

EXHIBIT "H" – Additional Terms or Modifications
Version National Student Clearinghouse

LEA and Provider agree to the following additional terms and modifications:

ARTICLE IV: DUTIES OF PROVIDER

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
- (1) assisting the LEA or other governmental agencies in conducting research and other studies; and
 - (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and
 - (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless ~~(a)~~ that party agrees in writing not to attempt re-identification, ~~and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.~~ Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

ARTICLE V: DATA PROVISIONS

2. **Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's ~~facilities,~~ staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

Jefferson Union High School District

("Originating LEA") which is dated Sep 2, 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:

privacy@studentclearinghouse.org.

PROVIDER: National Student Clearinghouse

BY: Ricardo D. Torres Date: 09-07-2022

Printed Name: Ricardo D. Torres Title/Position: President & CEO

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 **Jefferson Union High School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: San Bernardino County Superintendent of Schools

BY: Kevin Garcia Date: 10-05-2022

Printed Name: Kevin Garcia Title/Position: Program Manager, Procurement

SCHOOL DISTRICT NAME: San Bernardino County Superintendent and Warehouse Services

DESIGNATED REPRESENTATIVE OF LEA: of Schools

Name: Kevin Garcia

Title: Program Manager, Procurement and Warehouse Services

Address: 601 N E ST San Bernardino California 92415

Telephone Number: 909-386-9517

Email: kevin.garcia@sbcss.net