

**SAN JOSÉ UNIFIED SCHOOL DISTRICT  
SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is made this 31st day of May 2024, between San José Unified School District (“District”), and Flippen Group, L.L.C., doing business as Capturing Kids Hearts (“Contractor”), a Limited Liability Company. The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

1. **SERVICES.** Contractor shall perform the following services (“Services”): Provide Capturing Kids Hearts 1 training and products for staff to motivate and promote students social and emotional well-being in classrooms, as further described in Exhibit B.
2. **LOCATION.** Muwekma Ohlone Middle School, 850 North 2<sup>nd</sup> Street, San Jose, CA 95112.
3. **COMPENSATION.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit B (“Service Description and Fees”), on a per-item basis, as applicable, and up to a maximum amount not-to-exceed **Sixty Thousand Dollars (\$60,000.00)** (“Estimated Fee”). District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District’s Accounts Payable Department & Muwekma Ohlone staff: [accountspayable@sjusd.org](mailto:accountspayable@sjusd.org); San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126 Attn: Fiscal Department. A purchase order will be issued for the payment of the products and services and should be referenced on all invoices.
4. **TERM/TERMINATION** The term of this Agreement shall commence on July 1, 2024 (“Effective Date”) and shall continue through June 30, 2025. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law, and based on the approval of the District’s Governing Board The District may terminate this Agreement immediately for any reason at any time, by giving 90 day written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.
5. **SAFETY PROTOCOLS.** Contractor shall comply with Santa Clara County Public Health’s guidelines concerning the Novel Coronavirus (COVID-19).
6. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and additional insured with an endorsement. The endorsement shall state that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

Commercial General Liability Insurance	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Workers’ Compensation		Statutory limits

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

**Subcontractors**

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a

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company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

- 7. TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
- 8. COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit A when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 9. WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law.
- 10. INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
- 11. RELEASE.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Contractor further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
- 12. DISPUTES.** In the event of a dispute between the Parties as to performance of the Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind this Agreement nor stop performance of the Services.
- 13. NON APPROPRIATION OF FUNDS.** In the event that the District's Governing Board fails to appropriate sufficient funds or determines that sufficient funds are not available to complete the Services, the District may terminate or suspend the completion of the Services at any time by giving written notice to Contractor. In the event that the District exercises this option, the District will pay for all Services completed or delivered to District for which value is received up to the date of the notice of termination. All work, materials and orders paid for pursuant to this provision shall become the property of the District.
- 14. LIMITATION OF DISTRICT LIABILITY.** Other than as provided in this Agreement, District's financial obligations hereunder shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other

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provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.

- 15. ANTI-DISCRIMINATION.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
- 16. EMPLOYMENT WITH PUBLIC AGENCY.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 17. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.
- 18. ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.
- 19. NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.
- 20. SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.
- 21. GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
- 22. ATTORNEY'S FEES.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
- 23. BOARD APPROVAL REQUIRED.** Agreements shall not be a valid and binding obligation of the District, unless and until executed by both Parties and approved or ratified by the District's Board of Education.
- 24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 25. AUTHORITY OF EXECUTING OFFICER OR PARTY.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 26. CONTRACT EXECUTION.** Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed

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with an original ink signature. The term 'electronic copy of a signed contract' refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term 'electronically signed contract' means a contract that is executed by applying an electronic signature using technology approved by the District.

Executed by the Parties at San Jose, California, on the day and year indicated below.

**San José Unified School District**

**Flippen Group L.L.C. DBA Capturing Kids Hearts**

Dated:

Dated: 6/24/2024

By:



By:



Tracy Morrison

Cara Cooley

Director, Procurement

operations Coordinator

**EXHIBIT A**  
**CONTRACTOR CERTIFICATION**

**THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:**

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: Vanessa Dean, Principal at Muwekma Ohlone Middle

Signature:

Date:

Principal Initials:

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**Tuberculosis Certification.** The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).

**EXHIBIT A****CONTRACTOR CERTIFICATION CONTINUED**

- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**COVID-19 Certification.** The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

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**Lobbyist Certification.** The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes, and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

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**Conflict of Interest Certification.** The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:


- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

**EXHIBIT A**  
**CONTRACTOR CERTIFICATION CONTINUED**

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**Flippen Group, L.L.C. DBA Capturing Kids Hearts**

Date: 6/24/2024

Signature: A blue DocuSign signature box containing the text "DocuSigned by:" at the top, a handwritten signature "Cara Cooley" in the center, and a truncated alphanumeric string "D43220BA3C8245E..." at the bottom.

Cara Cooley

operations coordinator

**EXHIBIT A**

**STUDENT DATA CONFIDENTIALITY CERTIFICATION**

The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to the Contractor.

Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer’s personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

**Flippen Group, L.L.C. DBA Capturing Kids Hearts**

Date: 6/24/2024

Signature:

DocuSigned by:  
  
 D43220BA3C8245E...

Cara Cooley

Operations Coordinator

**EXHIBIT B****“SERVICES, FEES AND SPECIAL TERMS”**

<b>SERVICE DESCRIPTION</b>	<b>DATES</b>	<b>PRICE</b>
Capturing Kids Hearts Training 1 Two consecutive day training session for up to fifty (50) participants: <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited collection of foundational videos and resources on CKH.org</li> </ul>	August 5-6, 2024	\$22,900.00
Capturing Kids' Hearts Process Champions Implementation Visit: <ul style="list-style-type: none"> <li>• One day customized to fit your needs (either an additional one-day instructional session for a separate group or a one (1) day Campus Traction Visit).</li> <li>• One (1) day instructional session for up to thirty (30) participants.</li> </ul>	Fall 2024	\$17,500.00
Campus Traction Visit - One day campus visit involving group and one on one sessions with campus administrators and/or Process Champions Team.	Spring 2025	\$4,250.00
CKH Campus Premium - A campus specific subscription that provides comprehensive on going support to leaders and staff who have completed Capturing Kids Hearts 1 Training	2024-2025 School Year	\$5,00000
<b>GRAND TOTAL</b>		<b>\$49,650.00</b>

**EXHIBIT B****“SERVICES, FEES AND SPECIAL TERMS CONTINUED”****ADDITIONAL FEES**

Travel Expenses: Travel Fees for each training event or other services provided by Contractor under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel fees inside the Continental United States will be included on the invoice and billed at the rate of \$1,250.00 for one (1) day events, \$1,900.00 for two (2) day events, and \$2,250.00 for three (3) day events (per Consultant) Each additional consecutive day for durations in excess of three (3) days will be billed at \$350.00 per day (per Consultant).

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts 1 Training.
- A \$400.00 fee will be charged for each person over 30 not to exceed 35 total per Capturing Kids' Hearts Process Champions Implementation Visit.

**SPECIAL TERMS AND CONDITIONS****SCHEDULING & EVENT SET-UP**

District will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at District's expense.

Contractor will need designated District personnel to work with for the scheduling and event planning needs. Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement. Contractor may need to communicate with the Districts employees/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

**RECORDING & MEDIA**

Video and/or audio taping of events is strictly prohibited without prior written approval by Contractor. Media representatives are not allowed to attend events without prior written approval by Contractor.

**COPYRIGHTS & TECHNOLOGY RIGHTS**

Contractor's intellectual property is a crucial part of providing training materials and consulting services to District, and Contractor could not continue its work if its clients did not honor and respect Contractor's intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and "look and feel" of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of Contractors or its licensors. **None of our work or work product is done on a "work for hire" basis, and all our material and work product is owned exclusively by Contractor and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Contractor. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

**EXHIBIT B****“SERVICES, FEES AND SPECIAL TERMS CONTINUED”****TRADEMARKS:**

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “**Trademarks**”) are the registered and unregistered trademarks of Contractor and its licensors. You agree that you will obtain advance written consent from Contractor before referring to or attributing any information to Contractor or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, Contractor or its licensors.

**USE OF RESOURCES**

Contractor grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Contractor for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites. Access to Resources for participants is based upon both their completion of specific training(s) with Contractor and the contractual relationship between Contractor and the District, the organization of which the participant is a current member. The relationship with District is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the District’s organization, the participant will no longer have access to the resources.

**APPLICABLE RESTRICTIONS & REQUIREMENTS**

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