

Data Privacy Addendum (Employee/Student Data) To Agreement for Investigation Services

The provisions of this Data Privacy Addendum are a part of the agreement ("Agreement") between the Board of Education of Center Cass School District 66 ("School District") and Lockdown Security LLC, an Illinois Limited Liability Company ("Company"). This Addendum supersedes the Agreement by adding to and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the term(s) of the Agreement that conflict(s) with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, "Student Data" means any and all data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content.

As used in this Addendum, "Employee Data" means any and all data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual employee or the employee's family, and other non-public information, including employee data and metadata.

As used in this Addendum, "School District Data" means any and all "Student Data" as defined by this Addendum and any and all "Employee Data" as defined by this Addendum.

2. Compliance with State and Federal Law

2.1. Student Data

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 et seq. & 23 IAC 375.

The Company acknowledges for the purposes of this Addendum that it will be designated as a "school official" with "legitimate educational interests" in the Student Data, as those terms have been defined under FERPA and ISSRA and their implementing regulations.

To the extent that the Company's collection, use or disclosure of personal information from students is governed by the Children's Online Privacy Protection Act ("COPPA"), the Company agrees that the Company's use of the Student Data will be solely for the benefit of the School District's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

With respect to the Company's collection, disclosure, or use of Student Data as governed by the Protection of Pupil Rights Amendment ("PPRA"), the Company agrees that such collection, disclosure, or use, and any use of any Student Data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions.

With respect to any "Covered Information" as defined by the Illinois Student Online Personal Protection Act, the Company agrees to comply with the terms of that Act and refrain from using the Covered Information in any way prohibited by the Act.

With respect to any "Personal Information" as defined by the Illinois Children's Privacy Protection and Parental Empowerment Act, the Company agrees to comply with the terms of that Act to the extent applicable.

2.2. Employee Data.

All data sharing, use, and storage will be performed in accordance with the requirements of any applicable state and federal law.

3. Company Obligations:

3.1. Uses and Disclosures as Provided in the Agreement.

The Company may use and disclose the School District Data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District Data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District Data are contractually bound to follow the provisions of the Agreement and this Addendum.

3.2. Nondisclosure Except as Provided in the Agreement.

The Company shall not use or further disclose the School District Data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District Data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.

3.3. Safeguards.

The Company agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States. The Company shall maintain complete and accurate records of these security measures and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to perform audits of the Company's storage of School District Data at the School District's expenses to ensure compliance with the terms of the Agreement and this Addendum.

3.4. Reasonable Methods.

The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law.

3.5. Privacy Policy.

The Company must maintain policies addressing its collection, use, and disclosure of covered information. Any changes the Company may implement with respect to its privacy policies shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes.

3.6. Data Return/Destruction.

Upon expiration of the term of the Agreement, upon the completion of investigations or for any reason, or upon the School District's request, the Company covenants and agrees that it promptly shall deliver to the School District and shall return to the School District all School District Data. If return of the data is not feasible or if School District agrees, then the Company shall destroy the data. School District Data must be destroyed in a secure manner. The Company agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the Agreement or within 30 days of the School District's request for destruction. The Company shall destroy School District Data in such a manner that it is permanently irretrievable in the normal course of business.

3.7. Minimum Necessary.

The Company attests that the data requested by the Company from the School District in order for the School District to access the Company's products or services represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum will have access to the School District Data in order to perform the work.

3.8. Authorizations.

When necessary, the Company agrees to secure individual authorizations to maintain or use the School District Data in any manner beyond the scope or after the termination of the Agreement.

3.9. Data Ownership.

The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District.

3.10. Misuse or Unauthorized Release.

The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District Data held by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

3.11. Data Breach.

In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District Data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after the Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District. The Company shall reimburse and indemnify the School District for any costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including reimbursement of fees paid by the School District related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the School District as a result of the security breach.

3.12. Access to Data.

Any School District data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

4. Prohibited Uses

4.1 The Company shall not sell School District Data; use or share School District Data for purposes of targeted advertising; or use School District Data to create a personal profile of a student or an employee other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, the Company may use School District Data, as and to the extent permitted by law, to: ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the

Company's website, online service, or application; or investigate a matter related to public safety. The Company shall notify the School District as soon as possible of any use described in this paragraph.

5. Miscellaneous

5.1. *No Indemnification or Limitation of Liability by School District.*

Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement that limits the Company's liability is deleted.

5.2. *Infringement.*

The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or services the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that the Company product or services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company products or services free of the restrictions caused by the infringement; or (iv) take back such Company products or services and refund to the School District the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.

5.3. *Taxes.*

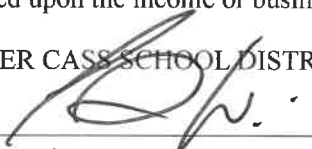
The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the company.

CENTER CASS SCHOOL DISTRICT 66

By:

Title:

Date:


Andrew S. Wiese
Superintendent
05.15.25

LOCKDOWN SECURITY LLC

By: Robert Petersen

Title: Executive Manager

Date: May 14, 2025

AGREEMENT FOR INVESTIGATION SERVICES

This Agreement is made and entered into on the date set forth below, by and between Center Cass School District 66 ("the School District") and Lockdown Security LLC, an Illinois Limited Liability Company (the "Contractor") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **SERVICES:** As requested by the School District, the Contractor will provide investigation services ("the Services") for the School District, as follows:
 - a. Residency investigations for individual matters referred to the Contractor by the School District, including (but not limited to) database searches, license plate searches, review of public records and court records, FOIA requests, property ownership searches, returned mail research, surveillance, photos and video, preparation of investigation reports, and testimony at hearings relating to residency disputes.
 - b. Homeless investigations for individual matters referred to the Contractor by the School District, including (but not limited to) database searches, license plate searches, review of public records and court records, FOIA requests, property ownership searches, returned mail research, surveillance, photos and video, preparation of investigation reports, and testimony at hearings relating to homeless disputes.

These Services will be provided only at the School District's request and as determined by the School District in its sole discretion. The School District is not obligated to purchase any Services, or any certain quota of Services.

2. TERM: This Agreement will be in effect beginning on the date on which it is fully executed, and ending on May 14, 2026. This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party.

3. COMPENSATION: For any Services requested by the School District and provided by the Contractor:

- a. The Contractor will charge Fifty-One Dollars (\$51.00) per hour for investigation activities, surveillance, attendance at meetings, and attendance at hearings. For any one matter, the Contractor's hours of Service will not exceed the following unless the Contractor receives prior written approval from the School District: 1.5 hours for a records-search investigation and 6.0 hours for surveillance. Surveillance will be billed at a minimum of 3.0 hours per day/case.
- b. The Contractor will charge Zero Dollars (\$0.00) per hour for preparation of reports. The Contractor will issue an invoice for any Services requested by the School District and provided by the Contractor. Payment shall be made by the School District after receipt of the invoice and following approval by the Board, in accordance with the Local Government Prompt Payment Act (50 ILCS 505).
- c. The Contractor will charge Three Thousand Dollars (\$3,000.00) to complete a cursory background search of each student within the School District at the School District's request.

The Contractor's rates for Services include (and the Contractor shall not charge additional amounts for) all of the Contractor's expenses including (but not limited to) travel time, mileage, parking, records search fees, FOIA request fees, database subscription fees, preparation of reports, and other administrative costs.

4. INDEPENDENT CONTRACTOR: The Contractor and the School District acknowledge and agree that they are contractors independent of one another, and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship. The Contractor will be responsible for determining and directing the manner in which it provides the services identified herein and, consistent with the provisions hereof, for selecting, employing and controlling the employees, agents or representatives who perform the services on its behalf.

The Contractor shall have the sole responsibility for compliance with all federal, State and local tax withholding, workers' compensation, Social Security, and other deductions and withholdings as may be required by law with respect to all of Contractor's personnel providing services under this Agreement. The Contractor also shall have the sole responsibility for any compensation, health benefits, reimbursement of expenses, employer liability, retirement benefits, disability benefits and other benefits of any kind due to the Contractor's personnel providing services under this Agreement. The Contractor's personnel shall not be entitled to any of the rights and privileges established for the employees of the School District, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, or participation in retirement programs provided by the State of Illinois or the School District.

5. DATA PRIVACY: The Contractor agrees to the terms and conditions set forth in the Data Privacy Addendum attached to this Agreement and incorporated herein by reference.

6. COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, regulations, rules and ordinances promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body in effect during the performance of the services identified herein.

7. CERTIFICATIONS: The Contractor hereby certifies as follows:

- a. In performing the services, the Contractor shall not engage in any investigation activities that violate any applicable law, rule, regulation, ordinance, or other legal authority.
- b. To the extent that the Contractor uses any sources such as electronic records services, databases, and/or information aggregation services (whether said sources are developed by the Contractor or provided through a third party), the Contractor warrants that the Contractor has the authority to access said sources, obtain information from said sources, and provide information to the School District from such sources.

8. LICENSURE: During the term of this Agreement and at all times when providing the services hereunder, the Contractor shall maintain licensure required by the State of Illinois, including (but not limited to) IDFPR licensure as a private detective and private detective agency. At all times when providing the services hereunder, the Contractor shall conform to applicable standards of practice and codes of ethics set forth by relevant professional associations.

9. INSURANCE:

- a. During the term of this Agreement and at all times during which the Contractor provides services to the School District, the Contractor will maintain Commercial General Liability, Workers' Compensation, Comprehensive Auto Liability, Cyber Liability, Professional Liability and Umbrella Liability insurance to protect the Contractor, the Contractor's employees and subcontractors, and the School District. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best.
- b. Minimum Coverages:

Commercial General Liability: (including sexual abuse and molestation) \$1,000,000 per occurrence \$2,000,000 aggregate

Workers' Compensation: Employers Liability: Statutory

Comprehensive Auto Liability: (owned, hired and non-owned autos) Not less than \$500,000 \$1,000,000 combined single limit

Cyber Liability Insurance: \$1,000,000 per occurrence/claim \$1,000,000 aggregate

Professional Liability: (Errors and Omissions) \$1,000,000 per occurrence/claim \$1,000,000 aggregate

Umbrella for all insurance risks: \$5,000,000 per occurrence/aggregate

c. Insurance certificate(s) in the required amounts must be provided to the School District when the Contractor signs this Agreement.

d. The general liability, automobile liability, and umbrella liability policies must name the School District as an additional insured. Umbrella policy must provide follow form coverage to underlying General Liability and Automobile Liability Policies. The following language is required: "It is understood and agreed that Center Cass School District and its Board of Education, Board members, employees, and volunteers are added as additional insureds via endorsement equivalent to CG2010 relating to providing investigation services. This coverage shall be provided on a primary noncontributory basis without regard for other insurance the School District may carry."

e. All Contractor insurance must be written by a company legally authorized to write such insurance in the State of Illinois. The terms of coverage must require that written notice of cancellation be given to the School District thirty (30) days prior to cancellation, with ten (10) days' notice for non-payment. Above coverages shall be from a company authorized to do business in Illinois and with at least an "A VII" rating from A.M. Best Company.

f. Waiver of Subrogation: The Contractor hereby grants to the School District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the School District by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the School District has received a waiver of subrogation endorsement from the insurer.

g. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the School District. The School District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the School District.

h. If the Professional Liability policy is "claims made," the following applies:

i. The Retroactive Date must be shown, and must be before the date of this Agreement and the date on which the Contractor begins providing services to the School District.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the Contractor ceases providing services to the School District.

iii. If coverage is canceled or non-renewed, and not replaced with another

“claims made” policy form with a Retroactive Date prior to the effective date of this Agreement, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after the Contractor ceases providing services to the School District.

i. Cyber Liability Insurance coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, coverage for claims involving infringement of intellectual property (including but not limited to infringement of copyright, trademark, and trade dress), invasion of privacy, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations. j. If subcontracting work to others: The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, and the Contractor shall ensure that the School District and its Board of Education, Board members, employees, and volunteers are additional insureds on insurance required from subcontractors.

10. INDEMNIFICATION:

To the extent permitted by law, the Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the School District and its Board of Education, Board members (in their individual and official capacities), employees, and agents, from and against any and all claims, actions, suits, judgments, costs, losses, demands, damages, costs, expenses, and liabilities of whatever kind or nature, including reasonable legal fees incurred by the School District, arising out of or by reason of, based upon, or relating to any of the following:

a. Any infringement (actual or claimed) of any patent, copyright, trademark, trade secret, or other proprietary right of a third party by reason of any work performed or to be performed by the Contractor under this Agreement or by reason of anything to be supplied by the Contractor pursuant to this Agreement.

b. Bodily injury, including death, to any person or persons (including the Contractor’s employees and agents) or damage to or destruction of any property, including the loss of use thereof:

i. Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder; or

ii. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this Agreement.

c. Breach of this Agreement or any other noncompliance with this Agreement by the Contractor or its employees or agents.

d. The Contractor’s performance of services pursuant to this Agreement and/or any other acts or omissions of the Contractor or its employees or agents.

11. CONTINUING OBLIGATIONS:

All representations and warranties made by each Party in this Agreement, and all covenants and obligations of each Party which are to be performed after the termination of this Agreement, shall survive the termination of this Agreement.

12. NONDISCRIMINATION:

The Contractor agrees not to discriminate in the performance of this Agreement against any individual on the basis of age, sex, ancestry, race, color, religious belief, national origin, marital status, disability, military status, sexual orientation or preference, unfavorable discharge from military service or any other classification protected by federal, State or local law.

13. SEVERABILITY:

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions will not be affected, and the illegal, unenforceable or invalid part, term or provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.

14. NOTICE:

Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent via certified mail with return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to the District:

Center Cass School District 66 c/o Andrew Wise- Superintendent, 699 Plainfield Rd, Downers Grove, IL 60516

If to the Contractor:

Lockdown Security LLC c/o Robert Petersen, 9624 S. Cicero Avenue, #292 Oak Lawn, Illinois 60453

Either party may change such addresses from time to time by providing notice as set forth above.

15. MISCELLANEOUS:

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state.

b. This Agreement and the attached Data Privacy Addendum constitute the entire agreement between the Parties and supersede any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

c. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party.

d. The Contractor may not assign this Agreement without prior written consent of the School District.

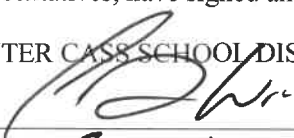
e. The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, successors, and permitted assigns of the Parties.

f. The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

g. No change or modification to this Agreement shall be valid unless it is in writing and signed by both Parties.

IN WITNESS WHEREOF, the School District and the Contractor, by their duly authorized representatives, have signed and executed this Agreement on the date indicated below.

CENTER CASS SCHOOL DISTRICT 66


By: *Superintendent*
Title: *Andrew S. Wise*
Date: *05.15.25*

LOCKDOWN SECURITY LLC

By: Robert Petersen
Title: Executive Manager
Date: May 14, 2025