

## ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT


IN CONSIDERATION of the mutual agreement by TestOut Corporation  
 (“Provider”) and Rocklin Unified School District (“LEA”) in  
 the Addendum, Provider and LEA agree to the following changes to the California  
 Student Data Privacy Agreement (“DPA”), as follows:


### **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:
  - a. Passwords and Employee Access. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. ~~All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.~~

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Provider **TestOut Corporation**  
By  Date **04/27/2020**  
Printed Name **Jon Holland** Position/Title **CISO**

Local Education Agency **Rocklin Unified School District**  
By  Date **May 10, 2020**  
Printed Name **Ryan Johnson** Position/Title **Chief Technology Officer**

**EXHIBIT "E"**

GENERAL OFFER OF PRIVACY TERMS

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and **Rocklin Unified School** and which is dated **April 27, 2020** to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: **TestOut Corporation**

BY:   
Printed Name: Jon Holland

Date: 04/27/2020  
Title/Position: CISO

**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.

Subscribing LEA: **Simi Valley Unified School District**

BY: Jason Messinger  
Printed Name: JasonMessinger

Date: 04-27-2022  
Title/Position: Coordinator of Educational Technology

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: Email: jholland@testout.com

Title: CISO

Email Address: jholland@testout.com