EXHIBIT "E"
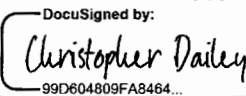
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms   Irvine Unified School

Provider offers the same privacy protections found in this DPA between it and District
and which is dated 5/8/20   to any other LEA ("Subscribing LEA") who accepts this
General Offer though 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: NoRedInk

BY: _Christopher Dailey_   Date: _5/8/2020_

Printed Name: Christopher A Dailey   Title/Position: Director of Business Oper

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: Sacramento City Unified School District

BY: _Bob Lyons_   Date: _11-22-2021_

Printed Name: BobLyons   Title/Position: Chief Information Officer

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

Name: Chris Dailey

Title: Director of Business Ops

Email Address: chris@noredink.com

20

ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

IN CONSIDERATION of the mutual agreement by NoRedInk

("Provider") and Irvine 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 II: DATA OWNERSHIP AND AUTHORIZED ACCESS

5. Subprocessors. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA; provided, however, that LEA acknowledges that Provider cannot impose specific tems on its independent infrastructure providers, but Provider will be responsible for the actions or omissions of such infrastructure providers, and will only utilize infrastructure providers which maintain data protection and security policies consistent with those described in Exhibit "F".

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:

    g. Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V; provided, however, that LEA acknowledges that Provider cannot impose specific tems on its independent infrastructure providers, but Provider will be responsible for the actions or omissions of such infrastructure providers, and will only utilize infrastructure providers which maintain data protection and security policies consistent with those described in Exhibit "F". Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

[Continued to next page]

ARTICLE VII: MISCELLANEOUS

9. Authority. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein. Provider further represents that it will be responsible for the compliance with this Agreement by all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

EXHIBIT C- DEFINITIONS

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, means student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, all to the extent identifiable to an individual, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

[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 NoRedInk

By *Christopher Dailey*
    99D604809FA8464...
Printed Name Christopher A Dailey

Date 5/8/2020

Position/Title
Director of Business Operations

Local Education Agency: Irvine Unified School District

By *[signature]*

Printed Name John Fogarty

IUSD Board Approved July 14, 2020

Date July 15, 2020

Position/Title Asst Supt Business Services