

## Montana Data Privacy Agreement

For use with vendors providing student record management services and online applications utilized to deliver services to students.

### I. PARTIES:

The parties to this Agreement are the Lolo School District (hereinafter "District") and Clever Inc. (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 allows District to authorize a third-party provider of digital educational software (each a "Developer") to access, store, and use pupil records in accordance with the provisions of a separate contract between District and each Developer. Contractor is not affiliated with or responsible for Developers. 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 June 30, 2027, 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 services without interference.

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

By: Heather Nelson

Printed Name: Heather Nelson

Date: 2024-04-11

Title/Position: IT Employee

SCHOOL DISTRICT NAME: Miles City Elem

**DESIGNATED REPRESENTATIVE OF LEA**

Name: Heather Nelson

Title: IT Employee

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COUNTY OF LEA: Custer