GENERAL OFFER OF PRIVACY TERMS

1. **Offer of Terms**

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

Clovis Unified School District

("Originating LEA") which is dated Feb 11, 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 statues; (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:

Rodney.Casida@k2share.com
_____.

PROVIDER: CareerSafe, LLC_____

BY: _____ *Rodney Casida* _____Date: _____02-11-2022_____

Printed Name: ____Rodney Casida_____Title/Position: ____CFO_____

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   Clovis Unified 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: Modesto City Schools_____

BY:

_____ *Matthew Ketchum* _____Date:_____02-15-2022_____

Printed Name: ___Matthew Ketchum_____ Title/Position: ___Director of Educational Technology

SCHOOL DISTRICT NAME: Modesto City Schools_____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____Matthew Ketchum_____

Title: _____Director of Educational Technology_____

Address: _____426 Locust STModestoCalifornia95351_____

Telephone Number: _____(209) 574-1500_____

Email: _____ketchum.m@monet.k12.ca.us_____

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EXHIBIT "H" – Additional Terms or Modifications

Version ____Career Safe_____

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

Article IV DUTIES OF PROVIDER

Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

Provider does not share or sell student information. The only time information is shared is through our Occupational Safety and Health Administration (OSHA) agreement as an OSHA-authorized online outreach training provider.

Provider shall maintain student records solely for the purpose of meeting regulations of OSHA as relates to documentation of credential requirements. During the five-year mandated data maintenance period, Provider agrees to maintain security of students' personally identifiable information in accordance with this agreement. Upon the expiration of OSHA mandated five-year data maintenance period, Provider agrees to erase, destroy, and render unreadable, all data in its entirety in the manner that prevents its physical reconstruction through the use of commonly available file restoration utilities.