



CALIFORNIA CONTENT LIBRARY: TRAINERS' COLLECTION

Terms & Conditions of Use

Effective Date: November 21, 2017

The California 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 Local Control and Accountability Plans ("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.

The Trainers' Collection ("COLLECTION") of the LIBRARY contains files designed for Local Trainers, individuals who regularly train others on California's accountability and continuous improvement system. The files in the COLLECTION are to be used or, if necessary based on local needs, modified for use by Local Trainers in their trainings on California's accountability and continuous improvement system. Access to the Collection is restricted to Local Trainers for the purpose supporting alignment in such trainings.

Upon accessing the COLLECTION, the User Terms & Conditions of Use set forth below ("TERMS & CONDITIONS") form a binding agreement between you and CCEE. By accessing the COLLECTION: (i) you agree to be bound by these TERMS & CONDITIONS; and (ii) you agree to inform any person or entity that employs or contracts with you, or any person or entity that does so in the future, to provide or support one or more trainings on California's accountability and continuous improvement system that the person or entity is bound by these TERMS & CONDITIONS.

Do not access the COLLECTION if you do not accept these TERMS & CONDITIONS.

TERMS & CONDITIONS OF USE

1. Terminology. The term "USER" shall refer to an individual who has been granted access to the COLLECTION and the privilege to review and downloading FILES.

The term "FILE" shall refer to an electronic file found in the COLLECTION that is available for review and/or download by USER. FILES may be in various formats including, but not limited



to, Word documents, Excel documents, PDFs, PowerPoint presentations, videos, and audio files.

The term “ORIENTATION” refers to an in-person, meeting in which CCEE staff provides, among other things, an overview of (i) these TERMS & CONDITIONS and (ii) how to access, search, and download FILES from the COLLECTION.

The term “SUBMITTER” shall refer to the person(s) or entity(s) who own(s) a FILE and submitted the FILE for inclusion in the COLLECTION.

2. Grant of License. Upon attending an ORIENTATION, CCEE shall grant USER a non-exclusive, non-transferable, revocable, worldwide, royalty-free right to review, download, use, publish, reproduce, distribute, display, store, modify, and create derivative works of any FILE, and to incorporate any FILE, in whole or in part, into derivative works for distribution in any and all media, now known or later developed, subject to Paragraph 4, and USER is granted no other rights or interests in the FILE.
3. Term. Upon attending an ORIENTATION, USER is granted access to view and download FILES in the COLLECTION for twelve (12) months from the date of the ORIENTATION. Should USER continue to use previously-accessed FILES beyond the twelve-month period, such use will remain subject to Paragraph 4, including adherence to the Use Conditions therein.
4. Use Conditions. USER hereby represents and warrants that s/he will abide by the following conditions for accessing the COLLECTION, reviewing a FILE, downloading a FILE, and/or using and/or modifying a FILE:
 - A. Attribution. USER shall ensure that clear and proper attribution to the SUBMITTER is included when using a FILE in any way. This condition means that a person attending a training in which a modified FILE is used, in whole or in part, must be able to easily discern the SUBMITTER of the FILE. This requirement shall be deemed to be satisfied if USER all modifies the files to include the following language in sufficient frequency to ensure proper attribution of all content that originates from the FILE: “The original version of this file was created by the [Name of SUBMITTER (e.g., California Collaborative for Educational Excellence)].” USER may choose, at his/her risk, to use other language or another means to ensure that clear and proper attribution to the SUBMITTER.



- B. Modifications. USER shall ensure that any modification (including the removal of content or the addition of new content) made by USER that results in content that is inconsistent with or could be understood to be inconsistent with any content from the unmodified FILE is clearly identified as such in the FILE itself. This condition means that a person attending a training in which a modified FILE is used, in whole or in part, must be able to easily identify any content that it inconsistent with the content found in the unmodified version of the FILE. This requirement shall be deemed to be satisfied if USER includes the following language in sufficient frequency to ensure that all content that is inconsistent with or could be understood to be inconsistent with any content from the unmodified FILE is clearly identified as such: “Some of the content contained in this [file/page/slide/etc.], may be inconsistent with the content from original version of this file.” USER may choose, at his/her risk, to use other language or another means to ensure that all content that is inconsistent with or could be understood to be inconsistent with any content from the unmodified FILE is clearly identified as such.
- C. Access and Sharing. USER shall not give any other person access to the COLLECTION and shall not share an editable version of a FILE with any other person, in whole or in part, regardless of whether the USER has modified the FILE, unless that person has attended a training in which the FILE was presented. This condition means that only a person attending a training in which a FILE is used, in whole or in part, regardless of whether the USER has modified the FILE, can be given the editable version of the FILE. For purposes of this paragraph, a “non-editable” file only includes an audio file (e.g., “.mp3”), a video file (e.g., “.avi”), an image file (e.g., “.jpeg”), or a PDF file.
- D. Fees. USER shall not use any FILE, in whole or in part, regardless of whether the USER has modified the FILE, as part of any training in which (i) attendees are required to pay a fee, and (ii) the USER or the entity which employed or contracted with the USER to provide the training receives financial compensation for doing so, in addition to any regular salary which the USER would otherwise be due.
- E. Feedback. USER shall provide feedback to CCEE through the completion of a survey, to be administered quarterly, and, if requested, participate in focus groups.
- F. Questions. USER shall send any questions regarding one or more of these Use Conditions via email to cacontentlibrary@ccee-ca.org and shall wait to receive a response that satisfies the USER prior to using any FILE, in whole or in part, regardless of whether the USER has modified the FILE, in any training. The Frequently Asked Questions appended to



these TERMS & CONDITIONS, and incorporated into these TERMS & CONDITIONS, may provide a satisfactory response to some USER questions.

5. Revocation of Access. CCEE reserves the right to revoke, without cause, the access of any USER to the COLLECTION without the need to provide USER with an explanation for the revocation. CCEE also may revoke the access of any USER to the COLLECTION for a violation and/or failure to adhere to any of these TERMS & CONDITIONS. The determination of whether a USER violates or fails to adhere to any of these TERMS & CONDITIONS is final and is in the sole discretion of CCEE.
6. Indemnification. USER shall indemnify, defend, and hold CCEE harmless from any and all liability associated with or arising from USER's breach of any of these TERMS & CONDITIONS and/or USER's review, download, or use of a FILE or the content contained within a FILE.
7. Disclaimer/Limitation on Liability. USER agrees that accessing the COLLECTION and the review, downloading, or use of any FILE is voluntary and at USER's sole risk and that the CCEE shall have no obligation to review the USER's use of the FILE or to ensure USER's compliance with these TERMS & CONDITIONS. Notwithstanding any attempt by CCEE itself or through others to provide FILEs that contain accurate content, CCEE does not warrant or guarantee, in any way, that the content in a FILE is accurate or shall remain accurate. If USER believes any content to be inaccurate, please email caschoollibrary@ccee-ca.org.

CCEE shall not be liable for, and USER shall hold CCEE harmless, from any claims arising from the review, download, or use of any FILE by third parties, whether brought by SUBMITTERS and/or other USERS, or any disputes involving the same. CCEE shall not be responsible for any damages arising out of USER's review, download, or use of any FILE. CCEE reserves, without limit and without notice, the right to discontinue, suspend, alter or revise the COLLECTION or a particular FILE at any time.

8. Hosting Supports and Platform. The COLLECTION is currently being supported and hosted through Box.com and Amazon Web Services ("AWS"). By accessing the COLLECTION, USER is agreeing to be bound by the Box.com [Terms of Service](#), the Box.com [Privacy Policy](#), any other applicable requirements established by Box.com (collectively, "Box Policies"), and any future modifications to Box Policies. By accessing the COLLECTION, USER is also agreeing to be bound by the AWS Service Terms, the AWS Activate Terms & Conditions, the AWS Privacy Policy, and any other applicable requirements established by AWS (collectively, "AWS Policies"), and any future modifications to AWS Policies.



USERS are responsible for reviewing the Box Policies and the AWS Policies, some of which are currently found at the above-hyperlinked URLs. CCEE shall not be liable, and USER shall hold CCEE harmless, regarding any disputes between USER and Box.com and/or AWS. CCEE reserves the right to use a different platform to host the COLLECTION, or host the COLLECTION on its own servers. USER agrees to be bound by the policies of any new host and/or the policies as may be developed by CCEE. Beyond providing a link or making such new policies available on this website, CCEE is under no obligation, and USER shall not expect CCEE to be under an obligation, to notify USER of any change in Box Policies AWS Policies or other policies that relate to the platform that hosts the COLLECTION.

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 USER.
12. Future Revisions. CCEE reserves the right to revise these TERMS & CONDITIONS from time to time and USER agrees to be bound by any revisions, regardless of when USER first accessed the COLLECTION. 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) and such TERMS & CONDITIONS are immediately applicable to all FILES and USERS. No other notice is required to be provided to USER. USER is encouraged to review these TERMS & CONDITIONS each time USER accesses the COLLECTION.



TERMS & CONDITIONS OF USE

Frequently Asked Questions

Question 1: I am offering a training and have modified a word document created by the CCEE. The original version of the word document includes the CCEE logo in the header. My modifications required me to remove the logo. Instead, I am adding the statement: “The original version of this document was created by the California Collaborative for Educational Excellence.” Am I permitted to use this modified file in the training?

Response 1: Yes, you are permitted to use this modified file in your training. Under Paragraph 4.A of the Terms & Conditions, a user shall ensure that clear and proper attribution to the owner of the file is included when modifying a FILE in any way. Paragraph 4.A of the Terms & Conditions states that adding the statement “The original version of this document was created by the California Collaborative of Educational Excellence” to the file will satisfy this condition.

Question 2: I want to present a free, online webinar and use a PowerPoint file from the Collection in the webinar. Am I allowed to post the file online for webinar attendees to access (without any restrictions) if I transform it into a PDF file?

Response 2: Yes, you are allowed to post the file online since you are transforming it into a PDF file. Under Paragraph 4.C of the Terms & Conditions, a user shall not share a non-PDF version of a file, in whole or in part, regardless of whether the user has modified the file, with any other person unless that person has attended a training in which the file was presented. By posting the file online without any restrictions, any person can access the file without attending the webinar. Thus, only PDF files can be posted in this way.

Question 3: I recently presented a free, online webinar and used a PowerPoint file from the Collection in the webinar. I recently received a request for the PowerPoint file from someone who registered but did not attend the webinar. Am I allowed to share the file – as a PowerPoint file – with this person if either (i) this person views the archived video of the webinar or (ii) I offer a one-on-one training to this person where I cover the same content as the webinar?

Response 3: Yes, you are allowed to share the PowerPoint file if (i) this person views the archived video of the webinar or (ii) you offer a one-on-one training to this person where you cover the same content as the webinar. Under Paragraph 4.C of the Terms & Conditions, a user shall not share a non-PDF version of a file, in whole or

in part, regardless of whether the user has modified the file, with any other person unless that person has attended a training in which the file was presented. By viewing the archived webinar and/or by attending the one-on-one training, this person has attended a training in which the file was presented.

Question 4: I am presenting at the Annual Education Conference put on by the California School Boards Association. Participants must pay to attend the conference. However, neither I nor my employer are being paid to present. Am I permitted to use files from the Collection in my presentation?

Response 4: Yes, you are permitted to use files from the Collection in your presentation. Under Paragraph 4.D of the Terms & Conditions, a user shall not use any file, in whole or in part, regardless of whether the user has modified the file, as part of any training if both of the following two provisions are met: (i) attendees are required to pay a fee and (ii) the user or the entity which employed or contract with the user to provide the training receives financial compensation for doing so, in addition to any regular salary which the USER would otherwise be due. Here, the first provision is met because attendees are required to pay a fee to attend the conference. However, the second provision is not met since neither you nor your employer are being paid to present.

Question 5: I am offering a training where my employer is only charging to recoup the cost of food. Am I permitted to use files from the Collection in this training?

Response 5: No, you are not permitted to use files from the Collection in this training. Under Paragraph 4.D of the Terms & Conditions, a user shall not use any file, in whole or in part, regardless of whether the user has modified the file, as part of any training if both of the following two provisions are met: (i) attendees are required to pay a fee and (ii) the user or the entity which employed or contract with the user to provide the training receives financial compensation for doing so. Here, both provisions are met – attendees are required to pay a fee and your employer is being paid the fee. The reason for or size of the fee does not matter.

Question 6: I am offering a training and I would like to use a documents that states on one page that “Charter schools are not required to establish a parent advisory committee as part of their LCAP process.” I have modified the page to state that “Charter schools must establish a parent advisory committee as part of their LCAP process” and have added “Some of the content contained in this page may



**be inconsistent with the content from original version of this file” to the footer.
Am I permitted to use this modified file in this training?**

Response 6: Yes, you are permitted to use this modified file in your training. Under Paragraph 4.B of the Terms & Conditions, a user shall ensure that any modification (including the removal of content or the addition of new content) to a file that results in content that is inconsistent with or could be understood to be inconsistent with any content from the unmodified file must clearly identified the inconsistency as such. Paragraph 4.B of the Terms & Conditions states that adding the statement “Some of the content contained in this page may be inconsistent with the original content” will satisfy this condition.