

INDEPENDENT CONTRACTOR AGREEMENT

(Contract Amount over \$5,000)

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is between Committee for Children (hereinafter "INDEPENDENT CONTRACTOR"), with its principal place of business at 2815 Second Ave, Ste 210, Seattle, WA 98121 and the DeKalb County School District (hereinafter "DCSD"), with its principal place of business at 1701 Mountain Industrial Blvd, Stone Mountain, Georgia 30083. INDEPENDENT CONTRACTOR and DCSD are referred to herein jointly as the "Parties" and individually as a "Party." In consideration of the mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby covenant and agree as follows:

- A. **ENGAGEMENT:** Subject to the terms and conditions of this Agreement, DCSD hereby retains INDEPENDENT CONTRACTOR, as an independent contractor, to provide the Services (as described below), and INDEPENDENT CONTRACTOR hereby accepts such engagement to provide the Services to DCSD.
- B. **SERVICES:** INDEPENDENT CONTRACTOR agrees to render the following services (hereinafter "Services") (include description, scope of work, deliverables and/or specific performance standards, milestones and dates for contracted services):

as described pursuant to the Addendum attached hereto and further incorporated herein by reference.

1. **Performance of Services.** INDEPENDENT CONTRACTOR (a) will supply all tools and materials necessary to perform the Services under this Agreement; (b) use its best efforts to furnish the Services to DCSD as and when requested or as otherwise required hereunder; (c) will perform the Services in a good, workmanlike and professional manner, in accordance with all applicable industry customs and standards and with the same degree of skill and care which others would exercise in like circumstances; (d) will provide such warranties as are consistent with industry customs and standards or as otherwise expressly required hereunder; (e) act with prudence and diligence in the performance of the Services; (f) act in good faith and in the best interests of the DCSD in the performances of the Services; and (g) devote such time, energy and abilities as is necessary to perform the Services in a timely and productive manner. Any tangible materials or other deliverables (whether tangible or intangible) to be produced for to or delivered to DCSD as part of the Services will be of merchantable quality and free from defects in materials and workmanship. Subject to any other written agreement between INDEPENDENT CONTRACTOR and DCSD, INDEPENDENT CONTRACTOR is free to engage in other independent contracting activities, provided that INDEPENDENT CONTRACTOR does not engage in any such activities which are inconsistent with or conflict with INDEPENDENT CONTRACTOR's Services for DCSD, or that so occupy INDEPENDENT CONTRACTOR's attention as to interfere with the proper and efficient performance of the Services.

2. **Supervision of INDEPENDENT CONTRACTOR.** INDEPENDENT CONTRACTOR represents and warrants that it has the knowledge, training, skills and resources necessary to perform the Services. INDEPENDENT CONTRACTOR acknowledges and agrees that DCSD shall retain the right to require certain results and/or deliverables in conformity with this Agreement or which meet or exceed the requirements hereof. INDEPENDENT CONTRACTOR will determine, and is solely responsible for, the means, method and details in connection with the performance of the Services. INDEPENDENT CONTRACTOR further acknowledges

and agrees that DCSD shall not exercise any control over the time, manner, means or methods of INDEPENDENT CONTRACTOR's performance of the Services.

- C. TERM:** The Term of this Agreement is for the period from the Start Date set forth below through December 31 of the year in which it is made. At such time, this Agreement shall automatically renew for the period beginning January 1 of the following year through the End Date set forth below, unless DCSD shall provide notice to INDEPENDENT CONTRACTOR of non-renewal of its desire not to renew this Agreement by November 30. For the avoidance of doubt, the End Date may not be more than one (1) year from the Start Date and in no event shall the Term hereof exceed one (1) year.

Start Date: August 18, 2026 **End Date:** August 18, 2027

1. **Termination for Convenience.** DCSD may terminate this Agreement at any time, for any (or no) reason, upon thirty (30) days prior written notice to INDEPENDENT CONTRACTOR. In such event, DCSD shall pay INDEPENDENT CONTRACTOR for all Services performed prior to termination.

2. **Termination for Breach.** In the event INDEPENDENT CONTRACTOR breaches any term or condition of this Agreement, DCSD shall provide written notice to INDEPENDENT CONTRACTOR thereof. Should INDEPENDENT CONTRACTOR fail and/or refuse to cure such breach within seven (7) days of its notification thereof, DCSD may terminate this Agreement for cause. In such event, DCSD shall pay INDEPENDENT CONTRACTOR for all Services performed prior to termination, less any damages incurred (or reasonably expected to be incurred) by DCSD in connection therewith.

3. **Return of Materials; Delivery of Deliverables.** Within three (3) business days of the termination of this Agreement, INDEPENDENT CONTRACTOR will deliver to DCSD all documents, materials, data and information gathered, developed or created by INDEPENDENT CONTRACTOR prior to the termination of this Agreement. Under no circumstances shall INDEPENDENT CONTRACTOR assert any lien or other claim over or relating to any such documents, material, data and information.

4. **Time Periods.** Any reference to day used in this Agreement shall mean a calendar day.

- D. SERVICE FEES:** INDEPENDENT CONTRACTOR shall be paid the following fee for the Services: (check the appropriate compensation plan and complete blanks)

- ☒ A fixed, lump-sum amount of \$ 313,821.90, OR
☐ \$ _____ per hour; maximum hours are to be _____.
☐ Unless this box is checked and a payment schedule is attached hereto, DCSD shall make payment for all Services upon final completion thereof.

MAXIMUM CONTRACTED AMOUNT

The total amount of payments by DCSD, including all fees, travel, or other expenses under this Agreement shall not exceed \$ 313,821.90 (hereinafter this amount is referred to as the "Maximum Contracted Amount"). The Maximum Contracted Amount shall not be modified unless otherwise agreed in a written amendment hereto. No adjustment to the Total Maximum Amount shall be made unless there is a change in the scope or time for performance of the Services.

1. **Invoices.** INDEPENDENT CONTRACTOR shall prepare and submit to DCSD invoices for payment of all charges. Each invoice shall be in such detail and in such format as DCSD may reasonably require. As a condition precedent to all required payments under this agreement and/or Payment Schedule, the

Independent Contractor shall submit to DCSD for review and approval, invoices detailing the specific work performed for which payment is requested, in a form acceptable to DCSD. Required payment under this Agreement shall only be for actual work performed by the Independent Contractor and shall only be pursuant to invoices reviewed and approved by DCSD.

2. **Maximum Amount.** DCSD shall not be obligated to pay any amount in excess of the Maximum Contracted Amount for all Services under all invoices.
3. **Payment Not Acceptance.** Neither payment by DCSD nor DCSD's receipt of the Services shall constitutes acceptance of any defective Services.

E. INDEPENDENT CONTRACTOR RELATIONSHIP: It is mutually understood, acknowledged and agreed that the parties intend to create and are creating an independent contractor relationship under this Agreement. INDEPENDENT CONTRACTOR is an independent contractor for all purposes, having the right to exercise independent judgment as to the time, place, and manner of performing the Services hereunder. INDEPENDENT CONTRACTOR is not subject to the control of DCSD except as set forth herein. INDEPENDENT CONTRACTOR is not authorized to enter into any agreement or incur any debt or obligation on behalf of DCSD and is not authorized to otherwise act on behalf of DCSD or to hold itself out as an agent of DCSD. Under no circumstances shall INDEPENDENT CONTRACTOR or any of INDEPENDENT CONTRACTOR's employees, look to DCSD as his/her/its employer, or as a partner, agent or principal of INDEPENDENT CONTRACTOR.

F. NO BENEFITS: INDEPENDENT CONTRACTOR acknowledges that INDEPENDENT CONTRACTOR is not eligible for or entitled to participate in any benefits provided by DCSD to its employees, regardless of the length of INDEPENDENT CONTRACTOR'S relationship with DCSD and regardless of whether INDEPENDENT CONTRACTOR is held to be a common-law employee of DCSD for any purpose. Neither INDEPENDENT CONTRACTOR, nor any of INDEPENDENT CONTRACTOR's employees, shall be entitled to any benefits made available to DCSD's employees, including, but not limited to, health insurance, workers' compensation, disability insurance, vacation or sick pay. Accordingly, with full knowledge and understanding of the foregoing, INDEPENDENT CONTRACTOR hereby expressly waives any claim or right that INDEPENDENT CONTRACTOR may have, now or in the future, to such benefits and agrees not to make any claim for such benefits. INDEPENDENT CONTRACTOR shall be responsible for providing, at INDEPENDENT CONTRACTOR's expense, and in INDEPENDENT CONTRACTOR's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

G. TAXES AND REPORTING: INDEPENDENT CONTRACTOR is solely responsible for the payment of all federal, state and local income taxes, self-employment taxes, Social Security taxes, Medicare taxes, workers' compensation premiums, unemployment taxes, and any other similar obligations arising from the performance of the Services or receipt of the fees hereunder. DCSD will not withhold any income or social security taxes from any fees payable to INDEPENDENT CONTRACTOR hereunder and will not pay any such taxes for or on behalf of INDEPENDENT CONTRACTOR. DCSD shall report all fees paid to INDEPENDENT CONTRACTOR to the Internal Revenue Service (and other taxing agencies) on Form 1099 or other equivalent forms. INDEPENDENT CONTRACTOR acknowledges and agrees that it is solely responsible for the reporting of all fees payable hereunder as income and for payment of all taxes due thereon. INDEPENDENT CONTRACTOR agrees to indemnify DCSD and hold it harmless from any and all obligations imposed on DCSD to pay any taxes or insurance premiums, including the interest and penalties thereon, in connection with any payments made to INDEPENDENT CONTRACTOR by DCSD pursuant to this Agreement. INDEPENDENT CONTRACTOR agrees to pay, and to indemnify and hold DCSD harmless from, any tax imposed by any governmental authority with respect to either or both of any payment to be made by DCSD under this Agreement or any item to be delivered by INDEPENDENT CONTRACTOR to DCSD under this Agreement, including, but not limited to, sales, use, excise, value added, withholding, or similar tax or any fees and penalties or interest associated with any of the foregoing.

1. **ACA Compliance.** If INDEPENDENT CONTRACTOR is an individual, INDEPENDENT CONTRACTOR agrees that he/she is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. INDEPENDENT CONTRACTOR agrees that he/she will be responsible for all compliance and reporting requirements under the ACA and certifies that he/she has their own individual health plan coverage. INDEPENDENT CONTRACTOR agrees that he/she shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. INDEPENDENT CONTRACTOR retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of INDEPENDENT CONTRACTOR's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

2. **ACA Reporting.** With respect to ACA compliance obligations, INDEPENDENT CONTRACTOR acknowledges and agrees that: a. INDEPENDENT CONTRACTOR is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD; b. INDEPENDENT CONTRACTOR is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers; c. If requested by DCSD in connection with any governmental audit or inquiry, INDEPENDENT CONTRACTOR will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge; d. In addition to any existing indemnification obligations set forth in this Agreement, INDEPENDENT CONTRACTOR agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to INDEPENDENT CONTRACTOR of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and INDEPENDENT CONTRACTOR will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

H. **NOTICES:** All notices shall be in writing, be deemed served on the date on which they are actually received, and shall be served by personal delivery, or United States First Class Mail, properly addressed with postage prepaid, or a nationally recognized overnight courier/delivery service, electronic mail transmission, or telephonic facsimile transmission. Invoices, Notices of Termination of this Agreement or of an election not to renew this Agreement shall be served directly upon DCSD or INDEPENDENT CONTRACTOR, as the case may be, addressed as set forth below.

DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: _____

INDEPENDENT CONTRACTOR's address and its contact person are:

1085 Andover Park East

Tukwila, WA 98188

contractsandforms@cfchildren.org

Attention: Kelsie Longbrake, VP, Finance & Operations

I. **WORKING RELATIONSHIP:** INDEPENDENT CONTRACTOR agrees that DCSD's designated representative for the purpose of this Agreement is _____, and that such designated

representative shall be authorized by DCSD to act on its behalf. INDEPENDENT CONTRACTOR will consult with DCSD's representative before finalizing recommendations or taking action at key decision points. INDEPENDENT CONTRACTOR shall fully cooperate with DCSD, and DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to DCSD's representative and advising, meeting with, consulting with, and coordinating with DCSD's representative.

1. **Employees.** DCSD shall have the right, at its sole discretion, to demand and require INDEPENDENT CONTRACTOR to remove any employee or subcontractor working on any provision of this Agreement and to replace the employee or subcontractor without cost or liability to the DCSD.

2. **Communication.** For purposes of safety and otherwise, INDEPENDENT CONTRACTOR, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with DCSD's representative and with INDEPENDENT CONTRACTOR's employees, agents, representatives, and subcontractors.

3. **Protection of IT Assets.** INDEPENDENT CONTRACTOR shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by INDEPENDENT CONTRACTOR or any entity or person under INDEPENDENT CONTRACTOR's supervision or control, do not harm, or allow harm, to DCSD's computers, systems, networks, and technology. INDEPENDENT CONTRACTOR shall take any and all measures possible to protect DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

J. DEFECTIVE OR NON-CONFORMING SERVICES: If the Services fail to meet the standards set forth in this Agreement, DCSD may elect to have INDEPENDENT CONTRACTOR re-perform, at no cost to DCSD, any of the Services which fail to meet said standards where: (a) such failure appears during the performance of the Services or within one (1) year from the date of completion of the Services, and (b) DCSD notifies INDEPENDENT CONTRACTOR of any such failure within sixty (60) days of the time that the failure becomes apparent. This paragraph shall not be interpreted to limit the right of DCSD to pursue and obtain any and all other remedies against INDEPENDENT CONTRACTOR at law or in equity.

K. DCSD WARRANTY: INDEPENDENT CONTRACTOR acknowledges that it shall be entitled to rely on the accuracy of information supplied by DCSD or any of DCSD's contractors or consultants to be provided by DCSD hereunder. Except for the foregoing warranty, DCSD makes no other warranties, whether express or implied.

L. WORK FOR HIRE: To the extent that the Services involve the creation or development of custom, proprietary materials for DCSD which are specially ordered and commissioned by DCSD hereunder and are subject to copyright, INDEPENDENT CONTRACTOR agrees that the Services are performed as a "work for hire" as that term is defined under U.S. copyright law, and that as a result, DCSD will own all copyrights in any and all materials or other deliverables resulting from or provided in conjunction with the Services. INDEPENDENT CONTRACTOR agrees to perform such Services in a diligent and workmanlike manner. The content, style, form and format of any such work for hire shall be completely satisfactory to DCSD and shall be consistent with DCSD's standards. INDEPENDENT CONTRACTOR hereby grants DCSD the right to use and license others to use INDEPENDENT CONTRACTOR and INDEPENDENT CONTRACTOR's employees' name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services, including any materials, deliverables or works for hire provided in conjunction therewith.

M. OWNERSHIP OF WORK PRODUCT: Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created or procured by INDEPENDENT CONTRACTOR or its subcontractors in connection with the performance of Services hereunder shall be the property of DCSD. In entering into this Agreement, INDEPENDENT CONTRACTOR

hereby transfers to DCSD all right, title, and interest, including the copyright, in and to such work product except that, with respect to any standard or non-customized software incorporated into the work product, INDEPENDENT CONTRACTOR shall grant to DCSD only a license to use such software. All original technical data, evaluations, reports and other work product of INDEPENDENT CONTRACTOR shall be delivered to DCSD upon the completion, cancellation or termination of services under this Agreement within three (3) business days of such completion, cancellation or termination. INDEPENDENT CONTRACTOR may retain one (1) copy of all documents produced by it for its permanent file.

- N. ACCOUNTING AND RECORD KEEPING:** INDEPENDENT CONTRACTOR shall maintain a system of accounting and record keeping for all Services. Further, INDEPENDENT CONTRACTOR will allow DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Agreement.
- O. BACKGROUND CHECKS:** If INDEPENDENT CONTRACTOR or any personnel/subcontractors of INDEPENDENT CONTRACTOR will have contact with students or will perform services in buildings or in close proximity to students, then a Background Check is required for each person providing said Services. Such background check shall be the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the INDEPENDENT CONTRACTOR. Additionally, any charges against the INDEPENDENT CONTRACTOR, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the INDEPENDENT CONTRACTOR, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between INDEPENDENT CONTRACTOR and DCSD.
- P. COMPLIANCE WITH LAWS:** INDEPENDENT CONTRACTOR shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies in the performance of the Services including, but not limited to, all laws governing health, safety, the protection or preservation of the environment, OSHA requirements, and occupational licensing.
- Q. IMMIGRATION COMPLIANCE:** INDEPENDENT CONTRACTOR certifies its compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 *et seq.* INDEPENDENT CONTRACTOR warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify", and agrees that if it contracts for the physical performance of services by others hereunder, it shall do so only with firms or persons who present an affidavit as required by O.C.G.A. § 13-10-91.

*****INDEPENDENT CONTRACTOR MUST SIGN AND RETURN THE E-VERIFY AFFIDAVITS BEFORE ANY PAYMENT CAN BE MADE HEREUNDER*****

- R. EQUAL EMPLOYMENT OPPORTUNITY:** INDEPENDENT CONTRACTOR will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. INDEPENDENT CONTRACTOR will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- S. CONTINGENCY FEES:** INDEPENDENT CONTRACTOR represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Agreement or any contract with DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement or any other contract with DCSD.
- T. SUBCONTRACTORS:** INDEPENDENT CONTRACTOR shall manage all work and services performed under this Agreement. INDEPENDENT CONTRACTOR shall not, unless DCSD consents in writing thereto, subcontract all or part of the Services or otherwise assign, whether by operation of law or otherwise, any of the rights, duties or obligations of INDEPENDENT CONTRACTOR hereunder. In the event DCSD consents in writing to any such subcontracting or assignment, the rights and obligations of INDEPENDENT CONTRACTOR shall not be released or diminished thereby. All of INDEPENDENT CONTRACTOR's subcontractors shall be directly responsible to INDEPENDENT CONTRACTOR and shall be under INDEPENDENT CONTRACTOR's direct supervision. INDEPENDENT CONTRACTOR shall be as fully responsible and accountable to DCSD for the acts and omissions of INDEPENDENT CONTRACTOR's subcontractors and of persons either directly or indirectly employed by any subcontractors in the performance of services under this Agreement as INDEPENDENT CONTRACTOR is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any agreement between INDEPENDENT CONTRACTOR and its subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Agreement. If INDEPENDENT CONTRACTOR utilizes subcontractor(s) with respect to this Agreement, then INDEPENDENT CONTRACTOR will require subcontractor(s) to comply with all terms and conditions of this Agreement including, but not limited to the insurance requirements. INDEPENDENT CONTRACTOR shall require all subcontractors to supply a certificate of insurance as required herein before the subcontractor commences any work.
- U. SUCCESSORS AND ASSIGNS:** INDEPENDENT CONTRACTOR shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.
- V. INSURANCE:** INDEPENDENT CONTRACTOR and all subcontractors and consultants, shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for INDEPENDENT CONTRACTOR during the term of this Agreement. On the date INDEPENDENT CONTRACTOR signs this Agreement, INDEPENDENT CONTRACTOR shall provide DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and the DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as DCSD requests.

The insurance requirements of this Agreement are:

Type of Insurance	Coverage Limits
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence

INDEPENDENT CONTRACTOR waives all rights, including rights of subrogation, against the DeKalb County Board of Education, DCSD and their respective members, officers, employees, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after

the completion of the Services. The limits of the coverage as agreed upon by the Parties shall not be construed as a limit on INDEPENDENT CONTRACTOR'S potential liability to DCSD.

W. INDEMNIFICATION: INDEPENDENT CONTRACTOR agrees to hold harmless and indemnify the DeKalb County Board of Education, DCSD, their respective members, officers, employees, agents and representatives (hereinafter the "Released Parties") from and against any and all liabilities, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses, including legal fees, costs and expenses incurred in and about investigation, defense or prosecution thereof, arising out of the performance of the Services by of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action incurred or suffered by INDEPENDENT CONTRACTOR from events over which the Released Parties exercise no control, including Acts of God, strikes, government restrictions or other force majeure events.

X. CONTRACT ADMINISTRATION:

1. **Waiver.** Failure of DCSD to insist in any one or more instances on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

2. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Georgia. In the event of any dispute arising out of this Agreement or the performance of Services hereunder, each of the parties irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia with respect to any litigation in connection therewith.

3. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Agreement.

Y. CAPTIONS: The headings in this Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

Z. ENTIRE AGREEMENT: This Agreement (including any exhibits and schedules hereto) constitutes the entire and exclusive agreement between the Parties with reference to this contract and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Agreement may be amended only by a writing signed by both DCSD and INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR acknowledges that DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances and that no employee or agent of DCSD is authorized to waive this requirement.

AA. CONFIDENTIAL INFORMATION: INDEPENDENT CONTRACTOR, and all consultants and subcontractors, agree to keep confidential all information, records and documents obtained from DCSD or created on behalf of DCSD in connection with the performance of the Services. Such confidential information includes, but is not limited to, data collected by INDEPENDENT CONTRACTOR and any student information, including but not limited to, student test scores, student test results, student attendance records, student assessments or student grades. INDEPENDENT CONTRACTOR agrees not to use any confidential information received for any purpose other than in connection with the services provided herein. INDEPENDENT CONTRACTOR agrees to limit disclosure of the confidential information to its employees, officers, directors, affiliates and consultants with a bona fide need to know, but only to the extent necessary in connection with the services. All individuals receiving access to the confidential information must previously have entered into a

confidentiality agreement with INDEPENDENT CONTRACTOR or otherwise be bound under terms at least as restrictive as those contained herein.

[Signatures appear on following page]

DEKALB COUNTY SCHOOL DISTRICT USE ONLY

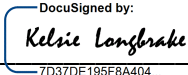
School/Department Name and Location Number

Charge Code

<u>FUND</u>	<u>FUNCTION</u>	<u>PROJECT</u>	<u>OBJECTIVE</u>	<u>LOCATION</u>	<u>PROGRAM</u>	<u>FACILITY</u>	<u>DIVISION</u>	<u>FUTURE</u>

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED BY:

INDEPENDENT CONTRACTOR

BY:  7D37DE195F8A404...

PRINT NAME: Kelsie Longbrake

TITLE: VP, Finance & Operations

DATE: 3/5/2026

DEKALB COUNTY SCHOOL DISTRICT

BY: _____

NAME: Dr. Devon Q. Horton

TITLE: Superintendent

DATE: _____

ADDENDUM to INDEPENDENT CONTRACTOR AGREEMENT

The Parties acknowledge that unless otherwise provided herein, all capitalized terms used in this Addendum to the Independent Contractor Agreement (“**Addendum**”) shall have the same meaning as provided in the Agreement.

1. The Services consist of one or more subscriptions and/or licenses to DCSD to use INDEPENDENT CONTRACTOR’S Second Step® programs as detailed in INDEPENDENT CONTRACTOR’S Quote #5075176 dated March 5, 2026 attached hereto as Schedule 1 (the “**Quote**”), and as described and provided in accordance with the Second Step® K-12 Digital Subscription License Agreement attached hereto as Schedule 2 (the “**License**”), and INDEPENDENT CONTRACTOR’S Services shall not be interpreted to be inconsistent with the License.
2. Notwithstanding Section C.3 (Return of Materials; Delivery of Deliverables) of the Agreement, the parties agree that INDEPENDENT CONTRACTOR’S obligations to return DCSD data shall occur promptly upon receipt of a written request from DCSD at any time.
3. For purposes of payment, INDEPENDENT CONTRACTOR’S activation of the License on behalf of DCSD shall constitute INDEPENDENT CONTRACTOR’S performance of Services. Accordingly, DCSD’s payment obligations shall begin upon its receipt of INDEPENDENT CONTRACTOR’S invoice and in accordance with the License.
4. Notwithstanding Sections L (Work for Hire) or M (Ownership of Work Product) and any other similarly worded provisions of the Agreement, the Parties acknowledge that INDEPENDENT CONTRACTOR’S Services do not contemplate the creation or development of any specific deliverables, work for hire, work product or intellectual property by INDEPENDENT CONTRACTOR for DCSD, and no copyright or title ownership or other rights to such items shall be transferred or delivered to DCSD under the Agreement.
5. As used in this Agreement, “subcontractors” means and refers to third parties performing services on behalf of INDEPENDENT CONTRACTOR in Georgia regarding the activation, implementation, and maintenance of the licensed programs.
6. The parties agree that INDEPENDENT CONTRACTOR’S entire liability with respect to DCSD claims shall not exceed the total dollar amount set forth on the Quote.

Except as set forth herein, all other provisions of the Agreement remain unchanged. In the event of any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall govern.

SCHEDULE 1 to ADDENDUM: QUOTE

1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5075176
Quote Date 3/5/2026
Quote Expiration Date 5/31/2026
Customer ID 10104711

Bill To		Ship To					
School Leader/ OP Support DeKalb County School System 1701 Mountain Industrial Blvd Stone Mountain GA 30083 United States		Natasha Moon DeKalb County School System 1701 Mountain Industrial Blvd Stone Mountain GA 30083 United States					
Requested By	Ship To	Setup Admin	Entered By				
Natasha Moon	Natasha Moon	Name: Natasha Moon Email: <u>natasha_moon@dekalbschools.ga.gov</u>	Adam Campbell				
Item	Description	Contract Line	Start Date	End Date	Qty	Rate	Amount
910000	Second Step Program Includes a 10% Discount \$34,889.10	24137 - 910000 Second Step Program 8/18/2026	8/18/2026	8/18/2027	109	\$2,879.10	\$313,821.90

Shipping Method: UPS Ground (UPS)

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

Expiration Date: 5/31/2026

1 of 3



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote	
Quote #	5075176
Quote Date	3/5/2026
Quote Expiration Date	5/31/2026
Customer ID	10104711

Item	Description	Contract Line	Start Date	End Date	Qty	Rate	Amount
Renewing Sites 191553 - Ronald E McNair Disc Lmg Acad, 209953 - Hambrick Elementary School, 212651 - Wymbrooke Elementary School, 214703 - Mary McCleod Bethune Middle School, 222222 - Allgood Elementary School, 222223 - Ashford Park Elementary School, 222224 - Austin Elementary School, 222225 - Avondale Elementary School, 222226 - Bob Mathis Elementary School, 222227 - Briar Vista Elementary School, 222228 - Briarlake Elementary School, 222229 - Brockett Elementary School, 222230 - Browns Mill School, 222231 - Canby Lane Elementary School, 222233 - Cary Reynolds Elem School, 222234 - Cedar Grove Elementary School, 222235 - Cedar Grove Middle School, 222236 - Chamblee Middle School, 222237 - Champion Theme Middle School, 222238 - Chapel Hill Elementary School, 222239 - Chapel Hill Middle School, 222240 - Chesnut Elementary School, 222241 - Barack H. Obama Elementary Magnet School of Technology, 222242 - Columbia Elementary School, 222243 - Columbia Middle School, 222244 - Dekalb Alternative School, 222245 - DeKalb Arts Academy, 222246 - Dresden Elementary School, 222247 - Dunaire Elementary School, 222248 - Dunwoody Elementary School, 222249 - Edward L Bouie Sr Elem School, 222250 - Eldridge Miller Elementary School, 222251 - Evansdale Elementary School, 222252 - Fernbank Elementary School, 222253 - Flat Rock Elementary School, 222254 - Flat Shoals Elementary School, 222255 - Freedom Middle School, 222256 - Hawthorne Elementary School, 222257 - Henderson Middle School, 222258 - Henderson Mill Elem School, 222259 - Hightower Elementary School, 222260 - Huntley Hills Elem School, 222261 - Idlewood Elementary School, 222262 - Indian Creek School, 222263 - International Community School, 222264 - John Robert Lewis Elem Sch, 222265 - Jolly Elementary School, 222266 - Kelley Lake Elementary School, 222267 - Kingsley Elementary School, 222268 - Kittredge Magnet School, 222269 - Laurel Ridge Elementary School, 222270 - Lithonia Middle School, 222271 - Livsey Elementary School, 222272 - Marbut Theme Elementary School, 222273 - Melndon Elementary School, 222274 - Midvale Elementary School, 222275 - Miller Grove Middle School, 222278 - Montclair Elementary School, 222279 - Montgomery Elementary School, 222280 - Murphey Candler Elem School, 222281 - Narvie J Harris Elem School, 222282 - Oak Grove Elementary School, 222283 - Oak View Elementary School, 222284 - Panola Way Elementary School, 222285 - Peachtree Charter Middle Sch, 222286 - Pine Ridge Elementary School, 222287 - Pleasantdale Elementary School, 222288 - Princeton Elementary School, 222289 - Rainbow Elementary School, 222290 - Redan Elementary School, 222291 - Redan Middle School, 222292 - Rock Chapel Elementary School, 222293 - Rockbridge Elementary School, 222295 - Rowland Elementary School, 222296 - Sagamore Hills Elem School, 222297 - Salem Middle School, 222298 - Sequoyah Middle School, 222299 - Shadow Rock Special Ed Center, 222300 - Shadow Rock Elementary School, 222301 - Smoke Rise Elementary School, 222302 - Snapfinger Elementary School, 222303 - Stephenson Middle School, 222304 - Stone Mill Elementary School, 222305 - Stone Mountain Elem School, 222306 - Stone Mountain Middle School, 222307 - Stoneview Elementary School, 222308 - Toney Elementary School, 222309 - Tucker Middle School, 222310 - Vanderlyn Elementary School, 222311 - Wadsworth Magnet School, 222312 - Woodridge Elementary School, 222313 - Woodward Elementary School, 222314 - Druid Hills Middle School, 222315 - Early Learning Center, 222316 - Doraville United Elementary School, 222317 - Peachcrest Elementary School, 222318 - Fairington Elementary School, 222319 - Oakcliff Elementary School, 222320 - Robert Shaw Theme Elem School, 222321 - Eagle Woods Academy, 222322 - International Student Center, 222434 - Dekalb Academy of Technology & Environment, 222435 - Dekalb Path Academy, 222436 - Dekalb Preparatory Academy, 222437 - Globe Academy, 222439 - Tapestry Public Charter School, 222440 - Museum School Avondale Estates, 222444 - Monair Middle School, 222455 - Leadership Preparatory Academy							

Shipping Method: UPS Ground (UPS)

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

Expiration Date: 5/31/2026



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote	
Quote #	5075176
Quote Date	3/5/2026
Quote Expiration Date	5/31/2026
Customer ID	10104711

Total Before Discount	\$348,691.00
Discount	(\$34,869.10)
Shipping & Handling	\$0.00
Sales Tax	\$0.00
TOTAL	\$313,821.90

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.

Shipping Method: UPS Ground (UPS)

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

Expiration Date: 5/31/2026

SCHEDULE 2 to ADDENDUM: SECOND STEP K-12 LICENSE**Second Step® K-12 Digital Subscription License Agreement**

Last Updated: October 2025

Applies if first use is on or after October 1, 2025

This Digital Subscription License Agreement (“**Agreement**”) governs the access, use and improvement of the online service and support (the “**Service**”) that allow schools, school districts, and related persons or entities (“**you**,” “**your**” or “**Customer**”) and any authorized (i) educator or other personnel accessing the Service on behalf of Customer in an authorized classroom (“**Educators**”), or (ii) parents or guardians of students viewing certain family resources (“**Parents**”) (Educators and Parents, collectively, “**Authorized Users**”) to access Second Step Elementary, Mind Yeti® sessions, Second Step Middle School, and Second Step High School (together, also referred to as “**Second Step K-12**”) digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources, as further specified hereunder (collectively, the “**Curriculum**”) and your use and the use by Authorized Users of the Curriculum provided by Committee for Children (“**Committee for Children**,” “**CFC**,” “**we**,” or “**us**”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [DATA PROCESSING ADDENDUM](#) AND OUR [TERMS OF USE](#), BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement. CFC reserves the right to modify this Agreement in its sole discretion, at any time, and will provide notice of such changes by sending you an email, by providing notice through the Services, or by updating the “Last Updated” date at the top of these terms.

Your continued use of the Services indicates your agreement to be bound by any and all subsequent modifications. If you are licensing the Services on behalf of another party, you are responsible for ensuring that such party’s access and use of the Services complies with the terms of this Agreement.

1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#).

You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements, as applicable, and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or

entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (a) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by you and used to deliver such portions of the Curriculum to Educators, (b) display and perform the Service and the Curriculum, (c) download, use, copy and distribute the downloadable portions of the Curriculum and permit Educators to download, copy and use the same; all of the foregoing solely for your own or an Educator's internal, noncommercial use and solely for purposes of real-time, synchronous, classroom instruction (in-person or remote over a secure, locked, password-protected service), and (d) invite Parents to use a proprietary activation key to access certain family resources regarding the Service and Curriculum solely for family review and engagement. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Customer Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC on behalf of Customer, including data that relates to you and your Authorized Users ("**Customer Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Customer Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Customer Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify any Authorized User, your school, or district. Aggregated Data will not be considered Customer Data. For clarification, the Service does not require the collection or processing of student data, and you agree not to provide or submit any student data to CFC (unless otherwise agreed to in writing).

3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control, except with respect to Parents that are invited to view family resources; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or

any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than rostering Educators or the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) without CFC's written consent or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein, and no ownership or equivalent rights shall be transferred hereunder.

5. Payment Terms.

5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a "**Subscription**"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. NEW LICENSE SUBSCRIPTIONS MAY BE CANCELLED FOR A FULL REFUND BY CONTACTING COMMITTEE FOR CHILDREN AS INDICATED ON OUR [CONTACT US](#) PAGE WITHIN THIRTY (30) DAYS OF THE ORIGINAL SUBSCRIPTION START DATE. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN THIRTY (30) DAYS AFTER SUCH DATE. RENEWAL LICENSES ARE NOT ELIGIBLE FOR CANCELLATION.

5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org.

ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE

PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third-party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Customer Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Customer Data to grant the rights granted to CFC in Section 2.2; (b) all Customer Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (c) all Customer Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (d) CFC's use of Customer Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC or its authorized representatives (collectively, "**Feedback**"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Disclaimers. CFC shall have no obligation to monitor, moderate, screen, scan, or review Customer Data or any content You or an Authorized User uploads or posts to the Service. In addition, to the greatest extent permissible under applicable law, CFC makes no representation regarding, and will accept no liability for, any obligation as a mandatory reporter for Customer Data or content uploaded or posted to the Service, or otherwise notify you about content posted by an Authorized User to the Service.

9. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

10. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, “**FAULTS**”) OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

11. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC’S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY (OR ITS AFFILIATES, AS APPROPRIATE) FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY CUSTOMER TO CFC DURING THE TERM OF THE AGREEMENT.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 11 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

12. [Intentionally omitted]

13. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.

14. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

15. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. This Agreement is governed by the internal laws of the United States ("US"). To the extent mandated by the laws of any US state in which Customer is located ("**Local Law**"), the Local Law shall govern without reference to choice of law principles and venue shall be the appropriate state or federal courts mandated by Local Law. OTHERWISE, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, US, WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES, AND THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON, US.

16. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
1085 Andover Park East
Tukwila, WA 98188
800-634-4449

Exhibit A to Second Step® K-12 Digital Subscription License Agreement DATA PROCESSING ADDENDUM

Last Updated: October 2025

Applies if first use is on or after October 1, 2025

This Data Processing Addendum (“**Addendum**”) supplements the Second Step® K-12 Digital Subscription License Agreement (the “**Agreement**”), between You (“**Customer**”) and Committee for Children (“**CFC**”), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the “**Effective Date**”), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

1. **Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. “**Personal Information**” means information that relates, directly or indirectly, to an identified or identifiable person (a “**Data Subject**”), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt “**Personal Information**” includes all information that falls under the definition of “**Personally Identifiable Information**” as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 (“**FERPA**”). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
2. **CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
3. **CFC Responsibilities.** “**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:
 - (a) Process Personal Information solely in accordance with Customer’s documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
 - (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC’s provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act (“**CCPA**”), FERPA, the Children’s Internet Protection Act, Pub. L. 106-554 (the “**CIPA**”), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the “**PPRA**”), and Washington’s Public Records Act (the “**PRA**”), Chapter 42.56 RCW (collectively, “**Applicable Law**”);
 - (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer’s prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;
 - (d) amend, correct, or erase Personal Information at Customer’s reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;

(e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. CFC's Processing of Education Records. In the event that the Service involves CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) *Production of Education Records.* During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) *Return of Education Records.* Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) *Destruction of Education Records.* During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.

(d) *Retention of Education Records.* After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.

5. Subcontractors. CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.

6. **Security Safeguards.** CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.
7. **Security Breach.** If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. “**Security Breach**” means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC’s possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer’s personnel or Authorized Users.
8. **Return or Destruction of Personal Information.** Upon written request by Customer, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer’s option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
9. **Disclaimer.** CFC makes no representation or warranty that this addendum is legally sufficient to meet Customer’s needs under applicable law, including the CCPA, FERPA, CIPA, PPRA and PRA. CFC expressly disclaims all representations or warranties, whether express, implied, statutory, through a course of dealing, or otherwise that this addendum will comply with or satisfy any of Customer’s obligations under applicable law. Customer fully understands that it is solely responsible for complying with all of its obligations imposed by applicable law. The parties agree that there will be no presumption that any ambiguities in this addendum will be construed or interpreted against the drafter.