

AGREEMENT

This Agreement (“**Agreement**”) is made and entered into effective as of the last signature date set forth below, by and between the Committee for Children, a Washington non-profit corporation (“**CFC**” or “**Us**” or “**We**”) and the DeKalb County School District (“**District**” or “**You**” or “**Customer**” or “**Licensee**”). CFC and District are each a “**Party**” to this Agreement and together they constitute the “**Parties**” to this Agreement.

BACKGROUND

- A. CFC provides social emotional learning, bullying prevention and child protection resources and implementation and support services, as described in CFC’s proposal to District in March 2022.
- B. District has decided to purchase licenses to the materials described and itemized on CFC Quote #5033601 dated January 26, 2023 (the “**Quote**”). The Second Step programs for the Licenses (defined below) are designed for educators and do not collect or process student data.

AGREEMENT

NOW, THEREFORE, in consideration of the Background set forth above, the mutual promises made herein, and the compensation when paid in accordance with the invoice to be issued by CFC, the sufficiency of which are hereby acknowledged and agreed, CFC and District mutually agree as follows:

1. Terms of Agreement. By entering into this Agreement, the Parties agree and understand that their entire relationship, and all promises, representations, and understandings and arrangements concerning the details of their relationship shall be governed by this Agreement and the document referenced in this Section 1, and as amended as outlined in Section 2, (the “**Licenses**”), together with the Quote, each of which is made a part of this Agreement and is hereby incorporated by this reference, including with respect to any hyperlinks included therein, and which more fully set forth the Parties’ respective obligations in connection with the Services, and Curriculum (as described in such agreement) provided to District:

1.1 The Second Step® Bullying Prevention Unit and Second Step® Child Protection Unit license agreements available at <https://www.secondstep.org/license-agreements>, including all exhibits and hyperlinked content (the “**Licenses**”) apply to the Parties’ respective obligations in connection with the Services and Curriculum provided under the Licenses.

2. Amendment to the Licenses. The terms of the Licenses are hereby amended set forth in this Section 2. Except as set forth herein, all other provisions of the Licenses remain unchanged. In the event of any inconsistency between this Agreement and the Licenses, the terms of this Agreement shall govern.

2.1 **Indemnification.** To the fullest extent permitted by applicable law, CFC will indemnify, defend and hold harmless the DeKalb County Board of Education, its members and officers, the District, and its employees and representatives (the “**District Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“**Claims**”) arising out of or related to (a) CFC’s negligence or (b) CFC’s willful misconduct. CFC agrees to promptly notify the District Parties of any third-party Claims, cooperate with District Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). CFC also agrees that the District Parties will have control of the defense or settlement, at District’s sole option, of any third-party Claims.

2.2 Choice of Law; Jurisdiction. The Licenses shall be governed by the laws of the state of Georgia without reference to its choice of law principles, and the Parties hereby irrevocably consent to the jurisdiction of the federal court of the Northern District of Georgia or the state court of DeKalb County, Georgia.

2.3 Applicable Laws. The Parties agree that the Georgia Open Records Act, OCGA 50-1870, *et. seq.*, shall apply with respect to documents relating to procurement of the Licenses. The Parties also agree that the District’s indemnity obligations in the Agreement are limited and qualified in accordance with the Georgia Constitution, as applicable.

3. Amendment; Counterparts. The provisions of this Agreement may not be amended except by an agreement in writing signed by both Parties. This Agreement or any amendment may be executed by the Parties in counterparts by exchange of signature pages by mail, facsimile or email (signatures in PDF or similar format), each of which will be deemed an original and all of which will together constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of last date of signature set forth below.

COMMITTEE FOR CHILDREN

DEKALB COUNTY SCHOOL DISTRICT

Signature:  _____

Signature: _____

Name: Regi Dennis

Name: Dr. Vasanne S. Tinsley

Title: VP, Marketing & Client Relations

Title: Interim Superintendent

Date: 1/30/2023

Date: _____

Exhibits to this Agreement (in addition to those incorporated via hyperlink):

Exhibit A	Quote
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Exhibit A: Quote



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
 orders@cfchildren.org

Quote	
Quote #	5033601
Date	1/28/2023
Customer ID	10104711

BBI To	Ship To
School Leader/ OP Support DeKalb County School System 1701 Mountain Industrial Blvd Stone Mountain GA 30083 United States	Shannon Crosslin DeKalb County School System 1701 Mountain Industrial Blvd Stone Mountain GA 30083 United States

Requested By	Ship To	Setup Admin	Entered By
Shannon Crosslin	Shannon Crosslin	Name: Shannon Crosslin Email: shannon_crosslin@dekalbschools.ga.gov	Forrest Walter

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
200000	Grades K-5 Bullying Prevention Unit Notebooks				78	\$1,129.00	\$88,062.00
300000	Grades K-5 Child Protection Unit Notebooks				78	\$1,129.00	\$88,062.00

Subtotal	\$176,124.00
Discount	(\$17,612.40)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
TOTAL	\$158,511.60

Please remit in US Funds.
 Make check payable to: Committee for Children
 *Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: Second Step CPU and BPU (78x)

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please include quote ID:5033601 on your order to guarantee pricing.