

**CONTRACT NAME: AGREEMENT BETWEEN
SOFTCARESYSTEMS AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Softcaresystems and DJUSD provides a software program which allows the Children's Center to track and submit student information to the state.

The term of this contract is from July 1, 2016 to June 30, 2017. The cost of the program is \$300 and is allocated in the site budget.

Softcaresystems
40 Ramble Creek Drive
Cotati, CA 94931
(707) 280-9144

September 26, 2016

Yearly Service Contract

Service Provider: Softcaresystems - ChildCare App

Agency: Davis Joint Unified School District

Terms and Conditions:

Softcaresystems shall provide email and phone support for the ChildCare App Computer program as installed at the agency according to their user license agreement. Currently the agency user license is for a single user.

Support will also include free access to all program updates and revisions.

Revisions will be available only via the softcaresystems web site at

www.softcaresystems.com.

The service contract extends from July 1, 2016 to June 30, 2017.

Purchase price is \$300.00 per year for the single user license.

For Softcaresystems :

Ben T. Choate – Principal



9/26/16

Agency:



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

John A. Bowes, Ed.D.
Superintendent

526 B Street • Davis, CA 95616 • (530) 757-5300 • FAX: (530) 757-5323 • www.djUSD.net

RELATIONSHIP OF COMPANY:

Ben Choate shall perform the provisions of this agreement as an independent contractor and shall not be considered an agent of Davis Joint Unified School District (DJUSD), nor shall Ben Choate be considered an employee of DJUSD. Nothing contained in this agreement shall be construed to (i) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Ben Choate acknowledges (a) that its employees and/or contractors are not entitled to any benefits accorded to DJUSD's employees, including workers' compensation, disability insurance, vacation, or sick pay, and (b) that they shall be responsible for providing their personnel with disability, workers' compensation, or other insurance.

INDEMNIFICATION:

Insofar as permitted by law, DJUSD shall assume the defense and hold harmless Ben Choate and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, Ben Choate shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of Ben Choate, its officers, agents or employees, arising out of their performance under the terms of this agreement.

By: _____

BEN CHOATE

Date: 9/20/16