

# FY 22/23 EDJOIN Service Agreement

This EDJOIN Service Agreement (hereinafter "Agreement") is by and between Motivated Youth Academy\* which seeks to use EDJOIN services (hereinafter "Employer") whose name, address and other information appears herein this Agreement, and CodeStack, (hereinafter "SJCOE/CodeStack"), a department of the San Joaquin County Office of Education with its principle place of business at 2901 Arch-Airport Road, Stockton, CA 95206.

WHEREAS, upon subscribing to the EDJOIN service, in accordance with the terms of this Agreement, the Employer will be able to post jobs on the EDJOIN web site, accept online applications via the EDJOIN web site, use EDJOIN Applicant Tracking features, and search the EDJOIN applicant bank.

NOW, THEREFORE, In consideration of the foregoing premises and the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SJCOE/CodeStack and Employer, intending to be legally bound, hereby agree as follows:

## Section 1: Employer's Duties

Employer agrees that it will not perform or fail to perform any act which would violate federal, state, or local law. Employer also agrees NOT TO MAKE UNSOLICITED contact to EDJOIN applicants to promote any services or products. This action is grounds for immediate termination of your account. You will also be in violation of this Agreement and subject to legal action.

## Section 2: Service Fees and Charges

In addition to Employer's other duties set forth in this Agreement, Employer shall pay all fees and charges - as set forth in the invoice below

## Section 3: Payment Policy

Employer shall pay to SJCOE/CodeStack the total fees, as defined in Section 2 above, upon signing this Agreement. Employer agrees that SJCOE/CodeStack shall terminate service if SJCOE/CodeStack does not receive payment for the total fees within sixty (60) days from the signing of this Agreement.

## Section 4: Service Cancellation

Employer may at any time cancel this contract upon written notice to SJCOE/CodeStack. The service fee is not refundable upon any such notice of termination.

## **Section 5: Service Term**

The Service Period shall begin the date the Employer accepts the terms of the Agreement and Generates the Invoice and shall continue for one year from that date. The term of this Agreement shall continue until the end of the Service Period or Employer is terminated by SJCOE/CodeStack under any provisions of this Agreement. SJCOE/CodeStack reserves the right to immediately terminate this Agreement upon: (i) A breach of Employer duties provided for under this Agreement including, but not limited to, Employer's failure to pay any amounts when they become due; or (ii) Making unsolicited contact to EDJOIN applicants to promote any services or products; or (iii) A requirement by law or regulatory act; or (iv) Employer becomes insolvent or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against Employer, or Employer makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.

## **Section 6: Regulatory Compliance**

Employer represents and warrants that it will conform to any and all laws, rules, regulations, requirements and/or other standards that are established by regulatory agencies. Employer specifically acknowledges and agrees that SJCOE/CodeStack has not and is not expected to provide Employer with any analysis, interpretation or advice regarding compliance with any aspect of any such laws, regulations, or guidelines.

## **Section 7: Limitations of Damages**

SJCOE/CodeStack shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with respect to this Agreement, even if SJCOE/CodeStack has been advised of the possibility of such damages.

## **Section 8: Indemnification**

SJCOE/CodeStack agrees to indemnify, defend and hold harmless Employer for and against any and all actions, claims, complaints, formal or informal, caused by or the result of negligence of SJCOE/CodeStack.

Employer agrees to indemnify, defend and hold harmless SJCOE/CodeStack for and against any and all actions, claims, complaints, formal or informal, caused by the result of negligence of Employer.

## **Section 9: Relationship of the Parties**

This Agreement is between two independent parties and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## **Section 10: Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

## **Section 11: Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Person Signing Service Agreement: Date Signed: