

**Montana Data Privacy Agreement** For use with vendors providing student record management services and online applications utilized to deliver services to students.

*This is a sample agreement to assist Montana public school districts in complying with the Montana Pupil Online Personal Information Protection Act. The sample agreement, if executed, will constitute a legally binding contract between the district and the vendor. As with any legal contract, school districts should consult with legal counsel prior to execution to ensure the provisions of the draft agreement reflect the terms the district has agreed upon with the contract and that the specific sections of the agreement protect the school district's interests. If the vendor or the school district have requested changes to this sample agreement, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at 406 442-2180*

**I. PARTIES:**

The parties to this Agreement are the Columbus School District (hereinafter "District") and Gimkit (hereinafter "Contractor" or "Contractor").

**II. PURPOSE:**

District retains Contractor to provide the following services on behalf of the District: Provide technology services, including cloud-based services, for the digital storage, management, and retrieval of pupil records; provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the provisions of this contract. Contractor shall be free from control and direction over the performance of the services, both under this Agreement and in fact. Except as limited herein, Contractor shall have and exercise full professional discretion as to the details of performance.

**III. TERM OF AGREEMENT, NO GUARANTEE OF WORK, NON-**

**EXCLUSIVITY:** This Agreement shall begin on the date of signature and shall run for 5 years and shall expire on August 10, 2025, unless terminated earlier by mutual agreement of the parties. This Agreement shall not be construed as any guarantee of work or assignments to Contractor. Contractor shall be contacted on an "as-needed" basis by District, with no obligation by District to use Contractor for any specified number of projects. Contractor shall have no expectation of renewal of this Agreement and shall not be entitled to continue to contract with or perform services for the District beyond the expiration of this Agreement. This Agreement is non-exclusive, meaning that both Contractor and District may contract with any other party for the procurement or provision of investigative services without interference.

The Subscribing LEA and the Provider Gimkit shall therefore be bound by the same terms of this DPA

By: Elisabeth Stone

Printed Name: Elisabeth Stone

Date: 2023-06-28

Title/Position: Technology Secretary

SCHOOL DISTRICT NAME: Billings Public Schools

**DESIGNATED REPRESENTATIVE OF LEA**

Name: Brandon Newpher

Title: CIO&#x2F;Executive Director of Technology

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COUNTY OF LEA: Yellowstone