

submit a dispute to arbitration but the default dispute resolution shall be litigation. Contractor stipulates that the School District is a political subdivision 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 __ day of _____, _____.

Year



Date: _____

_____, Contractor

Title/Position: _____

Company Name: _____

Company Address: _____

Company Phone Number: _____

Company Website: _____

_____ Date: _____

_____, Board Chair _____ School District

ATTEST:


_____ Date: _____

_____, District Clerk _____ School District

**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 provide 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 statues; (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: _____

BY:  _____ Date: _____

Printed Name:

Title/Position:

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.

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I have read this Agreement, understand its terms, and agree to be bound thereby. DATED this 30th day of March, 2021.



Year

Date: 03/30/2021

Jeffrey S. Janover, Contractor

Title/Position: VP of Security and Interoperability

Company Name: ClassLink, Inc.

Company Address: 45 E. Madison Ave, STE 7

Clifton, NJ 07011

Company Phone Number: (888) 963-7550

Company Website: www.classlink.com



Date: 04/06/2021

Ann Boston, Board Chair Butte School District

ATTEST:



Date: 04/06/2021

Kevin Patrick, District Clerk Butte School District

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name _____

Title _____

Address _____

Telephone Number _____

Email _____

COUNTY OF LEA:
