

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 7/12/16



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignation Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other:
This action request pertains to Elementary (only) High School/District Wide

Date: 7/7/16

To: **John Rouse**
 Superintendent

From: Everett Holm
Title: Technology Director

Subject: **Purchase Annual Subscription for Boardbook**

Description: Internet-based application that enables the user to create electronic board meeting agendas board packets, initialization, training, and support Subscriber which increases ease of use for board members in reviewing their information for meetings.

Justification: Board members were able to sample the agenda and packet for the June 29 school board meeting and agreed that the program allowed them to access the information the packet much faster and easier.

Financial Impact: **\$2,167.00**

Funding Source (Budget/grant, etc.): Salaries, benefits, and payroll costs to be charged against budget for respective building/program/grant as applicable.

Attachment(s): Agreement

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____

BoardBook®
Subscription Agreement

This Subscription Agreement (this "Agreement") is entered into by and between the Texas Association of School Boards, Inc. ("Association") and the undersigned subscribing entity (the "Subscriber") for the BoardBook® on-line meeting facilitation software ("BoardBook").

1. Definition of BoardBook

BoardBook shall mean the Internet-based application that enables the user to create electronic board meeting agendas and then to compile those agendas with supporting documents into complete electronic board meeting packets. BoardBook further shall mean the initialization, training, and support Subscriber receives under this Agreement. BoardBook may be provided in conjunction with one or more third-party affiliates ("Affiliates") who are not parties to this Agreement.
2. Technical Support

BoardBook will provide Subscriber with on-line Internet and telephone technical support. This technical support is not intended to serve as, and is not, legal advice. In the event that Subscriber requires legal advice on any issue, including but not limited to requirements about meeting agendas, Subscriber and its users should consult Subscriber's attorney. Neither BoardBook nor the Association shall be responsible for supporting third-party software applications installed on Subscriber's computers or network.
3. Commencement Date

This Agreement will commence on August 1, 2016.
[If no date is specified, this Agreement will commence on the date as of which Association receives both this executed Agreement and either Subscriber's purchase order or payment of the initial term fee required under Section 5 (Fees) of this Agreement.]
4. Term

The initial term of this Agreement will begin upon the Commencement Date and end a year later. Unless terminated as provided in this Agreement, this Agreement will automatically continue as follows. At any time during the 12 months following the expiration of the initial term, Association may realign the term of this Agreement in order to have subsequent renewals coincide with the uniform annual renewal term it has established for BoardBook (September 1 – August 31). If the term is realigned by Association, Subscriber will be provided with written notice of the Fee for that realignment period as provided in Section 5 (Fees) of this Agreement. This Agreement will then continue to automatically renew annually, on either the anniversary of the initial term or first day of the uniform annual renewal term, whichever is applicable.
5. Fees

The BoardBook licensing and maintenance/support fee ("Fee" or "Fees") for the initial term is 2,000.00. Association will provide Subscriber with at least 30 days' advance written notice of any change in Fees before a renewal term begins. The written notice may be in the form of an invoice or other written document, and such written notice will automatically supersede the prior Fee amount upon the next renewal term.

11. Accounts and Passwords

Subscriber is responsible for all user accounts and passwords used to access BoardBook. Subscriber is responsible for maintaining the confidentiality of its accounts and passwords. Subscriber agrees to notify Association immediately of any unauthorized use of Subscriber's accounts of which the Subscriber becomes aware.
12. Subscriber's Responsibility for Content

The obligation to conduct board meetings in accordance with law and applicable policy resides entirely with Subscriber. Subscriber is solely responsible for all communications performed by means of BoardBook. Subscriber agrees not to use BoardBook to communicate any message or material that is harassing, libelous, threatening, or obscene; that would violate any intellectual property rights of others or is otherwise unlawful; that would give rise to civil liability; or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. Subscriber understands that although Association is not responsible for Subscriber's communications, if Association becomes aware of any communication that would violate this section, it may suspend the communication and may suspend Subscriber's use of BoardBook or may terminate this Agreement.
13. Open Meetings and Public Information

Subscriber agrees that it is solely responsible for complying with federal, state and local law or policy pertaining to public meetings and public records, where applicable. In the event a third party requests information or otherwise submits an inquiry concerning Subscriber's compliance with any such requirements, Association will direct the third party to contact Subscriber. Association is not the custodian of Subscriber's records for any purpose.
14. Archive of Records

The BoardBook Web site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Subscriber is responsible for creating its own archive of the agenda materials created by use of the BoardBook application. For as long as this Agreement is in effect, Association or its Affiliates will take reasonable precautions to preserve and protect the information that Subscriber places on the BoardBook server for five (5) years, from the date such data is loaded into BoardBook. However, Subscriber should not rely on the BoardBook Web site as its only storage facility. Subscriber should preserve backup copies of any digital data, information or other materials that it may have uploaded or that were created by use of BoardBook. To the fullest extent permitted by law, Subscriber agrees not to hold Association or its Affiliates liable for any damage to, any deletion of, or any failure to store Subscriber's files or data. Thirty (30) days after this Agreement terminates, for any reason, Subscriber's BoardBook material and information will be deleted.
15. Confidentiality

Subscriber acknowledges that the BoardBook application and the supporting documentation and programming for BoardBook are confidential in nature and constitute a trade secret. To the fullest extent authorized by law, Subscriber agrees to hold all BoardBook information confidential and shall instruct its employees and agents of Subscriber's obligations under this Agreement and ensure that its employees and agents comply with such obligations. Association agrees to hold private

Subscriber's BoardBook archives and files and not to release Subscriber's data unless required by law. In the event of required release, Association will provide Subscriber with prior notice if legally permissible.

16. Hosting and Availability of BoardBook

BoardBook will be accessible at the URL provided to Subscriber. Subscriber understands and agrees that BoardBook may be inaccessible or inoperable from time to time for reasons that include, but are not limited to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which may be undertaken from time to time; or (c) causes beyond Association's control or that Association cannot reasonably foresee, such as interruption or failure of telecommunication or digital transmission links, hostile network attacks, and network congestion or other failures. Association will use commercially reasonable efforts to advise you when the BoardBook application will be down for significant scheduled maintenance.

17. No Warranty

THE FOLLOWING APPLIES TO THE FULLEST EXTENT AUTHORIZED BY LAW, UNLESS PROHIBITED BY CODIFIED LAW OR CONTROLLING JUDICIAL DECISION:

A. Subscriber understands and agrees that BoardBook and the BoardBook Web site itself are provided "as is" and "as available." Unless specifically provided otherwise in this Agreement, Association expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Without limiting the foregoing, the Association makes no warranty or representation regarding any information, materials, goods or services obtained through Association or BoardBook, or that BoardBook will meet Subscriber's requirements or be uninterrupted, timely, secure or error free, or that the results that may be obtained from the use of the resources or materials will be effective, accurate or reliable, or that the quality of any products, services, or information purchased or obtained by the Subscriber will meet its expectations or be free from mistakes, errors or defects. Use of the BoardBook Web site and resources are at Subscriber's sole risk. Subscriber will be solely responsible for any damage to Subscriber (including but not limited to damage to Subscriber's computer system or loss of data that results from such activities) resulting from the use of BoardBook or its Web site.

B. The BoardBook Web site may include technical or other mistakes, inaccuracies or typographical errors. Association or its Affiliates may make changes to the materials and resources at this Web site, at any time, without notice. The materials or resources at the BoardBook Web site may be out of date, and Association or its Affiliates make no commitment to update such materials or resources.

C. In addition, the materials on the BoardBook Web site may include sample or form notices, resolutions, agreements, letters or other documents, including financially or legally significant documents (the "Templates"). These Templates are provided solely as examples of typical documents of their kind, and the delivery and use of Templates do not

constitute legal, accounting, or other professional advice. Under no circumstances will Association or its Affiliates be liable for any loss or damages caused by Subscriber's reliance on information or material obtained through the BoardBook Web site, including Subscriber's use of any of the Templates. It is Subscriber's responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, Templates or other content available on or through the BoardBook Web site. In particular, Subscriber is urged to consult an appropriate professional licensed in its jurisdiction before using any Templates or otherwise relying on any legal, accounting, or other professional advice or information obtained through the BoardBook Web site.

18. Limitation of Liability

THE FOLLOWING APPLIES TO THE FULLEST EXTENT AUTHORIZED BY LAW UNLESS PROHIBITED BY CODIFIED LAW OR CONTROLLING JUDICIAL DECISION:

A. Subscriber's exclusive remedy and Association's (or its Affiliates') entire liability, if any, for any claims arising out of this Agreement and Subscriber's use of BoardBook is limited to the amount Subscriber paid Association for BoardBook during the 12-month period before the act giving rise to the liability.

B. Neither Association nor its Affiliates will be liable to Subscriber or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, including without limitation, those resulting from loss of use, data, or profits, arising out of or in connection with the use of BoardBook, its Web site, or of any Web site referenced or linked to or from the BoardBook site.

19. Termination

Subscriber may discontinue the automatic renewal of this Agreement by giving Association 30 days' prior written notice of termination before the next renewal begins; or Subscriber may terminate this Agreement at any time, for any reason, during the middle of a term by giving Association 30 days' prior written notice of termination. However, in the event of a mid-term termination, no prorated refunds will be given to Subscriber and Subscriber will remain responsible for all unpaid Fees. In addition, Association may terminate this Agreement immediately if Association has not received payment from Subscriber within 30 days after the next renewal begins. Association also may terminate this Agreement immediately if Subscriber violates Section 12 (Subscriber's Responsibility for Content) of this Agreement and Subscriber shall not be eligible for a prorated refund.

20. Attorney Fees

Subscriber agrees that in any suit or legal proceeding relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees that are equitable and just.

21. Governing Law

This Agreement shall be construed under the laws of the State of Texas.

22. Authority Subscriber represents that the person signing this Agreement has full authority to enter into the Agreement. Further, either party may rely upon a facsimile signature as if it were an original, and the failure of a party to have possession of a manually executed original will not affect the validity, enforceability, or binding nature of this Agreement.
23. Entire Agreement This Agreement contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any contingencies contained on any purchase order or other writing that may accompany Subscriber's order is not binding upon Association. The terms and conditions of this Agreement prevail regardless of any conflicting terms on the purchase order or other correspondence not described in this Agreement.
24. Amendments Association may amend the terms of this Agreement, including Fees (via invoice or other written document), without securing further signature from Subscriber. However, any such amendment must be presented to Subscriber's designated contact (see Section 10) at least 30 days before the beginning of the next renewal term in order for it to apply.

Please sign, provide the requested information, and return the executed Agreement to:

By email: boardbook@boardbook.org
 By fax: 512-467-3618
 By mail: Texas Association of School Boards
 Attn: BoardBook
 P.O. Box 400
 Austin, TX 78767-0400

Subscriber/Account Name: _____

Signature: _____

Printed Name: _____

Title: _____

Purchase Order Number (optional): _____

Additional Subscriber Information for U.S. Subscribers:

State of Domicile: _____

Governmental Entity? Yes or No

Sales Tax Exempt? Yes or No

If Yes, provide a copy of your Sales Tax Exemption Certificate

BoardBook® Subscription Agreement – 2015 Addendum

The Subscription Agreement (“Agreement”) between the Texas Association of School Boards, Inc. and the below-named Subscriber is subject to the further terms and conditions of this Addendum. To the extent a conflict arises between the provisions of this Addendum and the provisions of the underlying Agreement, this Addendum shall control, but only to the extent of resolving the conflict.

1. Section 4 (Term) of the Agreement is deleted in its entirety and substituted with the following:

The initial term of this Agreement will begin upon the Commencement Date and end on August 31. Unless terminated as provided in this Agreement, this Agreement will automatically renew for successive one-year periods beginning every September 1 and ending August 31 (“renewal term”).

2. Section 5 (Fees) of the Agreement is deleted in its entirety and substituted with the following:

Subscriber shall pay Fees required under this Agreement. The BoardBook licensing and maintenance/support fee (“Fee” or “Fees”) for the initial term is 167.00. The BoardBook licensing and maintenance/support fee (“Fee” or “Fees”) for the “renewal term” is 2,000.00. Thereafter, the Association will provide Subscriber with at least 30 days’ advance written notice of any change in Fees before the renewal term begins. Written notice may be in the form of an invoice or other written document, and the new Fee will automatically supersede the prior Fee upon commencement of the renewal term.

3. This Addendum shall be effective as of the Commencement Date of the Agreement.

Wherefore, the parties affix their signatures in agreement to this Addendum to the BoardBook Subscription Agreement:

Subscriber: _____

By: _____
Signature

Date

Printed Name

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

By: _____

Tim Curtis, Division Director BoardBook

Date