CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT

This GAMUT Online Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and San Leandro USD of San Leandro, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of this Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

NOW THERFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to the following:

a. Provide online access to CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources through GAMUT, CSBA's web-based policy hosting platform

b. Provide regular notifications of policy updates, sent to the District Liaison through email or other means of electronic communications.

c. Provide District with user accounts to access GAMUT.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District policies consistent with applicable laws and agrees to the following:

a. Comply with the GAMUT Online License Agreement (Attachment A).

b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA and advise CSBA of the name of the Liaison. The Liaison shall be responsible for all contacts with CSBA and the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If District Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.

c. This Agreement automatically renews and the fees therefor are due on July 1 each year.

d. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of $3130.00 to CSBA, based on the CSBA payment schedule for GAMUT Online Service.

b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.

c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.

b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

V. COPYRIGHT

a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.

b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.

b. CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

c. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

a. This Agreement and any Attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.

b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.

c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.

d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

VIII. CANCELLATION

a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.

b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.

c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after September 1 of the fiscal year.

California School Boards Association	San Leandro USD
Robert Tuerck	Name of Official
Sr. Director, Policy Development & Governance Technology Title of Official	Title of Official
Date	Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

Attachment A

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE LICENSE AGREEMENT

This licensing agreement is incorporated by reference in the GAMUT Online Service Agreement and the terms and conditions stated herein shall have the same effect as if expressly stated in the GAMUT Online Service Agreement.

NOTICE TO USER - California School Boards Association (CSBA) is the sole and exclusive owner of the GAMUT Online policy information system (PIS) and hereby grants a nontransferable, nonassignable license to use the GAMUT Online PIS under the terms and conditions of this agreement. By using the GAMUT Online PIS, licensee agrees to all the terms and conditions of this agreement. Any licensee who does not agree with the terms and conditions of this agreement must notify CSBA that they do not agree and CSBA will terminate the licensee's user accounts.

PROPRIETARY RIGHTS - The GAMUT™ software and accessible data are valuable property of CSBA. Licensee will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. The software provides access to data which licensee is authorized to adapt or customize for its sole and exclusive use or benefit. Licensee agrees not to modify, adapt, translate, decompile, disassemble the software or create derivative works based on the software. Licensee agrees not to distribute the accessible data, passwords, or other access information to anyone other than its employees and officials.

TRADE SECRET - Licensee acknowledges that the software is confidential in nature and constitutes a trade secret of CSBA. Licensee agrees not to sell, rent, license, distribute, transfer, or directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this agreement or thereafter. Licensee agrees to use its best efforts to prevent inadvertent disclosure of the software to any third party during the term of this agreement or thereafter.

LIMITED WARRANTY - The GAMUT Online PIS 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 GAMUT Online PIS program will meet the user's requirements or that the operation of the program will be uninterrupted or error free. CSBA does not warrant the accessible data to be error free.

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 use or inability to use the GAMUT Online PIS.

LICENSEE'S RESPONSIBILITIES - Licensee is responsible for insuring the proper configuration of any hardware used in operating GAMUT Online PIS and for establishing and implementing procedures necessary for the fulfillment of licensee's obligations under this agreement. Licensee agrees to inform all of the licensee's users of licensee's obligations and responsibilities under this agreement including, but not limited to, the nondistribution requirement.