

## BoardBook Premier™ Subscription Agreement

---

This BoardBook Premier™ Subscription Agreement (“Agreement”) is by and between the Texas Association of School Boards, Inc. (“TASB” or “Supplier”) and the below-named customer (“Subscriber”). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions** (v.TASB.05/01/2020), attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

### ORDER FORM

#### BoardBook™ Premier Product Level

Written product subscription is attached or available upon request. Tier 2

<b>Initial Term<sup>(a)</sup></b>		<b>Initial Term Cost<sup>(b)</sup></b>	
Actual Dates	<u>---</u>	USD	<u>\$ ---</u>
<b>Renewal Term<sup>(a)</sup></b>		<b>Renewal Term Cost<sup>(b)</sup></b>	
Month/Day –Month/Day	<u>9/1/2020 - 8/31/2021</u>	USD	<u>\$ 2,500</u>

<sup>(a)</sup> A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber’s migration from BoardBook Classic™ to BoardBook Premier™. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.

<sup>(b)</sup> Unless otherwise extended in writing by TASB, price quotes will expire after 90 days if not accepted.

#### Subscriber Coordinator Information

#### Subscriber Billing Information

Name: Michele Crutcher

Name: Michele Crutcher

Title: Assistant to the Superintendent and Board of Trustees

Title: Frisco Independent School District

Phone: (469) 633-6012

Address: 5515 Ohio Drive; Frisco, TX 75035

Email: crutcher@friscoisd.org

Phone: (469) 633-6012

Email: crutcher@friscoisd.org

The undersigned parties accept and agree to be legally bound by the entire BoardBook Premier™ Subscription Agreement and the persons executing this Agreement agree that they are fully authorized to enter into this Agreement. If Subscriber is eligible for Active, Associate, or Affiliate Membership within TASB, membership is a condition precedent to entering into this Agreement.

Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by

Subscriber will be deemed void and unenforceable. Subscriber’s payment and use of the product will be treated as acceptance of this Agreement if the Agreement has not been fully signed by the parties.

**ACCEPTANCE BY SUBSCRIBER:**

**Subscriber Entity:** Frisco Independent School District

**Authorized Signature:** Susan Patterson

**Printed Name:** Susan Patterson

**Title:** Procurement Director

**Date:** August 24, 2020

**Purchase Order Number (optional):** \_\_\_\_\_

TASB Member? (Active/Associate/Affiliate)      Yes or      No

Governmental entity?      Yes or      No      Sales Tax Exempt?      Yes or      No

If yes, provide a copy of your Sales Tax Exemption Certificate.

*(Note: Nebraska, Oklahoma, South Dakota, and Tennessee customers will be referred to the appropriate supplier.)*

**ACCEPTANCE BY SUPPLIER:**

**Texas Association of School Boards, Inc.**

D M Gorvin  
Dianne Gorvin  
Director, BoardBook Division

August 24, 2020  
Date

**Signed Order Form may be returned by:**

Email: [boardbook@boardbook.org](mailto:boardbook@boardbook.org)  
Fax: 512.467.3658  
U.S. Mail: Texas Association of School Boards  
Attn: BoardBook  
P.O. Box 400  
Austin, TX 78767-0400

## Exhibit A — BoardBook Premier™ General Terms and Conditions

WHEREAS, the Texas Association of School Boards, Inc. (“TASB” or “Supplier”) is the lead supplier of BoardBook® services, including BoardBook Premier™, (collectively “BoardBook”) and makes BoardBook available under these General Terms and Conditions (the “GTC”); and

WHEREAS, customer (“Subscriber”) accepts the GTC as evidenced through its execution of the BoardBook Premier™ Subscription Agreement (“Agreement”);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, TASB and Subscriber (also referred to as “party” or “parties”) agree as follows:

1. **Product.** BoardBook is a paperless meeting application used to create electronic meeting agendas and assemble board meeting materials. As a Software-as-a-Service (SaaS) product, BoardBook is internet-based and web-hosted. BoardBook is offered at different product levels, and the range of features and options vary based on the product selected by Subscriber. BoardBook is delivered through Supplier, in conjunction with one or more third-party affiliates.

2. **Access and Use.** Subject to the terms and conditions of this Agreement, Subscriber is granted a limited, non-exclusive, non-transferable right to access and use BoardBook for its internal business use only, to the degree and extent permitted by the product-level subscription ordered.

### 3. Intellectual Property.

(a) Except for the limited access and use rights granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook® and BoardBook Premier™ trademarks, service marks, tradenames or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively the “BoardBook IP”). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as provided through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, Supplier shall not be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Supplier will not be responsible for supporting non-BoardBook software applications installed on Subscriber’s computers or network. In the

event that Subscriber requires legal advice on any issue, including but not limited to the content of meeting agendas, Subscriber must consult its duly appointed legal advisor. No attorney-client relationship is established under this Agreement.

#### **5. Subscriber Data.**

(a) Content uploaded or entered into the BoardBook application by or through Subscriber shall be deemed the property of Subscriber ("**Subscriber Data**"). Depending on the BoardBook subscription Subscriber Data may include, but is not limited to, (i) account credential information (e.g., email addresses, etc.); (ii) meeting agendas, minutes, supporting documents, and resource files; and (iii) policies, procedures, manuals, or similar content. Subscriber understands that BoardBook is NOT intended to serve as a repository for highly sensitive information, including personally identifiable information (e.g., Social Security numbers, medical or diagnostic information, credit card or bank information, student records, etc.). Thus, Subscriber will exercise due care and discretion in the content it uploads in BoardBook.

(b) Nothing in this Agreement grants Supplier any proprietary rights to Subscriber Data, except that Subscriber hereby grants Supplier a royalty-free, perpetual, irrevocable, and non-exclusive right and license, under its rights in the Subscriber Data, to use, copy, modify, display, archive, store, publish, transmit, distribute, and reproduce, and to create derivative works from, any and all Subscriber Data for the limited purpose of carrying out their duties under this Agreement. Moreover, as to Subscriber Data posted on BoardBook platforms that are open to the general public, Supplier may access and use such content for any and all legitimate business purposes, subject to any copyright or other legal restrictions related thereto. It is understood that any access and use of public-facing Subscriber Data shall be at Supplier's sole risk and that Subscriber shall not be held responsible for Supplier's use thereof.

(c) BoardBook is not intended to serve as Subscriber's permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

#### **6. Confidentiality.**

(a) Except as otherwise provided in this Agreement, Supplier agrees to treat Subscriber Data as Subscriber's proprietary confidential information. To the fullest extent authorized by law, Subscriber agrees to treat the BoardBook IP as Supplier's proprietary confidential information. Notwithstanding the foregoing, either party may disclose the other party's confidential information (the "source party") where required by law or regulation, but only to the extent and for the purpose of such required disclosure, after providing the source party with advance written notice when legally possible, such that the source party is afforded the opportunity to pursue its legal rights.

(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the source party. Therefore, in the event of breach, it is agreed that the source party may seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.

## **7. Account Use/Operation.**

(a) Account access to BoardBook is limited to Subscriber's authorized users in accordance with the product subscription. (Authorized users have log-in credentials.) Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Subscriber is responsible for ensuring that its authorized users comply with all terms and conditions of this Agreement. Upon request of Supplier, Subscriber will designate a primary account contact and will notify Supplier of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. It is also Subscriber's sole obligation under this Agreement to ensure that it has all legal rights and permissions required to upload, store, copy, and display Subscriber Data in BoardBook and that Subscriber Data is accurate and complete. Subscriber is solely responsible for determining who has access to view, copy, download, or otherwise access Subscriber Data and for managing rights to access Subscriber Data, including account-level access credentials. Supplier is not responsible or liable to any third party for the content or accuracy of any Subscriber Data posted or stored by or through Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights, including copyrights, of others; (iii) contains an image, likeness, or audio or visual recording of an individual without permission to do so, or that violates any privacy rights of any individual; (iv) contains software viruses or any other codes, files, or programs designed to damage or disrupt any software, hardware, or equipment; or (v) otherwise gives rise to civil or criminal liability. Supplier shall have the right to immediately suspend account access, without right of partial refund, if it determines this provision of the Agreement has been breached. Consistent with its rights and responsibilities under the Digital Millennium Copyright Act, Supplier hereby provides notice that it maintains the right to suspend or terminate the BoardBook account of any repeat infringer.

## **8. Representations/Warranties.**

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

## **9. Limitations on Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.

(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

**10. Term/Termination.**

(a) The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is terminated as provided herein. Either Subscriber or TASB may stop the automatic renewal of this Agreement by giving the other party 30 days prior written notice of termination before renewal.

(b) Upon automatic renewal, if Subscriber fails to make required payment for the BoardBook subscription within 30 days of renewal, Subscriber will be deemed to have terminated this Agreement and BoardBook access can be deactivated without notice. If Subscriber opts to terminate this Agreement during the middle of a subscription term for convenience, no prorated refund shall be due. If Subscriber is eligible for TASB membership and fails to timely renew its TASB membership, TASB may treat such failure as a material breach of obligation and immediately terminate this Agreement without any right of refund. Either party may terminate this Agreement due to the other party's material breach of obligation under this Agreement and seek any and all remedies allowed by law, consistent with this Agreement. No party will be liable for delays or failures in performance resulting from causes beyond the reasonable and foreseeable control of that party, including but not limited to acts of God, epidemics, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, or utility failures.

(c) Upon the termination of this Agreement, for any reason, Subscriber shall immediately cease any further use of BoardBook and, to the extent permitted by law, return or destroy any BoardBook IP in its possession.

**11. Governing Law.** This Agreement is governed by the laws of Texas, without regard to conflict of laws provisions thereof.

**12. Third-Parties/Relationships.** Subscriber agrees that Supplier's third-party developer(s) or sub-suppliers of the BoardBook IP are third-party beneficiaries to this Agreement, as it applies to the BoardBook IP, and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

**13. Headings.** Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

**14. Entire Agreement.** Use of BoardBook, including the BoardBook website, is subject to compliance with all privacy and security policies, service level agreements, and other terms and conditions posted on the BoardBook website or otherwise made available to Subscriber in writing ("**Additional Terms**"); provided, however, that any such Additional Terms cannot diminish or conflict with the protections afforded to Subscriber in this Agreement. In the event of any conflict or inconsistency among the provisions of the Order Form, GTC, Additional Terms, or any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are

superseded by said Agreement. If Subscriber is converting from BoardBook Classic™ to BoardBook Premier™, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

15. **Amendments.** Supplier may amend or replace the terms of the Agreement, including pricing and the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

16. **Notices.** Any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective party. Unless otherwise directed in writing, formal notice to Subscriber shall be sent to the person at the address identified on the Order Form. Formal notice for Supplier shall be sent to the Texas Association of School Boards, Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).

—END—

# TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

## HR Services • Service Agreement for Pay System Maintenance

### Frisco ISD • January 14, 2021

#### 1. Scope of Work

TASB provides pay system maintenance service to districts for whom we have developed a new pay plan or who have used our service in the past. TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of key benchmark jobs in the local job market;
3. Adjust pay structures to maintain district's competitive position;
4. Review a preliminary draft of findings and recommendations with district leaders; and
5. Document and present a final report of findings and recommendations.

#### 2. Cost

\$7,500 consulting fee. No travel is required for this project. TASB will invoice the district upon completion of services.

#### 3. Schedule

March 2021 will be targeted for delivery of a draft report, after beginning in January 2021. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the district within the timeframe specified in the data request.

#### 4. Term of Agreement

This Agreement is effective upon the District's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.


#### 5. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

#### 6. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the District will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

This proposal will expire on January 29, 2021.




---

Amy Campbell  
Director, HR Services

DocuSigned by:  
*Susan Patterson*

---

Signature of Authorized Official

Purchase Order Number

1/20/2021

Date Approved



HRServices



# TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

## HR Services • Service Agreement for HR Consulting Project

Frisco ISD (“Client”)

Proposal: December 13, 2022 • Expiration: January 3, 2023

### 1. Description of Services

TASB will conduct an operational review of the district’s staffing practices. The review will be conducted by a human resources professional for the purpose of determining opportunities to create a strategic staffing process. A TASB consultant will work directly with HR administrative staff for two half-day sessions to evaluate and analyze district data, benchmark current staffing patterns, and apply strategic staffing practices to future enrollment.

### 2. Cost

**\$1,700** consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

### 3. Schedule

**January 2023** will be targeted for completion of this consulting project, after beginning in December 2022. To meet the completion schedule, TASB must receive approval of this agreement before the expiration date.



HRServices

#### 4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

#### 5. Term of Agreement

This Agreement is effective upon the Client's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

#### 6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

#### Texas Association of School Boards, Inc.

*Amy Campbell*

Amy Campbell

Director, HR Services

#### Client

DocuSigned by:

*Susan Patterson*

Signature of Authorized Official

Purchase Order Number

12/22/2022

Date Approved



**Certificate Of Completion**

Envelope Id: C4593098CA8348C19CDD90D0DD78C41C  
Subject: HR Services Agreement: DocuSign (Frisco ISD - HR Consulting Project)  
Source Envelope:  
Document Pages: 2 Signatures: 1  
Certificate Pages: 4 Initials: 0  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
  
Envelope Originator:  
HR Services - Jennifer Forrester  
12007 Research Blvd.  
Austin, TX 78759  
Jennifer.Forrester@tasb.org  
IP Address: 108.255.59.253

**Record Tracking**

Status: Original  
12/13/2022 2:31:41 PM  
Holder: HR Services - Jennifer Forrester  
Jennifer.Forrester@tasb.org  
Location: DocuSign

**Signer Events**

Amy Campbell  
amy.campbell@tasb.org  
Security Level: Email, Account Authentication  
(None)

**Signature**

Signature Adoption: Pre-selected Style  
Using IP Address: 76.250.254.92

**Timestamp**

Sent: 12/13/2022 2:33:40 PM  
Viewed: 12/13/2022 2:43:04 PM  
Signed: 12/13/2022 2:43:14 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer Redden  
Reddenj@friscoisd.org  
Security Level: Email, Account Authentication  
(None)

Sent: 12/13/2022 6:07:01 PM  
Viewed: 12/14/2022 8:05:28 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/14/2022 8:05:28 PM  
ID: 8fedc074-a5b2-48a2-8220-ca2d26dbadf0

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

Jennifer Redden  
reddenj@friscoisd.org  
Security Level: Email, Account Authentication  
(None)

**VIEWED**  
  
Using IP Address: 107.115.171.18  
Completed using mobile

Sent: 12/13/2022 2:43:16 PM  
Viewed: 12/13/2022 6:06:26 PM  
Completed: 12/13/2022 6:07:01 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/13/2022 6:06:26 PM  
ID: 31bb2da4-8b32-414f-874c-fe2d3e0bb977

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Kathie Randolph  
kathie.randolph@tasb.org  
Security Level: Email, Account Authentication  
(None)

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	12/13/2022 2:33:40 PM
Envelope Updated	Security Checked	12/13/2022 6:07:01 PM
Envelope Updated	Security Checked	12/13/2022 6:07:01 PM
Certified Delivered	Security Checked	12/14/2022 8:05:28 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Texas Association of School Boards, Inc., or any of its affiliates (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **How to contact the Company.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise the Company of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [esignature@tasb.org](mailto:esignature@tasb.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from the Company**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [esignature@tasb.org](mailto:esignature@tasb.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

**To withdraw your consent with the Company**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [esignature@tasb.org](mailto:esignature@tasb.org) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we may provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access.



## Policy Review Session Agreement

---

This Policy Review Session Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned “Subscriber.”

**1. Scope:** This Agreement is for Policy Service to conduct a Policy Review Session for Subscriber. As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB, a subscriber to Policy Service (school district subscribers only), and a subscriber to Policy Updating Services. The Agreement includes the following services: auditing Subscriber’s Localized Policy Manual; preparing for and conducting workshops with Subscriber’s administrators and, if requested, Subscriber’s board; preparing a written summary of the review session; and training Subscriber’s officials on the policy manual. The workshop with administrators consists of up to twelve hours. The Policy Review Session does not include a review of regulations or handbooks.

**2. Cost:** Subscriber will pay the required fee and any additional charges presented by invoice or other written statement within 45 days or such other time period authorized by law. The current fee methodology is described in the attached Payment Schedule.

**3. Schedule:** Upon receipt of the signed Agreement, the policy consultant assigned to the project will contact Subscriber to tentatively schedule the Policy Review Session and to obtain necessary materials and information from Subscriber. Subscriber must provide these materials to the policy consultant at least 30 days prior to the tentatively scheduled date in order for the consultant to confirm a final date for the review session.

**4. Termination:** Subscriber may terminate this Agreement at any time by giving 30 days’ prior written notice.

TASB may terminate this Agreement based on any of the following: (1) Subscriber’s failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) Subscriber’s failure to timely renew its separate TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days’ prior written notice before the date of this Agreement, TASB may, within its sole discretion, either terminate this Agreement or provide the services described in this Agreement; (3) Subscriber’s failure to timely renew its separate Policy Service Subscription Agreement (for school district subscribers only); (4) Subscriber’s failure to timely renew its separate Policy Updating Services Agreement; (5) Subscriber’s failure to fully and timely pay any undisputed amounts due for any additional “fee for services”; (6) Subscriber’s failure to confirm a Policy Review Session date within 180 days of entering into this Agreement; (7) Subscriber’s failure to address the summary or final policy recommendations within six months of receipt from Policy Service; or (8) TASB providing Subscriber 30 days’ prior written notice of termination.

Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.



In the event either party terminates this Agreement before the completion of services, Subscriber will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered.

**5. Use of Subscriber Information:** Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use any information and data obtained from Subscriber through this Agreement so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to Subscriber's information made confidential under law. Unless otherwise authorized in writing or required by law, TASB (1) will not disclose Subscriber's specific policies in a manner that identifies them as Subscriber's policies and (2) will not disclose any other Subscriber information in a manner that allows particular individuals to be associated with Subscriber's specific information. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

**6. Maintenance of Records:** TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act or other law. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records, including all policies developed under this Agreement.

**7. Relationship:** For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber's representative to consult with TASB Legal Services for legal advice on Subscriber's localized policy matters, and Subscriber appoints and consents to having TASB Legal Services provide such legal counsel for Subscriber.

**8. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICE PROVIDED THROUGH THIS AGREEMENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT PROVIDED IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY REGARDING THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH THE SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER'S REQUIREMENTS OR ALL GOVERNMENTAL REQUIREMENTS.**

**9. LIMITATION OF LIABILITY: TASB'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT.**

**10. Current Revenue:** Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available.

**11. Amendments:** TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Unless the amendment expressly states otherwise, a written amendment will not require the





Texas Association of School Boards • Policy Service  
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529

*Serving Texas Schools Since 1949*

signature of Subscriber or TASB. Subscriber’s continued use of the service provided through this Agreement or payment of the required fee will constitute acceptance.

**12. No Legal Advice:** The service provided through this Agreement is intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts or Education Service Centers, as appropriate for Subscriber. Nothing provided through this Agreement is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.


**13. Accessibility:** For the purposes of disabled users, Subscriber is solely responsible for website accessibility of documents created from the manipulation of TASB Policy Service materials.

**14. Governing Law:** This Agreement is governed by Texas law.

**15. Notices:** Any notice required by this Agreement shall be addressed to the party’s last address of record, as follows: (i) if to TASB, to the attention of the Director of TASB Policy Service; and (ii) if to Subscriber, to the attention of the chief executive officer or Subscriber’s designee.

**Wherefore,** you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party’s signature shall be valid as an original for all purposes.

**District’s name (Subscriber)** Frisco Independent School District

**Authorized signature:** 

**Printed name:** Daniel R. Stockton

**Title:** Executive Director of Government & Legal Affairs

**Date:** 8/28/2019

**Subscriber: Please sign and return to TASB Policy Service; retain a copy for your records.**

  
Gail Ayers, Assistant Director, Operations

7/19/2019  
Date Issued

TASB Policy Service  
Attn: Gail Ayers, Assistant Director, Operations  
P.O. Box 400, Austin, TX 78767  
512-467-3618 (fax)  
[Policy.Service@tasb.org](mailto:Policy.Service@tasb.org)



Texas Association of School Boards • Policy Service  
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529

*Serving Texas Schools Since 1949*

### Payment Schedule

#### Policy Review Session

Policy Review Session fee	\$2,600.00
Policy consultant's travel expenses to Subscriber's offices to conduct review session	Actual cost*
Review session materials	Actual cost
Actual workshop time with administrators (for time in excess of twelve hours, cumulative)	\$150.00 per hour

Policy changes resulting from the review session are NOT included in the fee stated in the Payment Schedule and will be billed separately as a Local District Update (LDU) under Subscriber's Policy Updating Services Agreement at current rates. The cost of the LDU will depend on the extent of policy changes necessary to bring the manual up to date. Rates quoted are valid for 90 days from TASB's issue date of this Agreement.

\*All travel expenses will be charged in accordance with TASB's standard staff travel policy, which is available for review upon request.