

**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 William S Hart Union High SD, a [public school district/county office of education] 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 Agreement (“CSDPA”) on behalf of the California Student Privacy Alliance (“CSPA”);

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

WHEREAS, CITE maintains a statewide membership in the Student Data Privacy Consortium (“SDPC”);

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 CSDPA contracts on a central database, notification to LEAs of upcoming contract renewal and expiration timelines, negotiation of revisions to CSDPA contracts with third-party vendors, reporting of updates to the CSPA and SDPC regarding executed CSDPA contracts, assistance with creation of LEA user accounts for contract database management, and assistance with management of tools and resources related to CSDPA contracts; 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 Service Package or the Pay Per Use Services selected by Customer (the “Services”). The Privacy Service Package and Pay Per Use Services are described in the Privacy Services Price List and corresponding Customer Order Form, attached hereto as Exhibit “A.”

- i. Privacy Service Package and Pay Per Use Services for CITE Members and Non-Members. The Privacy Services Price List sets forth pricing for the Privacy Service Package and Pay Per Use Services 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 Service Package and Pay Per Use 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 Request –New Customer online form and (2) submitting an online Service Request (“Request”) informing CITE of its service selection through the following web page: <https://citeprivacy.org>
 - c. CITE Designated Representative. CITE shall appoint a designated representative to manage the relationship established by this Agreement (“CITE Designated Representative”) who will: (i) coordinate and monitor CITE’s obligations under this Agreement, and (ii) serve as the primary liaison with the Customer Designated Representative.
 - 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, CITE shall provide notice to Customer of the need for such legal services. Fees for legal services will be quoted and agreed to prior to any billing beyond the package pricing if such fees are determined to be necessary by both CITE and Customer.
 - 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 CSDPA 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 03/01/2025 (“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 Designated Representative.** Customer will designate a representative to manage the relationship established by this Agreement (“Customer Designated Representative”) who will:
 - i. Coordinate and monitor Customer’s obligations under this Agreement, and serve as the primary liaison with the CITE Designated Representative; and
 - ii. 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. 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 send to Customer an electronic invoice and a copy of the proposed 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.
 - c. Costs, Expenses, and Other Charges. To the extent that Customer selects the Privacy Services Package, which includes Redline Negotiation Services, or to the extent Customer selects Redline Negotiation Services from the Pay Per Use Service List, such Redline Negotiation Services shall be capped at a total of 10 hours. To the extent that CITE is unable to successfully negotiate a Redline Request within the designated cap, Customer may be required to remit additional payment to CITE for provision of Redline Negotiation Services in excess of the established cap. In such an event, CITE shall inform Customer of such circumstances and, upon Customer's approval and remittance of additional fees as agreed upon by the Parties, CITE shall provide additional Redline Negotiation Services beyond the established cap. As set forth in Section 9 (No Warranty) herein, CITE cannot guarantee, and makes no warranty that, Redline Negotiation Services will result in a final, executed Vendor-Specific CSDPA.
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.** To the extent that Customer selects the Privacy Service Package, which includes Redline Negotiation Services, or to the extent Customer selects Redline Negotiation Services from the Pay Per Use Service List, CITE makes no guarantees that Redline Negotiation Services will result in a final, fully executed, Vendor-Specific CSDPA. 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)



Andrea Bennett, Executive Director



DATE: 02/01/2022

DATE: 03-03-2022

EXHIBIT “A”

PRIVACY SERVICES PRICE LIST AND CUSTOMER ORDER FORM

Can be accessed at www.citeprivacy.org

PRIVACY SERVICES CUSTOMER ORDER FORM

Customer Name: William S Hart Union High SD

Existing CITE Membership

Does customer have an existing CITE membership?

☒

Yes

☐

No

☐

No, but my organization is interested in purchasing a CITE membership.

Local Educational Agency (LEA) Size:

Please check the corresponding box that aligns with your LEA's size, measuring average daily attendance (ADA) reported to the State of California for the reporting period for the most recently completed school year.

LEA Size	Customer Selection
Small (Under 2,499 Students)	<input type="checkbox"/>
Medium (2,500 to 14,999 Students)	<input type="checkbox"/>
Large (15,000 to 39,999 Students)	<input checked="" type="checkbox"/>
Extra Large (40,000 + Students)	<input type="checkbox"/>
County Office of Education (Full COE Participation)	<input type="checkbox"/>

PRIVACY SERVICES CUSTOMER ORDER FORM (CONT.)








Selection of Services:

Please check the corresponding box(es) that indicate the Privacy Pre-Paid Premium Package and/or Pay Per Use Services Customer desires to purchase.

Service Type	Customer Selection
Privacy Pre-Paid Premium Package	
1 Year Contract	<input type="checkbox"/>
3 Year Contract w/annual payment	<input checked="" type="checkbox"/>
Privacy Pay Per Use Services	
Account Management	<input type="checkbox"/>
Manage Resources	<input type="checkbox"/>
Resource Tools Management	<input type="checkbox"/>
Manage Agreements	<input type="checkbox"/>
Redline Negotiations	<input type="checkbox"/>
Audits	<input type="checkbox"/>
Training (Additional Training After Onboarding)	<input type="checkbox"/>



Privacy Services

	PREMIUM	PAY PER USE
DATABASE ACCESS INCLUDING ACCESS TO STANDARD & VS AGREEMENTS		
BASIC REPORTING (LISTING OF LEA AGREEMENTS)		
ACCOUNT MANAGEMENT (USERS)		AVAILABLE
MANAGE RESOURCES		AVAILABLE
RESOURCE TOOL MANAGEMENT		AVAILABLE
MANAGE AGREEMENTS		AVAILABLE
REDLINE NEGOTIATIONS		AVAILABLE

What's included in
your Privacy Services
Premium package?

ALL SERVICES ARE SUBJECT TO TERMS OF SERVICE

Privacy Services

Price List

A Full Service Data Privacy Agreement Program, CITE will handle it all for you.

We offer a 1 Year Contract option as well as a discounted 3 Year Contract with an Annual Payment option.

A Pay Per Use Service is available for those not participating in the Privacy Services program.



LEA SIZE

SMALL UNDER 2,499 STUDENTS
MEDIUM 2,500-14,999 STUDENTS
LARGE 15,000-39,999 STUDENTS
EXTRA LARGE 40,000+ STUDENTS
COE FULL COE PARTICIPATION

1 YEAR CONTRACT	
CITE MEMBERS	NON CITE MEMBERS
\$1,900	\$3,200
\$4,000	\$7,500
\$7,000	\$11,200
\$10,000	\$16,000
20% DISCOUNT <small>(WHEN ALL DISTRICTS ARE INCLUDED AND PAID BY THE COE - CONTACT CITE FOR TERMS)</small>	

3 YEAR CONTRACT WITH ANNUAL PAY (*ANNUAL COST)	
CITE MEMBERS	NON CITE MEMBERS
\$1,400*	\$2,700*
\$3,000*	\$6,500*
\$5,500*	\$9,700*
\$8,000*	\$14,000*
20% DISCOUNT <small>(WHEN ALL DISTRICTS ARE INCLUDED AND PAID BY THE COE - CONTACT CITE FOR TERMS)</small>	

STARTUP FEE (ONE TIME)	
CITE MEMBERS	NON CITE MEMBERS
\$250	\$500
INCLUDES	
CREATION OF LEA ACCT	
CREATION OF USERS (UP TO 5)	
SET UP WORKFLOW PROCESS	
SHARE RESOURCE TOOL LINKS	
AGREEMENT MANAGEMENT SHEET	
2 HOURS OF TRAINING	

ALL SERVICES ARE SUBJECT TO TERMS OF SERVICE

Privacy Services

Pay Per Use Price List

A Full Service Data Privacy Agreement Program, CITE will handle it all for you. We offer a 1 Year Contract option as well as a discounted 3 Year Contract with an Annual Payment option.

A Pay Per Use Service is available for those not participating in the Privacy Services program.



AVAILABLE SERVICES	PAY PER USE		ADDITIONAL INFORMATION
	CITE MEMBERS	NON CITE MEMBERS	
ACCOUNT MANAGEMENT (USERS)	\$20/HOUR	\$30/HOUR	NO GUARANTEE OF RESULTING IN A SIGNED DPA. BASED ON PROVIDER.
MANAGE RESOURCES	\$10/HOUR	\$15/HOUR	
RESOURCE TOOLS MANAGEMENT	\$10/HOUR	\$15/HOUR	
MANAGE AGREEMENTS	\$20/HOUR	\$30/HOUR	
REDLINE NEGOTIATIONS	\$350/HOUR	\$600/HOUR	
AUDITS	\$400	\$600	
TRAINING (ADDITIONAL TRAINING AFTER ONBOARDING)	-	\$60/HOUR	UP TO 10 HOURS. ADDITIONAL HOURS BILLED AT \$50/HOUR

ALL SERVICES ARE SUBJECT TO TERMS OF SERVICE

Signature Certificate

Reference number: K6ZEA-HOVMO-HD2XQ-VJOHT

Signer

Timestamp

Signature

Ralph Peschek

Email: rpeschek@hartdistrict.org

Sent:

03 Mar 2022 18:43:20 UTC

Viewed:

03 Mar 2022 19:32:41 UTC

Signed:

03 Mar 2022 19:33:13 UTC

Ralph Peschek

IP address: 174.193.131.98

Location: Los Angeles, United States

Document completed by all parties on:

03 Mar 2022 19:33:13 UTC

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