

# OPERATEEDU

## OperateEDU – Terms of Use & License Agreement

**Effective Date:** 10-23-2025

**Last Updated:** 10-23-2025

These Terms of Use (“Terms”) govern the use of all OperateEDU resources, including but not limited to trackers, spreadsheets, templates, playbooks, communications, guides, checklists, and other operational tools (collectively, “Resources”). By accessing, downloading, using, or distributing any OperateEDU Resource — whether purchased, obtained through membership, downloaded for free, or provided as a complimentary or gifted item — you agree to the following Terms in full.

### 1. License of Use

- OperateEDU grants schools and users a **non-exclusive, non-transferable, single-site license** to use these Resources for internal school operations only.
- A “site” is defined as one school campus. Redistribution to other schools in a network or district requires additional licensing.
- Resources may not be resold, redistributed outside the licensed site, or republished in whole or in part without prior written consent from OperateEDU.
- Resources are licensed, not sold. All intellectual property rights remain with OperateEDU.

### 2. Descriptive Accuracy

- OperateEDU describes Resources as accurately as possible, but does not guarantee that any specific feature, function, or outcome will apply to every school context.
- Resources are intended as **frameworks and examples**, not exhaustive compliance solutions.

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## 3. Edits & Modifications

- Schools may edit, adapt, or customize Resources for their own use.
- OperateEDU is not responsible for functionality loss, compliance risks, or adverse outcomes resulting from changes made outside of the original provided file or document.
- Schools are welcome to customize templates (for example, adding tabs or adjusting labels) to fit their local context. However, changing built-in formulas or structural elements may affect functionality, and schools are responsible for making any necessary adjustments or fixes.
- If a Resource does not function as intended upon delivery, schools must notify OperateEDU within **5 business days** for resolution.

## 4. Compliance & Completeness

- Resources are provided for **informational and operational support purposes only**.
- OperateEDU makes no guarantee that all mandatory tasks, compliance requirements, or action items are included, as requirements vary across jurisdictions and are subject to change.
- Schools remain solely responsible for verifying completeness and compliance with local, state, and federal laws, regulations, and district requirements.

## 5. No Legal or Regulatory Advice

- OperateEDU Resources do not constitute legal, compliance, or regulatory advice.
- Schools must consult their district, state, or legal counsel to confirm compliance obligations.

## 6. No Guarantee of Outcomes

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- OperateEDU does not warrant or guarantee that use of Resources will result in compliance, improved operational performance, or readiness for the first day of school.
- Outcomes depend on each school's leadership, context, and implementation fidelity.

## 7. SIS Data & Integrations

- OperateEDU Resources are designed for **manual import/export** workflows. OperateEDU does **not** provide direct SIS integrations or connectors and does **not** access your SIS.
- Schools are solely responsible for **generating SIS exports**, verifying field mappings/headers, and ensuring data quality and accuracy before pasting into any Resource.
- OperateEDU does **not** provide support for extracting, customizing, or troubleshooting SIS reports. Contact your **SIS administrator, district IT, or vendor** for assistance.
- OperateEDU assumes **no responsibility** for errors, omissions, or inaccuracies in SIS data, including downstream impacts on formulas, dashboards, escalations, or compliance reporting.

## 8. Data Privacy

- OperateEDU does not collect or manage school data through its Resources.
- Schools are solely responsible for safeguarding student, staff, and community information in compliance with **FERPA, HIPAA**, and other applicable privacy laws, including **data minimization** and **access controls** within their own systems and copies of the Resources.

## 9. Accessibility

- OperateEDU Resources are provided in standard digital formats (Google Docs, Google Sheets, PDF, Canva).

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- Schools are responsible for ensuring accessibility modifications in alignment with ADA or other applicable accessibility standards.

## 10. Version Control & Updates

- Resources reflect school operations best practices as of the release date.
- OperateEDU does not guarantee accuracy or alignment if requirements, laws, or best practices change after release.
- It is the school's responsibility to ensure they are using the most current version available.

## 11. Third-Party Materials

- Any references or links to third-party materials are provided for convenience only.
- OperateEDU does not endorse, warrant, or assume responsibility for third-party tools, platforms, or resources.

## 12. Refund Policy

- All OperateEDU resources are delivered digitally and are **non-returnable and non-refundable** once accessed or downloaded.
- Inability to operate or customize a spreadsheet, tracker, or playbook does not entitle a user to a refund.
- OperateEDU provides one-time free setup support if requested within 10 days of purchase.
- Refunds may only be issued in cases of duplicate purchases or technical delivery errors.

## 13. Support Boundaries

- Purchase includes access to the digital resource only.

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- One-time setup support (by email or Google Meet) is available if requested within 10 days of purchase.
- Ongoing support, customization, or training requires a separate Membership or Consulting package.

## 14. Limitation of Liability

- To the maximum extent permitted by law, OperateEDU shall not be liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to compliance penalties, lost funding, or operational disruption, arising from the use or inability to use these Resources.

## 15. Termination of License

- OperateEDU reserves the right to revoke access to Resources for violation of these Terms, including but not limited to redistribution, resale, or misuse.

## 16. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of law principles. Any disputes shall be resolved exclusively in the state or federal courts located in Fairfield County, Connecticut.

## 17. Entire Agreement

These Terms constitute the entire agreement between you (the user) and OperateEDU with respect to the use of Resources and supersede any prior understandings or agreements.

## Acknowledgment of Use

By downloading, purchasing, or using any OperateEDU Resource, you acknowledge that you have read, understood, and agree to these Terms of Use.