



Agreement for schoolboardnet Services

THIS AGREEMENT is made and entered into as of the date of execution, by and between the New Jersey School Boards Association (“NJSBA”) and the Franklin Lakes Board of Education (“Board”), 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417.

WHEREAS, NJSBA’s mission is excellence in local school governance and support of public education;

WHEREAS, the NJSBA offers various policy services in order to further its mission; and

WHEREAS, the Board seeks to increase access to public documents;

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

- I. **Description.** “NJSBA schoolboardnet.” This project involves providing school districts with electronic communication and associated information processing services accessible via the Internet. Using “NJSBA schoolboardnet,” school boards will be able to develop and post meeting agendas and minutes on the Internet as well as manage events, make announcements, and perform other activities. If the Board participates in “NJSBA schoolboardnet,” specifications for “NJSBA schoolboardnet” are provided as an Addendum to this Agreement and are incorporated by reference in it.
- II. **Proprietary Interests in Board’s Policies and Materials.** The Parties agree that the Board shall retain ownership in the text of all material it furnishes to NJSBA in order to fulfill its obligations under this Agreement.
- III. **Current and Archive Copies of the Board’s Policies and Materials.** The Parties agree that the Board shall maintain current and archive copies of its materials separate and apart from the copies maintained by the NJSBA or given to the NJSBA in order for the NJSBA to fulfill its obligations under this Agreement. No agency relationship is created between the Board and the NJSBA for purposes of record retention, storage, organization, dissemination, destruction, or maintenance and the NJSBA will not be responsible for responding to requests for public records under the any Freedom of Information Act or for responding to any subpoena on behalf of the Board.

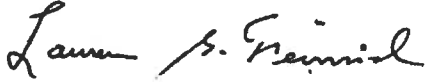
- IV. **Disclaimer/Liability.** While every effort is made to ensure accuracy and completeness, NJSBA will not be responsible for any errors or omissions that may occur. NJSBA does not warrant that the Board's material is fit for any particular purpose. Furthermore, NJSBA will not be liable for any direct, indirect, or consequential damages, including any loss of data arising out of use or inability to use the Board material.
- V. **Term and Fees.** The dates and terms of this renewal Agreement will be for the period beginning with the signing of this agreement and continue for a term of one (1) year, upon written agreement of the parties. The Board agrees to pay the fees as described in the attached Addendum for the Premier service.
- VI. **Termination.** Either Party has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the other Party. In cases of a material breach of the Agreement, a complaining Party shall give written notice of the breach to the non-complying Party. The non-complying Party shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, the complaining Party may immediately terminate this Agreement. Notwithstanding the above, the NJSBA has the right to terminate this Agreement immediately if (a) its contract with Schoolboardnet, LLC, terminates and the NJSBA, after a reasonable effort, cannot find a similarly situated consultant to provide the services described in this Agreement, or (b) the Board discontinues its membership in the NJSBA.
- VII. **Effect of Termination.** Termination of this Agreement shall not cancel the Board's responsibility for payment of any applicable fees for products or services of any kind provided by NJSBA, subsidiaries or affiliated companies, for any services rendered before termination. All provisions of this Agreement relating to disclaimers or warranties, limitation of liability, remedies, or damages, and Board's proprietary rights shall survive termination.
- VIII. **Entire Agreement.** This renewal Agreement, including the fee schedule attached as the addendum constitutes the entire understanding between the Parties concerning the subject matter hereof.
- IX. **Governing Laws.** The laws of the State of New Jersey shall govern this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and executed by a duly authorized person on the day and year first above written.

An original, scanned, electronic or facsimile of the parties' signature hereto is deemed admissible in enforcing this agreement.

Date: 12/24/2014

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Dr. Lawrence S. Feinsod
Executive Director, NJSBA

Donald Webster, Jr.
President, NJSBA

Date:

Date:

Board President (Sign)

Board Secretary/Business Administrator (Sign)

Legal/Cindy/Contracts/Policy_Paperless Meetings Franklin Lakes 12-14