



Agenda Online Service Agreement

This Agreement is entered into between the California School Boards Association ("CSBA") and the Piedmont City USD for Agenda Online, a web-based service to be used by the District to facilitate the development and distribution board meeting agendas packets.

1.0 Notice To User

CSBA hereby grants a nontransferable, nonassignable license to use the Agenda Online service under the terms and conditions of this Agreement. By signature below, District agrees to all the terms and conditions of this Agreement.

Upon receipt of this signed Agreement, CSBA will contact the District for information to begin development of the District's Agenda Online site and to schedule training for District employees.

2.0 Trade Secret

District acknowledges that the Agenda Online service is confidential in nature and constitutes a trade secret and proprietary information of CSBA. District agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the software or any portion of the Agenda Online Service to any other party, either during the term of this Agreement or at any time thereafter.

3.0 Proprietary Rights & Obligations

The District acknowledges and agrees that the District holds no proprietary rights related to the Agenda Online service. District will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. District agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the software. The District has a right to access the District's information stored within the Agenda Online service.

4.0 Definition of Service

The Agenda Online service consists of software that provides a web-based application and hosting service that enables the District to create board meeting agendas, attach or link supporting documents, record minutes and publish these items on the web.

District, CSBA may delete all district information stored in the Agenda Online service ninety (90) days after the termination of this Agreement.

9.0 Limited Warranty

The Agenda Online service is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CSBA does not warrant that functions contained in the Agenda Online service will meet the District's requirements or that the operation of the service will be uninterrupted or error free.

10.0 No Liability For Consequential Damages

In no event shall CSBA be liable for any damages whatsoever (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from the use or inability to use the Agenda Online service.

11.0 Term

This Agreement shall take effect on the date that CSBA receives this signed Agreement and a purchase order or check from the District in the amount of \$2,750.00 plus a one-time training fee of \$500.00. This Agreement shall remain in effect for one calendar year.

The annual renewal fee for this Agreement is currently \$2,750.00. However, CSBA retains the right to adjust the annual renewal fee to reflect changes in the costs of providing services pursuant to this Agreement. This Agreement may be renewed each year by CSBA issuing a renewal notice to the District 60 days prior to the expiration date of this Agreement, and by the District issuing a purchase order to CSBA in the amount set forth in the renewal notice. In addition, the District must maintain its membership in CSBA.

This Agreement may be terminated by either party by providing 60 days written notice prior to the expiration date of this Agreement.

12.0 Technical Support

CSBA will provide timely telephone support to the District for the Agenda Online service. CSBA will not be responsible for supporting third party software applications installed on the District's computers.

13.0 Indemnification And Duty To Defend

Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all

July 2, 2015

liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood that any action to obtain District's records from CSBA, if opposed by District, any cost opposing the request, including but not limited to, attorney's fees and costs, shall be paid by District.

It is expressly understood and agreed by the parties that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

14.0 Nondiscrimination

During the performance of this Agreement, District shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to, the provisions of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, and, will not discriminate, harass or allow harassment against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person.

15.0 Notices

All correspondence by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing by the Parties:

July 2, 2015

"CSBA"

California School Boards Association
Member Services
3251 Beacon Blvd.
West Sacramento, CA 95691
(916) 371-4691
(916) 371-3407 Fax

"DISTRICT"

Piedmont City USD
760 Magnolia Ave
Piedmont, CA 94611
(510) 594-2600
(510) 654 -7374 Fax

16.0 Non-Assignability

This Agreement and the rights and duties hereunder shall not be assigned or delegated in whole or in part by a party without the express written consent of the other party.

17.0 Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and District.

18.0 Modification

The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

19.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

20.0 Entire Agreement


This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

July 2, 2015

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

"CSBA"

California School Boards Association
(Federal Tax ID: 94-1510492)

By: 
Signature

Devin Crosby
Name (print)

Assistant Executive Director,
Communications & Information
Technology

Date: 7/16/15

"DISTRICT"

Piedmont City USD

By: 
Signature

Randall Booker
Name (print)

Superintendent
Title of Official

Date: 7/14/15

Please print two copies and complete the information for "District" above and sign both copies of this Agreement. Please send both signed copies to CSBA Communications & Information Technology, 3251 Beacon Blvd, West Sacramento, CA 95691. One copy will be retained by CSBA and one copy will be returned to the district.