy, reading, and math skills for pre-K to grade 12 students. Additionally, Renaissance offers a dashboard analytics solution (Schoolzilla) available to educators and administrators.
- c. If a breach is attributed to Renaissance any costs and expenses incurred by the school in investigating and remediating the breach will be allocated between Renaissance and the school. 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 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.
- d. Renaissance will delete or transfer to the school all covered information if the information is no longer needed for the purposes of the written agreement in the time period specified in Renaissance's US Products Privacy Notice (see paragraph entitled: "Data Retention & Destruction") in which the information must be deleted or transferred once the Renaissance is made aware that the information is no longer needed for the purposes of the written agreement.
- e. If the school maintains a website, the school agrees to publish the Data Protection Agreement and SOPPA update on the school's website. If the school does not maintain a website, the school agrees to make the Data Protection Agreement available for inspection by the general public at its administrative office. If mutually agreed upon by the school and Renaissance, provisions of the Data Protection Agreement, other than those under subparagraphs (A), (B), and (C), of the SOPPA update may be redacted in the copy of the written agreement published on the school's website or made available at its administrative office.