



LICENSING AGREEMENT

This Agreement effective **July 1, 2018**, is made and entered into by **Ventura County Schools Business Services Authority** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$2,145**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **waived**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. The document setup fee is waived for the Ventura County Schools Business Services Authority.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: May 15, 2018

Licensee

By: _____

Date: _____



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2018 School Accountability Report Card, English (Custom Template)
2. 2018 School Accountability Report Card, Spanish (Custom Template)
3. 2018 Single Plan for Student Achievement (CDE Template)
4. 2018 Local Educational Agency Plan (CDE Template)
5. Others to be identified as needed.



Exhibit B

The following Districts/Schools have been identified as participants in the Ventura County Schools Business Services Authority DTS Consortium:

District	School
Ventura County Schools Business Services Authority	Coordinator Account*
Ventura County Schools Business Services Authority	ACE Charter High School
Ventura County Schools Business Services Authority	Bridges Charter School
Ventura County Schools Business Services Authority	Meadow Arts & Technology Elementary School
Ventura County Schools Business Services Authority	River Oaks Academy***
Ventura County Schools Business Services Authority	Ventura Charter School of Arts and Global Education**
Briggs Elementary School District	Briggs Elementary School
Briggs Elementary School District	Olivelands Elementary School
Mesa Union Elementary School District	Mesa Elementary School
Mupu Elementary School District	Mupu Elementary School
Santa Clara Elementary School District	Santa Clara Elementary School
Somis Union Elementary School District	Somis Elementary School

* Coordinator Account enables District/COE level staff to view school documents, track school plan update progress and extract school plan data as well as complete LEA level plans.
 ** Added on 12/15/11
 *** Added on 5/31/15



May 15, 2018

Ventura County Schools Business Services Authority
5189 Verdugo Way
Camarillo, CA 93012
Re: Document Tracking Services

INVOICE #9300109

Pursuant to the licensing agreement between Ventura County Schools Business Services Authority and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/18 to 6/30/19]: \$2,145
11 sites
\$250 per site, discounted to \$195 per site
License Agreement includes 5 documents

Translation Services

2018 Spanish School Accountability Report Card: \$1,125
\$125/SARC x 6 School Accountability Report Cards
Based on 2018 SARC translation purchase
1. Architecture, Construction & Engineering Charter High (ACE)
2. Bridges Charter School
3. Briggs Elementary School
4. Mesa Elementary School
5. Mupu School
6. Olivelihoods Elementary School
7. River Oaks Academy
8. Somis Elementary School
9. Ventura Charter School of Arts and Global Education

Total Balance Due: \$3,270

Please Make Checks Payable To: Document Tracking Services. Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)