



LICENSE AGREEMENT AND TERMS & CONDITIONS OF SUBMISSION LCFF CONTENT LIBRARY

As indicated on the LCFF Content Library submission form:

The LCFF Content Library (Library) is a free repository of files on California's accountability and continuous improvement system. The Library is sponsored and curated by the California Collaborative for Educational Excellence (CCEE) as part of its responsibilities (i) to advise and assist county offices of education, school districts, and charter schools (collectively, local educational agencies or LEAs) in achieving the goals set forth in their LCAPs and (ii) to establish a statewide process to provide professional development training to LEAs for the purpose of successfully utilizing the California School Dashboard and the LCAP template.

Anyone may submit a file to be considered by the CCEE for inclusion in the Library. Whenever possible, each file is reviewed by at least one review team (a team may include representatives from county offices of education, statewide education associations, advocacy organizations, community-based organizations, and other entities selected by the CCEE), which then makes a recommendation to the CCEE. The CCEE ultimately determines whether to "accept," "accept with conditions," "hold," or "not accept" the file based on any recommendations offered by a review team as well as other factors including, but not limited to: the file's accuracy and accord with relevant laws and regulations; the file's applicability given the current needs of and practices in the field as determined by the CCEE; and whether the file is commensurate with the CCEE's overall mission. While all submissions are welcome, no file is guaranteed to be accepted into the Library and the CCEE, in its sole discretion, makes the final decision regarding whether and how to include a file in the Library. The CCEE also endeavors to regularly review the files in the Library in an effort to only maintain accurate and current content.

Your submission of FILE, as defined below, to the California Collaborative for Educational Excellence ("CCEE") for potential inclusion in the LCFF Content Library ("LIBRARY") is subject to the Terms and Conditions set forth below ("TERMS & CONDITIONS").

By submitting FILE for potential inclusion in the LIBRARY, you are agreeing to be bound by the TERMS & CONDITIONS, you are binding yourself, and any FILE owners including yourself (“OWNERS”), by the TERMS & CONDITIONS, and you are acknowledging that you have informed OWNERS of the TERMS & CONDITIONS prior to submitting FILE. Do not submit FILE to the LIBRARY if you or OWNERS are not aware of or do not accept the TERMS & CONDITIONS.

The TERMS & CONDITIONS set form below form a binding agreement between you, OWNERS, and CCEE once you submit FILE via email or online to CCEE for potential inclusion in the LIBRARY. Further, by submitting FILE you are acknowledging that you have received permission from OWNERS to submit FILE, that you have informed OWNERS of the TERMS & CONDITIONS prior to submitting FILE, and that OWNERS have agreed to be bound by the TERMS & CONDITIONS.

TERMS & CONDITIONS

1. Terminology. The term “FILE” shall refer to the electronic file submitted via email or online to CCEE for potential inclusion in the LIBRARY by SUBMITTER. The term “SUBMITTER” shall encompass the natural person submitting FILE as well as OWNERS, individually and collectively.
2. LCFF Content Library. CCEE is curating a repository of files on California’s accountability and continuous improvement system. The files are in various formats including, but not limited to, Word documents, Excel documents, PDFs, PowerPoint presentations, videos, and audio files. The files in the LIBRARY may be organized at the discretion of CCEE into collections of files (e.g., Trainers’ Collection).

Natural persons that desire to access the LIBRARY or specific collections within the LIBRARY may be required to register with CCEE as Registered Users. Registered Users shall be subject to one or more Registered User Agreements, which governs their access to the LIBRARY and/or specific collections within the LIBRARY. Any Registered User Agreement may require that a Registered User clearly attribute the use of the FILE, whether used in whole or in part, to SUBMITTER.

3. Grant of License. SUBMITTER hereby grants to CCEE, the non-exclusive, irrevocable, perpetual, worldwide, royalty-free right to use, publish, reproduce, distribute, display, license, store, modify, and create derivative works of FILE, and to incorporate a FILE, in whole or in part, into derivative works for distribution in any and all media, now known or later developed, and to license Registered Users to do any and all of the above. All rights, title, and interest in a FILE, including without limitation, any copyright, shall remain with the SUBMITTER. SUBMITTER reserves all rights in a FILE, except those granted herein to CCEE.
4. Warranties and Representations. SUBMITTER hereby represents and warrants to CCEE that:
(a) SUBMITTER has the exclusive right to use FILE and the copyright in FILE, free and clear of any liens, encumbrances, licenses or claims of any nature; (b) SUBMITTER has made no

agreement with respect to FILE or the copyright in FILE that is in conflict with these TERMS & CONDITIONS; (c) FILE is original and contains no material from other copyrighted or unpublished works, unless it is used with the written consent of the copyright owner and of the owner of any other right(s) to or in such other works; (d) FILE does not violate or infringe on any personal or property rights of others, whether common law or statutory; (e) FILE does not contain any personally identifiable information and/or student records; and (f) the SUBMITTER has full power and authority to agree to these TERMS & CONDITIONS.

5. Indemnification. SUBMITTER shall indemnify, defend, and hold CCEE harmless from any and all liability associated with, or arising from, SUBMITTER's inclusion of FILE in the LIBRARY and/or SUBMITTER's breach of any of the TERMS & CONDITIONS, including, but not limited to, the warranties and representations set forth in Paragraph 4 above.
6. Disclaimer/Limitation on Liability. SUBMITTER agrees that submission of FILE to the LIBRARY is voluntary and at SUBMITTER's sole risk. CCEE shall have no obligation to review FILE to ensure SUBMITTER's compliance with the TERMS & CONDITIONS. CCEE shall have no obligation to enforce the Registered User Agreement on behalf of SUBMITTER, particularly any requirement to attribute the use of FILE, whether used in whole or in part, to SUBMITTER. CCEE shall not be liable, and SUBMITTERS shall hold CCEE harmless, from any claims arising from the use of FILE by third parties, including Registered Users, or any disputes between the SUBMITTER and any third party. CCEE makes no representations or warranties that FILE submitted by SUBMITTER will be included in the LIBRARY or a particular collection, that FILE included in the LIBRARY will be without error; or that unauthorized third parties will not access FILE. CCEE shall not be responsible for any damages arising out of SUBMITTER's submission of FILE, the inclusion/exclusion of FILE from the LIBRARY, and/or the use or access of FILE by Registered Users and/or by unauthorized third parties. CCEE may discontinue, suspend, alter or revise the LIBRARY or a particular collection at any time.
7. Hosting Platform. CCEE is currently using Box.com to host the LIBRARY. By submitting FILE to the LIBRARY, SUBMITTER is agreeing to be bound by the Box.com Terms of Service (<https://www.box.com/legal/termsofservice>), the Box.com Privacy Policy (<https://www.box.com/legal/privacypolicy>), any other applicable requirements established by Box.com (collectively, "Box Policies"), and any future modifications to Box Policies. SUBMITTERS are responsible for reviewing the Box Policies, which are currently found at the URLs in the footnotes. CCEE shall not be liable, and SUBMITTER shall hold CCEE harmless, regarding any disputes between the SUBMITTER and Box.com. CCEE reserves the right to use a different platform to host the LIBRARY, or host the LIBRARY on its own servers. SUBMITTER agrees to be bound by the policies of any new host and/or the policies as may be developed by CCEE. CCEE will provide a link or make such new policies available on this website.
8. No Compensation. SUBMITTER shall not receive any compensation for submitting FILE to the LIBRARY. Any costs incurred by SUBMITTER in the preparation or submission of FILE shall be the sole responsibility of the SUBMITTER.

9. Governing Law. The validity, interpretation, construction and performance of these TERMS & CONDITIONS shall be governed by the laws of the State of California, with venue as determined by CCEE unless otherwise governed by the laws of the State of California.
10. Severability. If any provision in these TERMS & CONDITIONS is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
11. Joint Venture. It is not intended by these TERMS & CONDITIONS to, and nothing contained in these TERMS & CONDITIONS shall, create any partnership, joint venture or other agreement between CCEE and SUBMITTER.
12. Future Revisions. CCEE reserves the right to revise these TERMS & CONDITIONS from time to time and SUBMITTER agrees to be bound by any revisions. CCEE will date and post the most current version of these TERMS & CONDITIONS on the CCEE website. Any changes will be effective upon posting the revised version of these TERMS & CONDITIONS (or such later effective date as may be indicated). No other notice is required to be provided to SUBMITTER. SUBMITTER is encouraged to review these TERMS & CONDITIONS each time SUBMITTER submits a file.