

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and

Newman-Crows Landing USD

("Originating LEA") which is dated Sep 1, 2022, 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 statutes; (2) a material change in the services and products listed in the originating Service Agreement; or 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 email address:

ccgicontracts@californiacolleges.org.

**PROVIDER:** Foundation for California Colleges on behalf of the California College Guidance Initiative

BY: Tessa De Roy Date: 09-09-2022

Printed Name: Tessa De Roy Title/Position: President

**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 the Newman-Crows Landing USD

and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** OAK GROVE SCHOOL DISTRICT

BY: Najeeb Qasimi Date: 09/19/2022

Printed Name: NAJEEB QASIMI Title/Position: DIRECTOR OF IT

SCHOOL DISTRICT NAME: OAK GROVE SCHOOL DISTRICT

DESIGNATED REPRESENTATIVE OF LEA:

Name: NAJEEB QASIMI

Title: DIRECTOR OF IT

Address: 6578 - SANTA TERESA BLVD., SAN JOSE, CA 95119

Telephone Number: (408) 227-8300

Email: NQASIMI@OGSD.NET

## EXHIBIT “G”

### Supplemental SDPC State Terms for California

#### Version 1.0

This Amendment for SDPC State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

Newman-Crows Landing USD, located at 1223 Main Street Newman California 95360  
(the “**Local Education Agency**” or “**LEA**”) and  
Foundation for California Colleges on behalf of  
the California College Guidance Initiative, located at 1102 Q Street, Suite 4800, Sacramento, California 95360  
(the “**Provider**”).

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**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 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act (“**SOPIPA**”) at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 (“**AB 1584**”) at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

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

**NOW, THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA**. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations); ~~or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

**[SIGNATURES BELOW]**

**IN WITNESS WHEREOF**, LEA and Provider execute this Amendment as of the Effective Date.

**LEA:** Newman-Crows Landing USD

By: *Kim Bettencourt* Date: 09-09-2022

Printed Name: Kim Bettencourt Title/Position: Director of Curriculum & Instruction


**Provider:** Foundation for California Colleges on behalf of the California College Guidance Initiative

By: *Tessa De Roy* Date: 09-09-2022

Printed Name: Tessa De Roy Title/Position: President

# Signature Certificate

Reference number: BGBAI-IP4TA-J47GG-M5K5U

Signer	Timestamp	Signature
<b>Tessa De Roy</b> Email: tderoy@californiacolleges.edu Sent: 01 Sep 2022 18:33:58 UTC Viewed: 09 Sep 2022 16:54:58 UTC Signed: 09 Sep 2022 16:56:34 UTC		
<b>Recipient Verification:</b> ✓Email verified	09 Sep 2022 16:54:58 UTC	IP address: 76.93.39.101 Location: Los Angeles, United States

<b>Kim Bettencourt</b> Email: kbettencourt@nclugd.k12.ca.us Sent: 01 Sep 2022 18:33:58 UTC Viewed: 10 Sep 2022 03:30:26 UTC Signed: 10 Sep 2022 03:31:40 UTC		
<b>Recipient Verification:</b> ✓Email verified	10 Sep 2022 03:30:26 UTC	IP address: 172.3.236.35 Location: Gustine, United States

Document completed by all parties on:  
10 Sep 2022 03:31:40 UTC

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