

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 10 day of June, 2022.

Year

Jonathan Bay Date: 06/10/2022

Jonathan Bay, Contractor

Title/Position: Revenue Operations Manager

Company Name: Formative

Company Address: 1158 26th Street #161
Santa Monica, CA 90403

Company Phone Number: 833-463-6761

Company Website: www.formative.com

Scott McCulloch Date: 9/2/2022

_____, Board Chair Billings Public School District

ATTEST: Liz U. Rose Date: 9/2/2022

_____, District Clerk Billings Public 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: Formative

BY: *Jonathan Bay* Date: 06/10/2022

Printed Name:

Jonathan Bay

Title/Position:

Revenue Operations Manager

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.

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

BY: Joseph V. Morse II
Date: 6/25/24

Printed Name: Joseph V. Morse II

Title/Position: School Board Chair

SCHOOL DISTRICT NAME: Columbus Public Schools

DESIGNATED REPRESENTATIVE OF LEA:

Name Joseph V. Morse II

Title School Board Chair

Address 433 North Third Street Columbus, MT 59019

Telephone Number 406-322-5373

Email morsefaminmt@gmail.com

COUNTY OF LEA:

Stillwater

