

**OPTIONAL EXHIBIT "A" GENERAL
OFFER OF PRIVACY TERMS**

1. Offer of Terms Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. 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 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Provider's Name: Cengage

BY: Beverly M. Jones Date: April 24, 2020

Printed Name:

Beverly M. Jones

Title/Position:

Supervisor, Textbook Services & Adoptions

2. Subscribing LEA (Local Education Agency)

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's individual information is contained on the next page.

of the State of Montana, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Montana. By entering into this Agreement, the School District does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law. In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party. The parties acknowledge that, as a public entity in the State of Montana, the School District and entities contracting with the School District must comply with the open records laws of the State.

I have read this Agreement, understand its terms, and agree to be bound thereby. DATED this 24th day of April, 2020.

Year

Date: _____

Beverly M. Jones, Contractor

Title/Position: Supervisor, Textbook Services & Adoptions


Company Name: Cengage

Company Address: 5191 Natorp Blvd.


Mason, OH 45040

Company Phone Number: 800.54.0487

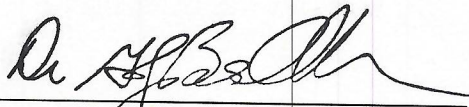
Company Website: ngl.cengage.com


Robert Wagner, Board Chair Miles City, School District
Date: 4-24-20

ATTEST:


Lenore Pfaff Bruce, District Clerk Miles City, School District
Date: 4-24-20

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

BY: 

Date: 12/16/2021

Printed Name: GRETTA BESCH MOEN

Title/Position: BOARD CHAIR

SCHOOL DISTRICT NAME: BILLINGS PUBLIC SCHOOLS

DESIGNATED REPRESENTATIVE OF LEA:

CRAIG VANNICE

Name 

Title DISTRICT CLERK

Address 415 N. 30TH STREET
BILLINGS MT 59101

Telephone Number 406-281-5000

Email VANNICEC@BILLINGSSCHOOLS.ORG

COUNTY OF LEA:

YELLOWSTONE

