

**CONTRACT NAME: AGREEMENT BETWEEN PEACHJAR, INC. AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: Peachjar is an automated service that provides delivery of digital flyers to parents. These digital flyers would contain important information about school-related activities. District-approved content would be accessible to parents via the school website or email.

FISCAL IMPACT: The cost of this service is included in the 2018-2019 budget.



Approved

OA VCN 9.4

13290 Evening Creek Drive South, Ste 200
San Diego, CA 92128

Contact Name	Laura Juanitas	Created Date	6/4/2018
Account Name	Davis Joint USD	Quote Number	PJ-18060411147
Bill To	526 B St. Davis, CA 95616	Expiration Date	6/15/2018
Peachjar Representative	Valerie Wilson	Service Start By Date	7/15/2018

Product	Product Description	List Price	Sales Price	Quantity	Total Price
Peachjar Service License Fee	12-month Unlimited Use Service includes automated email distribution of flyers approved by District and posting, storage, and management of flyers in school-specific web pages and folders located on a website owned by Peachjar and accessible to parents, school staff, and District staff; access and use of Peachjar's digital flyer approval management system.	\$750.00	\$750.00	19.00	\$14,250.00
Discount on Service License Fee	Promotional Discount: Subject to (1) District executing the attached Order Authorization on or before the expiration date shown above and (2) District completing all "Actions to be Conducted by District" as stated in Section 4 of the attached Order Authorization on or before the Service Start by Date, Peachjar agrees to offer a per school discount from its standard Peachjar Service License Fee.	\$0.00	(\$250.00)	19.00	(\$4,750.00)
Community Free Flyer Posting Policy	Peachjar agrees to allow local community organizations to distribute their digital flyers to nearby schools at no cost when promoting a free event or activity that does not encourage participants to join a fee-based program, or include the opportunity to purchase products or services. This service fee waiver for local community organizations shall be made upon request, is not based on the organization's non-profit status, and is subject to Peachjar's Community Free Flyer Posting Policy that includes a limitation for organizations using Community Free flyer posting and/or distribution to 1 posting every 30 days for up to 25 schools.	\$0.00	\$0.00	19.00	\$0.00

Total Fees

Total Price \$9,500.00

Initial Here:**Peachjar Order Authorization****Acknowledgements**

Peachjar, Inc. ("Peachjar") will provide District with access and use of Peachjar's digital flyer management system (the "Service") as further described in the attached Quote, subject to the below terms and conditions. This Order Authorization, together with the attached Quote, shall constitute the entire "Agreement."

1. License Grants. Subject to the terms of this Agreement, (1) Peachjar grants District a non-exclusive, non-transferable limited license to use the Service for the approval and distribution of informational digital flyers, and (2), District grants Peachjar a non-exclusive, non-transferrable license to use District data only to the extent necessary to provide the Service as described under Section 3 (Authorized Use & Purpose) below. Such license shall survive the termination of this Agreement for a period of up to 12 months, solely for storing backup District data.

2. Fees. District shall pay the Total fee of \$9500 listed at the bottom of the attached Quote which shall be due 30 days after District executes this Order Authorization. Should District fail to implement the Service on or before the Service Start By Date shown above because it has not fulfilled the Obligations & Actions to be Conducted by District (as set forth



below), District agrees to be invoiced and pay a "Late Start Fee" of \$100 per school (\$100 multiplied by the number of schools shown in the Quantity column on the attached Quote), which shall be due 30 days from invoice date. A Late Start Fee shall not apply if District's delay to implement the Service is caused by an Act of God or an event outside of the District's control. There shall be no fee for future renewals in subsequent renewal terms/years. All fees are non-refundable.

3. Authorized Use & Purpose. In conjunction with Section 1 (License Grant) above, unlimited use of the Service shall be provided to District staff, school staff, and the authorized parent group(s) at each school subject to Peachjar's [Terms of Use Policy](#) as set forth on its website. Peachjar will be compensated from external organizations that choose to contract directly with Peachjar for posting and email distribution of their digital flyers through the Service subject to District flyer approval (for which Peachjar has no authority or responsibility over). Peachjar will be solely responsible for billing and collection from such external organizations. District agrees that all participating schools will not distribute paper flyers from external organizations or post/distribute digital flyers from external organizations in a manner that would circumvent Peachjar's compensation. However, schools may place paper copies of flyers in the school office area. Additionally, schools may distribute paper flyers from any source provided that such paper flyer distribution is done in conjunction with digital flyer distribution through the Service. Peachjar will ensure that no digital flyers from external organizations shall be emailed to parents/legal guardians or posted to school webpages through the Service without District approval. District understands and agrees that in conjunction with posting and distributing digital flyers, Peachjar enables communications between approved organizations and parents/legal guardians for the purposes of facilitating sign-ups, providing supplies that may be necessary for participation in activities, and enabling parents/legal guardians to access additional information. Under no circumstances will Peachjar sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data.

4. Obligations & Actions to be Conducted by District. Prior to the Service Start By Date, District agrees to: (i) place an approved Peachjar button (logo with link) on the home page of each school's website; (ii) implement processes to ensure District's Student Information System (SIS) contains a comprehensive list of parent/legal guardian email addresses; (iii) use Peachjar's secure file transfer process to load into the system a full list of all parent/guardian email addresses and update this list to Peachjar through SFTP at least once every 90 days; (iv) place information on the District website to inform external organizations of the Peachjar Service and (v) provide Peachjar with a current contact list of external organizations who have previously distributed flyers.

5. Term and Termination. This Agreement shall commence immediately upon execution of this Order Authorization by District, and continue for one year after the Service Start Date. This Agreement shall automatically renew on the anniversary of the Service Start Date for successive one (1) year periods unless either party provides written notice to the other of its desire not to renew at least 30 days prior to the end the then-current term.

6. Confidentiality and Protection of Information. Peachjar shall use commercially reasonable efforts to ensure that District data will be safeguarded against loss or theft, as well as unauthorized access, disclosure, copying, or use. Peachjar warrants that it complies with FERPA regulations and will not sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data unless required by law, regulation or court order. District represents and warrants that District shall not deliver student email addresses to Peachjar to ensure COPPA compliance and shall maintain confidentiality regarding all pricing terms of this Agreement.

7. Indemnity & Limitations of Liability. District recognizes that Peachjar does not verify the accuracy of information nor filter/review/approve the content that is contained in the digital flyers or provided to District by third-party organizations as part of the digital flyer approval process. The parties shall defend, indemnify, and hold each other harmless from any and all claims, demands, causes of action, lawsuits, liabilities, damages and expenses (including reasonable attorneys fees) arising from the acts or omissions of the other party, its officers, directors, shareholders, employees and agents and sub-agents, and of any other person or persons acting under its or their direction and control, or of any of them. Neither party shall be liable for any indirect, incidental, special or consequential damages arising out of or in connection with this Agreement, and each party's aggregate liability hereunder shall not exceed the amount of the fees paid or payable by District to Peachjar within the prior 12 months preceding the claim.

Agreed and acknowledged by the following District Authorized Signer:

Signature:

Date:

Name: **Bruce E. Colby**

Title: **Chief Business Officer**



Policies & Terms

Flyer Posting

Effective February 9th, 2016

Schools and Parent Groups

Use of Peachjar is provided for free to district staff, school staff and authorized parent groups for the distribution of noncommercial, school-related eflyers. The district is not authorized to post eflyers through the system on behalf of, or for the benefit of, any external organizations.

Community Organizations and Enrichment Providers

All community organizations and enrichment providers (both for-profit and non-profit) are subject to Peachjar's service fees. Payment of Peachjar's flyer posting service fee is non-refundable once the transaction is completed. Should an external organization's flyer be denied, the posting organization will be notified electronically and a refund will be provided as an account credit after 24 hours.

Peachjar's Community Free Program – Terms & Conditions

Peachjar provides its Community Free Program to program providers residing within the boundary of a school district who is under contract with Peachjar with the inclusion of the Community Free Program. Peachjar's service fees will be waived for local program providers who are promoting a free program or event that does not entice participants to join a fee- based program, or purchase products or services. All flyers submitted for free distribution will be reviewed by Peachjar for verification of eligibility.

- The program provider may only distribute one time every 30 days
- The flyer duration is not to exceed one month (30 days)
- Flyer distribution is limited to a maximum of 25 schools

If a program provider wishes to distribute to more schools or more frequently than a Community Free account allows, the program provider may register for a standard paid account (Program Provider) with a different email address and distribute the remaining flyers through that account.

Flyer Content and Removal

Peachjar reserves the right to remove flyers with content that it deems inappropriate, in violation of the law, counter to contractual agreements, in violation of the Terms of Use, posted beyond the stated date of the event, or for general misuse, as defined solely by Peachjar staff. We do not accept responsibility to do the same, and failure to do so shall not invalidate these terms for future

Privacy

Effective February 9th, 2016

Peachjar is committed to keeping your personal information protected. We do not sell or share user data to any third party where not required by law. We protect personal information using reasonable security safeguards against loss, theft, unauthorized access, disclosure, copying, use, and modification. Only school/district-approved flyers are posted and distributed through this system.

Terms & Conditions

Effective February 9th, 2016

1. Terms

By accessing PEACHJAR, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

2. Policies

The materials on PEACHJAR's web site are provided "as is". PEACHJAR makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, PEACHJAR does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

PRIVACY POLICY

At Peachjar your time and your privacy are important to us. We are committed to keeping your information protected. We do not share or sell user data to any third party where not required by law. We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We will make readily available to customers information about our policies and practices relating to the management of personal information.

COMMUNICATIONS POLICY

Peachjar keeps parents informed of various school events, programs, and activities by sending electronic flyers ("eflyers") to registered users via email on a frequent basis. You agree to receive such email communication from Peachjar.

TERMS OF USE POLICY

Peachjar allows for user uploaded content and reserves the right to remove content that is deemed inappropriate, in violation of the law, counter to contractual commitments, or for general misuse as defined solely by Peachjar staff. We do however accept no responsibility to do the same, and failure to do so in no way obviates the terms for future applicability.

You represent and warrant that: (i) you either are the sole and exclusive owner of all images and other content contained in the flyer(s) you upload to the site, or you have all rights, licenses, consents, and releases that are necessary to grant to Peachjar the rights of such content, as contemplated under these Terms of Use; and (ii) neither the images and other content of the flyers you upload to the site, nor your posting, uploading, publication, submission, or transmittal of said flyers or Peachjar's use of such images and other content of said flyers (or any portion thereof) on, through or by means of the site, application and the services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy.

Paid flyers with a posting duration longer than one month (30 days) include redelivery each month. Content that may be posted and distributed through this website is described below:

SCHOOLS AND PARENT GROUPS

Posting and distributing informational flyers is offered as a free service to schools and each school's authorized parent group(s). Peachjar encourages schools and parent groups to post and distribute all school-related, non-fee based flyers. If a flyer describes an activity or event with a fee, all of the following criteria must be met in order for the flyer to be posted without charge.

- The activity/participation fee must be payable to a school, a school district, or a school's authorized parent group/foundation, and
- The activity must be conducted by school/district staff, or parent group volunteers

COMMUNITY ORGANIZATIONS AND ENRICHMENT PROVIDERS

All community organizations and enrichment providers (both for-profit and non-profit) are subject to Peachjar's service fee.

FLYER REVIEW AND PAYMENT POLICY

External organizations uploading a flyer to the Enrichment Programs Section recognize their flyer is subject to review and approval by the school(s)/district(s) where they seek to post and distribute their flyer. In order for the school district to determine whether the organization's flyer meets school district requirements for flyer approval, the external organization's account information may be viewed by school district staff during the flyer approval process and as part of reports provided to school districts. The decision to approve or deny a flyer is solely determined by the controlling school(s)/district(s). Payment of Peachjar's flyer posting service fee is non-refundable once the transaction is completed. Should an external organization's flyer be denied, the posting organization will be notified electronically and a refund will be provided as an account credit after 24 hours. This delay enables the controlling school/district to undo their action and subsequently approve a flyer without the need for the external organization to repeat the uploading and checkout process. If the controlling school/district requests that a change be made to the submitted flyer, the external organization may click the "Return Credits" button on the "My Flyers" page to immediately process an account credit.

Peachjar does not verify the authenticity of information provided by posting organizations that is available for review by school district staff during the flyer approval process.

DATA ANALYTICS POLICY

We may collect information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports. This is statistical data about our users' browsing actions and patterns, and does not identify any individual. Google Analytics is a web analytics tool that helps website owners understand how visitors engage with their website. Google Analytics customers can view a variety of reports about how visitors interact with their website so that they can improve it. Like many services, Google Analytics uses first-party cookies to track visitor interactions as in our case, where they are used to collect information about how visitors use our site. We then use the information to compile reports and to help us improve our site. Cookies contain information that is transferred to your computer's hard drive. These cookies are used to store information, such as the time that the current visit occurred, whether the visitor has been to the site before and what site referred the visitor to the web page. Google Analytics collects information anonymously. It reports website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page

3. Limitations

Peachjar is committed to keeping your personal information protected. We do not sell or share user data to any third party where not required by law. We protect personal information using reasonable security safeguards against loss, theft, unauthorized access, disclosure, copying, use, and modification. Only school/district-approved flyers are posted and distributed through this system.

4. Revisions and Errata

The materials appearing on PEACHJAR web site could include technical, typographical, or photographic errors. PEACHJAR does not warrant that any of the materials on its web site are accurate, complete, or current. PEACHJAR may make changes to the materials contained on its web site at any time without notice. PEACHJAR does not, however, make any commitment to update the materials.

5. Links

PEACHJAR has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by PEACHJAR of the site. Use of any such linked web site is at the user's own risk.

6. Site Terms of Use Modifications

PEACHJAR may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

7. Governing Law

Any claim relating to PEACHJAR web site shall be governed by the laws of the State of California without regard to its conflict of law provisions.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

(pricing.html)



13290 Evening Creek Dr #200 San Diego, CA 92128 (<https://goo.gl/maps/p8VJXoB6Tt32>)

☎ (858) 997-2117 (tel:1-858-997-2117)

✉ gogreen@peachjar.com (mailto:gogreen@peachjar.com)

COMPANY

[ABOUT US \(ABOUT-US.HTML\)](#)

[CAREERS \(CAREERS.HTML\)](#)

[PRESS \(PRESS.HTML\)](#)

[BLOG \(HTTPS://BLOG.PEACHJAR.COM/BLOG\)](https://blog.peachjar.com/blog)

CONNECT WITH US

 (<https://www.instagram.com/peachjarinc>)

 (<https://www.twitter.com/peachjarinc>)



(<https://www.facebook.com/pages/Peachjar/18570>)

 (<https://www.linkedin.com/company/peachjar>)

NAVIGATE

[SCHOOLS \(SCHOOLS.HTML\)](#)

[PROGRAM PROVIDERS \(PROGRAM-PROVIDERS.HTML\)](#)

[PARENTS \(PARENTS.HTML\)](#)

NEED INFORMATION?

[CONTACT US \(CONTACT-US.HTML\)](#)

[FAQS \(FAQS.HTML\)](#)

- TERMS (PRIVACY-POLICY-TERMS.HTML#TERMS)
- PRIVACY (PRIVACY-POLICY-TERMS.HTML#PRIVACY)
- ACCESSIBILITY (PRIVACY-POLICY-TERMS.HTML#ACCESSIBILITY-HASH)

