

**SERVICE AGREEMENT BETWEEN
CALIFORNIA IT IN EDUCATION
AND**

This Service Agreement (“Agreement”) is by and between California IT in Education, a California non-profit corporation located at 1540 River Park Drive, Suite 112a, Sacramento, CA 95815 (“CITE”), and _____, a [Local Education Agency] existing and operating under the laws of the state of California (“Customer”). CITE and Customer are collectively referred to as “the Parties.”

RECITALS

WHEREAS, CITE oversees a statewide registry of executed California Student Data Privacy Agreements (“Student DPAs”).

WHEREAS, CITE provides services to California Local Education Agencies (“LEAs”), including but not limited to, managing Student DPAs contracts on behalf of LEAs;

WHEREAS, Customer understands that CITE supports multiple LEAs throughout the State of California through the provision of various services and supports;

WHEREAS, CITE has initiated a program pursuant to which CITE will provide certain services to LEAs throughout the State of California in exchange for payment for such services, which services may include management of Student DPAs contracts on a central database, notification to LEAs of upcoming contract renewal and expiration timelines, negotiation of revisions to Student DPA contracts with third-party vendors, reporting of updates regarding executed Student DPA contracts, and assistance with creation of LEA user accounts for contract database management; and

WHEREAS, Customer desires to purchase certain Privacy service offerings from CITE in exchange for payment of agreed-upon fees for the provision of such services.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. SCOPE OF SERVICES.

- a. Scope of Services. CITE shall deliver the services specified in the Privacy Services Sign Up form based on the LEAs Average Daily Attendance (ADA) count and the term selected by Customer (the “Services”).

- i. Services for CITE Members and Non-Members. The Privacy Services Price List sets forth pricing for entities that are pre-existing members of CITE, as well as for entities that do not have existing CITE memberships. Nothing in this Agreement shall prohibit entities that do not have existing CITE memberships to pay CITE membership fees to become CITE members and avail themselves of CITE Member pricing for Privacy Services.
 - b. Process for Selection of Services. Customer shall select the specific Services it desires by: (1) signing up for an account using the Privacy Services Portal Sign Up Request (“Request”) informing CITE of its service selection through the following web page: <https://citeprivacy.org>
 - c. CITE Dedicated Technician. CITE shall appoint a dedicated technician to manage the relationship established by this Agreement (“CITE Dedicated Technician”) who will: (i) coordinate and monitor CITE’s obligations under this Agreement, and (ii) serve as the primary liaison with the Customer.
 - d. Legal Services. In order to perform its obligations hereunder, CITE may engage legal services in addition to or in support of the Services to be provided to Customer pursuant to this Agreement. CITE may retain qualified outside counsel to perform such services. Should CITE determine, in its sole discretion, that such legal services are necessary for the provision of Services hereunder.
 - e. Agency Relationship. By entering into this Agreement, Customer authorizes CITE to negotiate, discuss, and in any other way communicate with parties with whom Customer has entered into service agreements for the purposes of: (1) maintaining Customer’s contracts and, (2) to the extent applicable, negotiating revisions to a Student DPA to be executed by Customer and third-party service provider(s). Pursuant to Section 1(d) (Legal Services) herein, CITE may engage legal services for purposes of providing such Services.
 - f. Services Outside Scope. Any custom services provided outside the scope set forth in this Agreement will require a written addendum that is signed by both Parties, subject to CITE’s requirements, including, without limitation, any billing and technical requirements.
2. **EFFECTIVE DATE.** This Agreement shall become effective upon: (1) full execution by the Parties and, (2) Customer’s pre-payment of all applicable fees for the Services selected by Customer, including any applicable start-up fees.

3. **TERM.** This Agreement shall be effective from the Effective Date through (“Term”). Should Customer desire to renew this Agreement for a successive renewal term (“Renewal Term”), Customer is responsible for providing notice of such desire to CITE sixty (60) days prior to the end of the Term. The terms and conditions of any such renewal shall be memorialized in a separate written agreement that must be approved and executed by the Parties.

4. **CUSTOMER’S DUTIES.**

- a. **Technical Data and Information.** Customer shall provide CITE with all technical data and all other information CITE may reasonably request from time to time to allow CITE to provide the Services to Customer. Customer shall be responsible for notifying CITE of any information or developments which may have an impact on CITE’s ability to provide the Services hereunder. All information Customer provides to CITE will be complete, accurate, and provided in good faith.
- b. **Customer’s Dedicated Technician.** Customer will designate a technician to manage the relationship established by this Agreement (“Customer Dedicated Technician”) who will:
 - 1. Coordinate and monitor Customer’s obligations under this Agreement, and serve as the primary liaison with the Customer; and
 - 11. Provide communication, information, and/or documentation on events that may impact the provision of Service by CITE hereunder.

5. **E-MAIL COMMUNICATIONS AND CLOUD-BASED COMPUTING.** In order to provide Customer with the agreed-upon Services in an efficient and convenient manner, CITE will frequently communicate with Customer and transmit documents to Customer through e-mail and other electronic means. CITE will also use a cloud computing service with servers located in a third-party facility for the management of electronic data, including e-mails and documents. Such storage practices are consistent with CITE’s regular business practices. CITE will take reasonable precautions to ensure the confidentiality and security of e-mail communications, documents, and data shared by Customer with CITE for CITE’s provision of the Services to Customer hereunder, however, there may, nevertheless, be risks associated with communicating and storing electronic data in this manner, including risks related to the confidentiality and security of such communications and data. By entering into this Agreement, Customer acknowledges and understands the potential for such risks, and consents to the use of such e-mail and cloud computing services with respect to communications between CITE and Customer’s representatives and agents, and with respect to the storage of e-mail communications, documents, and data that Customer may share with CITE pursuant to this Agreement.

6. **FEES AND PAYMENTS.**

- a. General. The pricing for the Services to be provided hereunder is set forth in Exhibit A. All prices are quoted in U.S. dollars and all payments made by Customer shall be in U.S. dollars.
- b. Billing and Payment Dates. Customer shall be responsible for remitting payment for Services selected by Customer, including the associated one-time Startup Fee, as applicable, to CITE upon execution of this Agreement. Once Customer follows the process specified in Section 1(b) (Process for Selection of Services) herein, CITE shall generate and notify Customer of an electronic invoice and Service Agreement for Customer's review. As set forth in Section 2 herein, this Agreement shall become effective upon: (1) full execution of a Service Agreement between Customer and CITE and (2) Customer's payment of the full amount due for the Services Customer has selected, including, as applicable, the one-time Startup Fee. Following the Effective Date, due to the nature of the Services to be provided by CITE, which require CITE to provide the majority of the Services immediately following receipt of payment and to provide maintenance and support services thereafter, once Customer remits payment to CITE, all such payments shall be retained by CITE in the event that this Agreement is terminated pursuant to Section 7 (Termination) herein.
7. **TERMINATION.** This Agreement may be terminated by CITE for any reason upon providing Customer with thirty (30) days' written notice prior to the effective date of termination. CITE shall make its best efforts to provide the Services as agreed hereunder and to only resort to termination of this Agreement pursuant to this Section 7 if, under the circumstances, CITE determines, in its sole discretion, that it is unable to provide the Services due to reasons outside of its control, such as a failure by Customer to provide information required for CITE to perform its obligations hereunder.
8. **LIMITATION OF LIABILITY.**
- a. IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT HOWEVER CAUSED, OR ON ANY THEORY OF LIABILITY.

- b. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE, WITH RESPECT TO THE PROVISION OF THE SERVICES, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR SERVICES PURSUANT TO THE APPLICABLE TICKET DEFINING THE SCOPE OF WORK HEREUNDER.
 - c. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE CONSTRUED: (i) TO LIMIT CUSTOMER'S OBLIGATION TO PAY ANY FEES AND EXPENSES INCURRED PURSUANT TO THIS AGREEMENT, OR ANY ADDENDUM; OR (ii) AS AN EXPRESS OR IMPLIED WAIVER BY A PUBLICLY FUNDED STATE INSTITUTION OF ITS GOVERNMENTAL IMMUNITY OR AS AN EXPRESS OR IMPLIED ACCEPTANCE BY THE INSTITUTION OF LIABILITIES ARISING AS A RESULT OF ACTIONS WHICH LIE IN TORT OR COULD LIE IN TORT IN EXCESS OF THE LIABILITIES ALLOWED UNDER APPLICABLE STATE LAW.
9. **NO WARRANTY.** While CITE Privacy Services includes Redline Negotiations, CITE makes no guarantees that Redline Negotiation Services will result in a final, fully executed, Vendor-Specific Student DPA. CITE disclaims, to the fullest extent authorized by law, any and all warranties, whether express or implied, related to the provision of such Redline Negotiation Services.
10. **INDEMNIFICATION.** Each Party agrees to indemnify the other against actions, claims, damages, and losses, including attorneys' fees, that may arise out of or in any way result from the Party's own negligent or intentional acts, errors, or omissions.
11. **DISPUTE RESOLUTION.** In the event that any dispute, controversy, or claim should arise out of or relate to this Agreement, the Parties agree to use their best efforts to resolve such dispute(s) promptly and amicably through direct negotiation. To the extent that any such dispute cannot be settled through negotiation, the Parties agree to participate in mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. The cost of mediation shall be shared equally between the Parties.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflicts of law principles thereof. In the event of litigation arising out of a dispute under this Agreement, proper jurisdiction and venue shall be the courts in and for Sacramento

County or the Eastern District of California. The prevailing party shall be entitled to reasonable attorneys' fees and costs at trial and on appeal.

13. **ASSIGNMENT.** No part of this Agreement may be assigned by either Party without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void.
14. **ENTIRE AGREEMENT.** This writing contains the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes any prior oral or written agreements or communications between the Parties regarding such subject matter.
15. **SEVERABILITY.** Should any provision or part of this Agreement be held invalid, the invalidity shall not affect any other provision or part of this Agreement which can be given effect without the invalid provision or part, and to this end, the provisions of this Agreement are declared to be severable.
16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.
17. **MODIFICATION OF AGREEMENT.** This Agreement may be modified only by a written instrument executed by the Parties

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the last day noted below.

California IT in Education (CITE)

(Customer)

NOT FOR EXECUTION

NOT FOR EXECUTION

Andrea Bennett, Executive Director

DATE: NOT FOR EXECUTION

DATE: NOT FOR EXECUTION

EXHIBIT “A”

PRIVACY SERVICES PRICE LIST

Privacy Services Pricing Information



Overview

Privacy Services is CITE's full-service Student Data Privacy Agreement (DPA) Program. CITE will handle all Student DPA contracts & negotiations for you! CITE offers a 1-year contract option, as well as a discounted 3-year contract with the option of annual payments. A start-up fee is required for both options.

Start Up Fee

This is a one-time fee for the start up of services, which includes:

- Creation of Local Education Agency (LEA) Account
- Creation of users (up to 5)
- Set up workflow process
- Share resource tool links
- Agreement management sheet
- 2 hours of training

CITE MEMBERS	NON MEMBERS
\$500	\$1,000

Contract Prices

The prices listed below show the Privacy Services program overall price for a 1-year contract, as well as the annual* payment price for a 3-year contract for both CITE members and non members.

LEA SIZE	1-YEAR (MEMBER)	1-YEAR (NON MEMBER)	3-YEAR* (MEMBER)	3-YEAR* (NON MEMBER)
SMALL Under 2,499 Students	\$2,200	\$3,700	\$1,650*	\$3,150*
MEDIUM 2,500 - 14,999 Students	\$4,600	\$8,650	\$3,450*	\$7,500*
LARGE 15,000 - 39,999 Students	\$8,050	\$13,000	\$6,350*	\$11,200*
EXTRA LARGE 40,000+ Students	\$11,500	\$18,400	\$9,200*	\$16,500*
COE Full COE Participation	CONTACT CITE FOR TERMS AND DETAILS			

Revised January 27, 2023