



## San José Unified School District (CA)

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### Goalbook

*Together we empower educators so that ALL students succeed.*



San José Unified School District (CA)  
Chris Metcalfe, Director of Special Education  
855 LENZEN AVE.  
SAN JOSE, CA 95126

Dear Chris Metcalfe and the San José Unified School District (CA) Team,

We are excited and grateful for the opportunity to partner with San José Unified School District (CA) to empower educators in providing equity and access to rigorous standards aligned instruction for all students.

Goalbook Toolkit is a one-of-a-kind solution that improves student outcomes by increasing teacher effectiveness throughout the special education process. It is an online solution that builds teacher capacity to develop higher-quality IEPs and implement them with more effective specially designed instruction. First, Toolkit guides teachers to confidently identify student present levels that are data driven. Next, it saves time in developing compliant and standards-aligned goals that address student individual needs. Finally, Toolkit helps teachers successfully implement IEPs and monitor progress with instant access to research-based instructional strategies and classroom-ready resources. Toolkit's online resources are supported by comprehensive professional development and training for teachers.

Beyond these ongoing core benefits, as San José Unified School District (CA) plans for the 2024-2025 school year, Toolkit helps support the demands of special education in this unique environment:

- Providing assessments and a present level of performance tool to help identify areas of regression and urgent needs for skill recoupment, including essential standard areas.
- Supporting the development of skills based and standards aligned IEP goals with the appropriate levels of scaffolding to support both recoupment and growth.
- Delivering classroom-ready resources and strategies that support planning and the delivery of specially designed instruction in both classroom and remote environments.

The following is a proposal for services and a thoughtful implementation plan to be delivered through a Goalbook partnership.

Sincerely,

Logan Juve Janicula  
Success



## San José Unified School District (CA): Implementation Plan

### Staffing Requirements for an effective implementation:

Within size/need alike implementations, partners typically appoint a representative or “point person” who is in a position of leadership and directly tied to the initiative that our work supports. Point personnel have included titles of coordinator, director, facilitator or teacher on special assignment. This point person is tasked to be a liaison between administrators, teachers and Goalbook throughout the year with routine communication (e.g. monthly) for collaborative planning and/or delivering initial PD/training and follow up support. Please see the included services for implementing Goalbook Toolkit in partnership with San José Unified School District (CA).

### Implementation Services Included Each Academic Year:

Goalbook Toolkit Special Education Full District Department Membership- Goalbook Toolkit access for 350 total users in San José Unified School District (CA)

Goalbook services include:

- Access to ongoing webinars that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook help desk and technical support

### Pricing Summary:

**2024-2025 Total: = \$183,260.00**

*\*Discounted from \$208,250.00 through a three-year partnership*

**2025-2026 Total: = \$183,260.00**

*\*Discounted from \$208,250.00 through a three-year partnership*

**2026-2027 Total: = \$183,260.00**

*\*Discounted from \$208,250.00 through a three-year partnership*

Goalbook Toolkit access can be granted to special education staff members within San José Unified School District (CA) according to the above scope of implementation. Additional users may receive access as appropriate and jointly agreed upon with San José Unified School District (CA).



### **Suite of Services:**

As a complement to the Goalbook Toolkit program, Goalbook delivers ongoing support and training, customized to the needs of each of our partners in the form of:

- Customized implementation and professional development planning and support, aligned to instructional initiatives
- Tailored analytics and reporting on program participation
- Targeted recommendations around training and implementation based on program analytics
- On-demand and personalized training delivered as jointly agreed upon based on implementation needs

### **Dedicated User and Technical Support:**

Goalbook empowers teachers to transform instruction so that ALL students succeed. We blend pedagogical research and intuitive technology into our easy-to-use online tools and leading professional development for educators.

- Goalbook provides each educator with dedicated technical support and access to Goalbook's help desk. On every page within Goalbook Toolkit there is an orange contact us button in the bottom right corner. By clicking that button individual users can directly access Goalbook's help desk without any fees or payments.
- Goalbook's interactive user interface also supports users through interactive features (such as the Strategy Wizard and the Personalized Goal Wizard) for navigating and selecting the resources within our platform efficiently and effectively.
- In addition to direct end user access to Goalbook's help desk on every page, Goalbook's success team can provide users with live and pre-recorded tutorials demonstrating how to utilize features and content within Goalbook.



**QUOTE 2400065-0**  
**San José Unified School District (CA)**

**01 Aug 2024**  
 Due 31 Aug 2024 (NET 30)

Qty	Unit	Description	Price	Total
1.0	Product	Full District Membership - Goalbook Toolkit access for up to 350 users, including all Goalbook Services	\$ 208,250.00	\$ 208,250.00
1.0	Product	Multi-Year Partner Discount	-\$ 24,990.00	-\$ 24,990.00
<b>Total Due:</b>				<b>\$183,260.00</b>

**Quote Notes**

Goalbook Toolkit Full District Membership - Goalbook Toolkit access for up to 350 users in San José Unified School District (CA), active until June 30, 2025.

Goalbook services include:

- Access to ongoing webinars that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook help desk and technical support

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 If a Purchase Order is generated, you can email it to support@goalbookapp.com or fax to (650) 284-0432, and we will add the PO # to this invoice.  
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This quote form is entered into and effective as of the form date set forth above by and between Enome, Inc. and the Client identified above. This quote form incorporates the Goalbook Terms and Conditions, attached hereto as Exhibit A ([goalbookapp.com/terms](http://goalbookapp.com/terms)) (collectively the "Agreement").

All fees are non-cancellable and non-refundable.

By paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, that you have the authority to bind your organization to the Agreement.





**OR GOALBOOK**

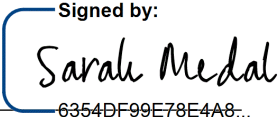
**FOR SAN JOSÉ UNIFIED SCHOOL DISTRICT**

Name: Sarah Medal

Name: Tracy Morrison

Title: Operations and Finance Manager

Title: Director, Procurement

Signature:  Signed by:  
*Sarah Medal*  
6354DF99E78E4A8...

Signature: \_\_\_\_\_

Date: 9/11/2024

Date: \_\_\_\_\_

Initial  
*MPA*

## EXHIBIT A

### GOALBOOK TERMS AND CONDITIONS

*Effective from July 1, 2023.*

The following Goalbook Terms and Conditions (“**Terms**”) govern the use of services provided by Enome, Inc. (“**Goalbook**”) which may include services available at goalbookapp.com, Toolkit, Pathways, and any other features or services provided by Goalbook (collectively the “**Services**”). By accessing or using the Services, each User of the Services agrees to be bound by the Terms on behalf of themselves and the organization with whom they are affiliated that issued the email account address used to access the Services. Contracting Organizations will be bound by the additional terms in Appendix A

(Contracting Organization Terms). ~~Terms are subject to change without notice and will be posted on goalbookapp.com.~~ Continued use of the Services will be deemed acceptance of the then-current Terms, including any additional terms, rules, or guidelines which we may post from time to time, which are hereby incorporated by reference into the Terms.

#### 1. Definitions.

“**Authorized User**” means an individual affiliated with a Contracting Organization (i.e. a teacher, educator, school administrator, etc.) authorized by a Service Administrator to access and use the Services using an email account address issued to them by a Contracting Organization, specifically excluding students, parents, or other members of the general public not directly affiliated with a Contracting Organization.

“**Contracting Organization**” means an organization (i.e. school district, school, educational agency, etc.) that places an order for the Services through an Order.

“**Goalbook Materials**” means the visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, and all elements of the Services.

“**Order**” means a written agreement for the Services between Contracting Organization and Goalbook specifying details of the Services requested, which may include the number of Authorized Users to be given access to the Services, and related fees.

“**Personally Identifiable Information**” or “**PII**” means any information that may be used to distinguish or trace an individual’s identity.

“**Service Administrator**” means an Authorized User designated by a Contracting Organization and authorized by Goalbook to provide Authorized Users access to the Services.

**“Shared Link User”** means an individual that is provided a link by an Authorized User to access User Content or other content authorized by Goalbook from the Services, for the limited purpose of viewing the content.

**“Student Records”** means any information directly related to a student that is maintained by the Contracting Organization and acquired by Goalbook from a User of the Services or other Contracting Organization employees, specifically excluding information that cannot be used to identify an individual student.

**“Term”** means, in the case of Authorized Users, the period of time the Services will be made available as specified in an Order or otherwise communicated by Goalbook, and in the case of Trial Users, the period of time specified by Goalbook under a trial program for Trial Services.

**“Trial Services”** mean Services made available by Goalbook at reduced or no cost on a trial basis for a limited period of time with reduced functionality when compared to paid for Services of the same or similar nature and kind.

**“Trial User”** means a user of the Trial Services using an email account address issued to them by a school, school district, educational agency, or educational institution.

**“User Content”** means any data, content, images, or information (together “Content”) posted, inputted, uploaded or otherwise made available by an Authorized User as permitted by the functionality available within the Services, including any Content produced by the Services based on such Content.

**“Users”** means Authorized Users and Trial Users at least 13 years or older who can form legally binding contracts, are not a resident of the European Economic Area (EEA) and have not previously had their account suspended or deactivated.

## **2. Provision of Services.**

**2.1 Goalbook Platform.** Goalbook will make the Services available only to Users, in accordance with these Terms, and in the case of Authorized Users, any additional terms set forth in Order(s). The Services may only be accessed and used by human beings. Access or use by Artificial Intelligence (AI) or any form of automated software is prohibited. AI means the simulation of human intelligence processes by machines, such as computer systems. In the event that Company determines, at its own discretion, that AI has been used to access or use the Services, Company reserves the right to block access to the Services or terminate the applicable user account. Goalbook will ensure the Services are available to Users and will use commercially reasonable efforts to maintain the security of the Services. Goalbook may provide online support services during normal business hours

(between the hours of 9:00 am to 5:00 pm PST on business days) in its sole discretion. Goalbook may access User accounts, including without limitation User Content, to respond to service or technical problems.

~~**2.2 Goalbook's Privacy Policy.** Goalbook's Privacy Policy located at [goalbookapp.com/privacy](http://goalbookapp.com/privacy) is incorporated herein by reference. Goalbook reserves the right to modify its Privacy Policy, provided that any such modification will not derogate a User's rights set forth in these Terms.~~

**2.3 Free Trial.** Access to and use of any paid Services may start with a free trial ("Free Trial") by a Trial User who has signed up to access Trial Services through Goalbook's trial program online. A Trial User is only entitled to access Trial Services once and for the limited purpose of evaluating the Trial Services to determine whether to purchase a paid subscription Services. At the end of the Trial Services Term, the Contracting Organization associated with the Trial User will be required to pay for ongoing Services or the Trial User must discontinue use of the Trial Services and any Goalbook Materials downloaded from the Trial Services.

### **3. Use of the Goalbook Platform.**

**3.1 Goalbook Platform Guidelines.** Users may only use the Services for educational purposes as a teaching tool for the benefit of students, and are not permitted to:

- (a) copy (e.g., into Word file) any Goalbook Materials including but not limited to the content provided as part of the Services, for use outside of the Goalbook website or Services;
- (b) rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer any rights granted herein;
- (c) post, upload, or distribute any defamatory, libelous, infringing, unlawful, objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate or inaccurate User Content;
- (d) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;
- (e) delete the copyright or other proprietary rights markings on the Services or any User Content;

(f) make unsolicited offers, advertisements, or proposals, or send junk mail or spam to other Users, this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

(g) use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

(h) defame, harass, abuse, threaten, or defraud Users, or collect, or attempt to collect, PII of Users or third parties without their consent;

(i) use the Services for any commercial purpose without Goalbook's explicit consent;

(j) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services or User Content, features that prevent or restrict use or copying of any content accessible through the Goalbook Platform, or features that enforce limitations on the use of the Services or User Content;

(k) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

(l) modify, adapt, translate, or create derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or (m) intentionally interfere with or damage operation of the Services or any User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Shared Link Users may have access to web links that allow access to certain Content, including User Content, available from the Services. Access and the ability to download such Content from the web links is for personal use only by the Shared Link User, and may not be used to copy, distribute, sublicense, publicly display, or publicly perform such Content.

The Services may contain limitations that block a user from taking certain actions, including copying, printing, and downloading Content, if the Services detects an unusual amount of usage during a time period. Where it has been clearly established that a User is a repeat offender, Goalbook may, in its sole discretion, terminate that User's account. If a User believes they have been incorrectly blocked or terminated, they may contact customer support at [support@goalbookapp.com](mailto:support@goalbookapp.com).

**3.2 Compliance.** Certain features within the Services may contain open text fields that allow a User to enter information at the User’s discretion. Goalbook discourages Users from entering PII into open text fields. Contracting Organization and Users represent and warrant they have obtained all required consents and permissions, and are in compliance with all applicable policies and laws, when engaging with the features and functionality of the Services, including but not limited to entering student PII into the Services.

**3.3 CA Compliance.** For Contracting Organizations located in the state of California, [an addendum [goalbookapp.com/ca-addendum](http://goalbookapp.com/ca-addendum)] attached hereto as part of Exhibit B, is entered into between Contracting Organization and Goalbook for each executed Order to comply with California Assembly Bill 1584.] ~~or [the following terms apply with respect to Student Records obtained by Goalbook from a Contracting Organization or User: a) Student Records will continue to be the property of and under the control of the Contracting Organization; b) Parents, legal guardians, or eligible students may review PII in the Student Records and request a correction to erroneous information by submitting a written request to [privacy@goalbookapp.com](mailto:privacy@goalbookapp.com) to review the specific information believed erroneous, and then make a correction if necessary; c) Goalbook will take actions to ensure the security and confidentiality of Student Records, including but not limited to designating and training responsible individuals on best practices relating to security and confidentiality of Student Records, and insuring only appropriate staff members have access to Student Records; d) Goalbook will report to an affected parent, legal guardian, or eligible student any unauthorized disclosure of Student Records through the designated Contracting Organization’s point of contact; e) Contracting Organization and Goalbook will not use any information in a Student Record for any purpose other than those required or specifically permitted by this Agreement; f) Student Records will not be retained or available to Goalbook upon termination of this Agreement, with proof of destruction available to Contracting Organization upon request; and g) Contracting Organization and Goalbook will work together as necessary through the exchange of information to comply with FERPA.~~

**3.4 Third-Party Websites.** The Services and Goalbook websites may contain links to third-party websites. The linked sites are not under Goalbook’s control, and Goalbook does not take responsible for the contents of any linked site. Third-party links are provided as a convenience only, and access provided by Goalbook to a link does not imply Goalbook’s endorsement of, sponsorship of, or affiliation with the linked site.

#### **4. DMCA Copyright Policy.**

Goalbook operates the Goalbook Platform in compliance with 17 U.S.C. §512 and the Digital Millennium Copyright Act (“**DMCA**”). It is our policy to respond to any infringement notices and take appropriate actions under the DMCA and other applicable intellectual

property laws. It is the policy of Goalbook to promptly process and investigate notices of alleged copyright infringement, and take appropriate actions under the DMCA. Pursuant to the DMCA, Goalbook has designated an agent to receive notification of alleged copyright infringement occurring on web pages or computer servers. Notice of infringement of copyrighted works on the Services may be sent to [legal@goalbookapp.com](mailto:legal@goalbookapp.com).

## **5. Proprietary Rights.**

### **5.1 Reservation of Rights.**

Goalbook owns all rights, title, and interests in and to (a) the Services, including Goalbook Materials, (b) Goalbook's trademarks, trade names, domain names and logos; and (c) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide the Services, and/or conceived or developed under or in connection with this Agreement, and all intellectual property rights therein (collectively "**Goalbook IP**"). Other than as expressly set forth in these Terms, no rights are granted to the Goalbook IP, and all such rights are hereby expressly reserved. Goalbook does not claim or have any ownership rights in User Content.

### **5.2 Grant of Rights.**

(a) Subject to these Terms, Goalbook grants User a non-exclusive, limited, non-transferable, non-sublicenseable (except as permitted under this Agreement) right during the Term to access and use the Services and Trial Services, as applicable, for educational purposes only.

(b) Contracting Organization and User grant Goalbook a royalty-free, non-exclusive, worldwide, irrevocable during the Term, right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, User Content, and to sublicense the foregoing rights to Goalbook's affiliates and operators of the Services and Goalbook affiliated websites, solely as necessary to provide the Services; provided, however, that Goalbook will not alter any trademarks or logos from the form contained within User Content (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with a User's removal requests.

(c) Contracting Organization and User authorize Goalbook to collect, store, and process PII entered by User into the Services, in accordance with the Goalbook Privacy Policy.

(d) Notwithstanding anything to the contrary, Goalbook may use and distribute statistics based on Services usage and User Content as aggregated with data from Goalbook's other clients for marketing and other purposes. Goalbook may also send email communications to Users regarding Services.

(e) Goalbook shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Contracting Organization or a User relating to the Services to the extent it does not violate section 6 (Confidentiality).

(f) Goalbook will perform and maintain regular database backups according to our retention policy appropriate for the particular system. Goalbook implements and maintains commercially reasonable measures intended to avoid unplanned interruptions to the Services, and will use commercially reasonable efforts to notify Contracting Organization and Authorized Users in advance of planned interruptions to the Subscription Services.

## **6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used herein, "Confidential Information" means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party"), including without limitation these Terms, PII, User Content, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually) or any other information that would generally be considered confidential, taking into account the type of information and circumstances under which the information was disclosed. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

**6.2 Protection.** Each party will not disclose the other party's Confidential Information, or use the other party's Confidential information for any purpose other than to perform its obligations or exercise its rights under these Terms, and will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no

event shall either party exercise less than reasonable care in protecting such Confidential Information.

**6.3 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to contest the disclosure.

**6.4 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **7. Warranties & Disclaimers.**

**7.1 Warranties.** Contracting Organization, User and Goalbook represent and warrant they have the legal power to enter into these Terms. Goalbook represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with industry standards for similar services under normal use and circumstances and will have a level of uptime, transaction response time, and technical support response time that is better or as good as that provided to other users of the Services.

**7.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, GOALBOOK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GOALBOOK HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **8. Limitation of Liability and Indemnity.**

**8.1 Limitation of Liability.** IN NO EVENT SHALL GOALBOOK HAVE ANY LIABILITY TO CONTRACTING ORGANIZATION OR A USER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY WHETHER OR NOT GOALBOOK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL GOALBOOK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$1,000 OR THE AMOUNTS ACTUALLY PAID

BY AND DUE FROM CONTRACTING ORGANIZATION FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

**8.2 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of these Terms may be commenced by either party more than two (2) years after the expiration of the Term.

**8.3 Indemnification.** Subject to the Terms, Contracting Organization and User shall defend, indemnify, and hold Goalbook harmless against any loss or damage (including without limitation reasonable attorney's fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Goalbook by a third party (a) alleging that User Content, or the use thereof by either party solely in accordance with these Terms, has caused harm to a third party or infringes the intellectual property rights, privacy rights, or publicity rights of a third party, (b) arising out of a User's or Contracting Organization's breach of Section 3; or (c) arising from a User's or Contracting Organization's use of the Services; provided, that Goalbook (i) promptly gives written notice of the Claim to Contracting Organization; (ii) gives Contracting Organization sole control of the defense and settlement of the Claim (provided that Contracting Organization or User may not settle or defend any Claim unless it unconditionally releases Goalbook of all liability); and (iii) provides to Contracting Organization, at Contracting Organization's cost, all reasonable assistance. Contracting Organization shall have no obligations to Goalbook under this Section 8.3 to the extent such Claims arise from Goalbook's breach of these Terms.

## **9. Term.**

**9.1 Term.** These Terms commence on the earlier of the date an Order is executed between Contracting Organization and Goalbook or User is given access to the Services, and shall continue until the expiration of the Term, unless sooner terminated pursuant to these Terms.

**9.2 Surviving Provisions.** The following provisions shall survive the termination or expiration of these Terms for any reason and shall remain in effect after any such termination or expiration: Sections 1, 5.1, 5.2(d), 6, 7.2, 8, 9, and 10.

## **10. General Provisions.**

**10.1 Relationship of the Parties.** These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between User, Goalbook or Contracting Organization.

**10.2 No Benefit to Others.** The representations, warranties, covenants, and agreements contained in these Terms are for the sole benefit of Users, Goalbook and Contracting Organization and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

**10.3 Notices.** All notices under these Terms will be delivered to the email address supplied by each party and deemed given upon the time and date the email is received by the recipient. Notices to Goalbook will be sent to [legal@goalbookapp.com](mailto:legal@goalbookapp.com).

**10.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.5 Severability.** If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision shall be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate these Terms by notice to the other party.

**10.6 Assignment.** These Terms are non-assignable without the express written consent of Goalbook.

**10.7 Subcontractors.** Goalbook may use subcontractors or other third parties in carrying out its obligations under this Agreement and any Order. Goalbook remains responsible for the performance of the Services that are subcontracted under this Agreement.

**10.8 Governing Law.** These Terms shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws and provisions.

**10.9 Venue.** The federal and state courts located in the Northern District of California shall have jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

**10.10 Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under these Terms.

**10.11 Entire Agreement and Construction.** These Terms, the Goalbook Privacy Policy, and any Order between Goalbook and the Contracting Organization constitute the entire agreement between the parties as to the Services and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the Services. In the event of any conflict between terms, the order of precedence will be these Terms, the Goalbook Privacy Policy, and finally Order.

**10.12 Force Majeure.** Neither party will be deemed in breach of these Terms if the failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or labor problems, computer, internet, or telecommunications failures, delays or network intrusions, or denial of service attacks.

## **Appendix A**

### **Contracting Organization Terms**

#### **1. Fees & Payment.**

**1.1 Fees.** Contracting Organization shall pay the fees specified in the Order and in any executed SOW. All fees are quoted in United States Dollars. Fees are non-refundable except as otherwise specifically set forth in these Terms. Fees due shall be payable thirty (30) days from the invoice date. All payments made under these Terms shall be in United States Dollars.

**1.2 Professional Services Fees.** Any work outside the scope of the Order or SOW performed by Goalbook pursuant to Contracting Organization's request will be billed at Goalbook's current rates, unless otherwise set forth in an executed Statement of Work.

~~**1.3 Overdue Payments.** Any payment not received from Contracting Organization by the due date may accrue, at Goalbook's discretion, late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower; from the date such payment was due until the date paid.~~

**1.4 Suspension of Goalbook Platform.** If Contracting Organization's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, Goalbook reserves the right to suspend the Goalbook Platform provided to Contracting Organization, without prior notice or liability to the Contracting Organization, until such amounts are paid in full.

**1.5 Taxes.** Goalbook's fees are exclusive of all local, state, federal, and foreign taxes, levies, or duties of any nature ("Taxes"), and Contracting Organization is responsible for payment of all Taxes, excluding only United States taxes based on Goalbook's income. If Goalbook has the legal obligation to pay or collect taxes for which Contracting Organization

is responsible pursuant to this Section 5.6, the appropriate amount shall be invoiced to and paid by Contracting Organization, unless Contracting Organization provides Goalbook with a valid tax exemption certificate authorized by the appropriate taxing authority.

**1.6 Billing and Contact Information.** Contracting Organization shall ensure that License Administrator maintains complete, accurate, and up-to-date Contracting Organization billing and contact information via the online Contracting Organization account section of the Goalbook Platform at all times.

**2. Professional Services.** Upon request, Goalbook may provide Contracting Organization certain professional services that are ancillary to the Services, such as integration or customization (“Professional Services”). In such event, the parties will enter into a Statement of Work (“SOW”) sets forth the scope and description of the Professional Services, deliverables, parties’ responsibilities, completion dates, fees and payment terms, and any other relevant information.

**3. Contracting Organization Accounts.** Only Service Administrators may authorize Authorized Users to access and use the Services and only in accordance with instructions provided by Goalbook. Goalbook reserves the right to restrict access to the Services to certain Users in its sole discretion. Contracting Organization is liable and responsible for all Authorized Users use of the Services, including all activities that occur under Authorized User accounts. Contracting Organization shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Content; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Goalbook promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in Authorized User’s access to and use of the Services.

**4. Use of Logo.** Goalbook shall be permitted to use Contracting Organization’s name and logo on the Goalbook website, in testimonial content, in press releases, and within marketing materials. Written approval from the District must be received prior to any media and marketing publication. Request must be sent to [pio@sjusdorg.com](mailto:pio@sjusdorg.com). With Contracting Organization’s prior consent, Goalbook may issue press releases relating to these Terms.

**5. Termination.** Contracting Organization or Goalbook may terminate these Terms for cause: (i) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Termination shall not relieve Contracting Organization of the obligation to pay any fees accrued or payable to Goalbook prior to the effective date of termination.

## **Exhibit B**

### **Privacy Policy**

Effective from July 1, 2023.

#### **Introduction**

Welcome, and thank you for your interest in Enome, Inc. (“Enome” “us” or “we”) and Goalbook, our web-based platform that provides instructional resources and professional development for organizations such as school districts and schools to plan rigorous and differentiated instruction (collectively, the “Services”), as further described in the Goalbook [Terms of Use](#). This Privacy Policy describes the information that we gather from you, how we use and disclose your information, and the steps we take to protect your information. This Privacy Policy is incorporated into and is subject to the Goalbook Terms of Use. Capitalized terms that are not defined in the Privacy Policy have the meaning given to them in the Terms of Use. By using any of the Services, you are agreeing to the terms of this Privacy Policy and the Terms of Use into which it is incorporated. If you do not agree to this Privacy Policy, you should not use any of the Services or provide to us any of your personal information. Please contact us with any questions or comments about this Privacy Policy, your personally identifiable information, our use and disclosure practices, or your consent choices by email at [privacy@goalbookapp.com](mailto:privacy@goalbookapp.com). Enome, Inc. (Goalbook) PO Box 1289 San Mateo, CA 94401

#### **Changes and Updates to this Privacy Policy**

Please revisit this page periodically to stay aware of any changes to this Privacy Policy, which may be revised periodically at our sole discretion, as provided in Terms of Use. If we modify the Privacy Policy, we will make it available through the website, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Services for the first time after such material changes are made. Our amended Privacy Policy will automatically take effect 30 days after it is made available through the website, except that (i) we generally only use your personally identifiable information in the manner described in the Privacy Policy in effect when we received that information and (ii) if you do not agree with any changes to the Privacy Policy, you may terminate your account and stop using of the Services. Your continued use of the Services after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the current version of the Privacy Policy.

#### **Our Commitment to Privacy of Certain Groups**

We do not knowingly collect any personally identifiable information from persons under the age of 13 or residents of the European Economic Area (EEA). If you are under 13 or a resident of the EEA, please do not sign up for the Services or provide any information to us.

### Information We Collect

- **User-provided Information.** When you use the Services you may provide and we may collect what is generally called “personally identifiable” information. For example, you may provide us with personally identifiable information when you register for an account, share resources with others through our private and secure links, or send us customer service-related requests. When you buy products or services from us, we may ask you for your credit or debit card number, type, expiration date, and similar information. Such information is collected and stored by our third-party payment processing company, and use of such information is governed by such company’s applicable terms of service and privacy policy.
- **Information from other Users.** We may receive information, including personally identifiable information, from other users of the Services. For example, we may receive personally identifiable information about a student when a user of the Services (such as a teacher or administrator) enters information about a student. We protect this personally identifiable information in accordance with this Privacy Policy.
- **“Cookies” Information.** When you use the Services, we may send one or more cookies – small text files containing a string of alphanumeric characters – to your computer. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our website. Persistent cookies can be removed. Please review your web browser “Help” file to learn the proper way to modify your cookie settings. Please note that if you delete, or choose not to accept, cookies, you may not be able to utilize the features of the Services to their fullest potential.
- **“Automatically Collected” Information.** When you use the Services or open one of our HTML emails, we may automatically record certain information from your web browser by using different types of technology, including “clear gifs” or “web beacons.” This “automatically collected” information may include your IP address or other device address or ID, web browser and/or device type, the web pages or sites that you visit just before or just after our website, the pages you view on the Services, and the dates and times that you access the Services. This information is gathered for all users.

- **Information Provided By Contracting Organizations.** We may also receive information, including personally identifiable information, under our agreements with users. It is the responsibility of each user to comply with all laws related to the disclosure of such information. For example, this personally identifiable information may include the educational records of students. It is the responsibility of the user to comply with the Federal Educational Rights Privacy Act (FERPA) and all state privacy laws and other laws. Once this information is in our possession, we will protect it in accordance with this Privacy Policy.

### **How We Use Collected Information**

We use the information that you provide or that we collect to operate, maintain, enhance and provide all of the features of the Services. This may include sharing of information with third party service providers solely in order to provide you the Services. We use the information that you provide that we collect to understand and analyze the usage trends and preferences of our users, to improve the Services, and to create new features and functionality. We may use your email address or other personal information to contact you for administrative purposes such as customer service, to address intellectual property infringement, right of privacy violations or defamation issues related to your User Content posted on the Services, or other messages related to the Services. We may use “cookies” information and “automatically collected” information to: (a) personalize our services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit our website; (b) monitor and analyze the effectiveness of Service; and (c) monitor aggregate site usage metrics such as total number of visitors and pages viewed.

### **When We Disclose Information**

Your privacy is very important to us, and we are not in the business of selling your information. Any information, including personally identifiable information, that you voluntarily choose to include in an area of the Services accessible to other users, such as when you share resources with others through our private and secure links, will be available to anyone who has access to that content, including other users. Once you make your personally identifiable information available in this way, it may be collected and used by the recipients. We work with third-party service providers to provide website and application development, hosting, maintenance, and other services for us related to the operation of the Services. We may disclose your personally identifiable information to the extent it is necessary for these third-party service providers to complete their contractual obligations to us. Such disclosure is made under these third-party service provider terms, and limited to using the information for the purpose of providing the Services. We gather certain information automatically and store it in log files. This information may include IP addresses, browser type, internet service provider (“ISP”), referring/exit pages,

operating system, date and time stamp, clickstream data and other data. We use this information to manage and operate the Services. We automatically collect and aggregate non-personally identifiable information to: (i) comply with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist us in understanding our users' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Services. We may also disclose your information if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. Copyright law), in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement activity. We also reserve the right to disclose your information when we believe, in good faith, that disclosure is appropriate or necessary to take precautions against liability; to protect us and others from fraudulent, abusive, or unlawful uses or activity; to investigate and defend ourselves against any third party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of us and the Services; or to protect the rights, property, or personal safety of Enome, our users, or others. In the event that we are acquired by or merged with a third-party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You will be notified by email or a prominent notice on our Services of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

### **Your Choices**

You may, of course, decline to share certain personally identifiable information with us, in which case we may not be able to provide to you some of the features and functionality of the Services. You may update or correct your profile information and preferences at any time by accessing your account preferences page through the Services. You may request deletion of your account, including all profile information and any library data you stored on our system, by writing an email request from your email account to support@goalbookapp.com. Please note that while your changes are reflected promptly in active user databases, we may retain information you submit for a variety of purposes, including backups and archiving, prevention of fraud and abuse, and analytics.

### **Third Party Services:**

Our website may contain links to Web sites and services provided by third parties. Any personally identifiable information you provide on third party sites or services is provided directly to that third party and is subject to that third party's policies, if any, governing privacy

and security. We are not responsible for the content or privacy and security practices and policies of third party sites or services to which links are displayed on our website. We encourage you to learn about third parties' privacy and security policies before providing them with personally identifiable information.

### **Our Commitment to Data Security**

We use commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personally identifiable information. We cannot, however, ensure or warrant the security of any information you transmit to us, and you do so at your own risk. Once we receive your transmission of information, we make commercially reasonable efforts to ensure the security of our systems. We do not guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If we learn of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. We may post a notice through our website if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. You may receive a free written notice of a security breach by notify us at [privacy@goalbookapp.com](mailto:privacy@goalbookapp.com).

### **International Visitors**

The website and Services are hosted in the United States. If you choose to use the Services from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personally identifiable information outside of those regions to the United States and by providing your personally identifiable information on the Services you consent to that transfer.

### **Supplemental California Privacy Notice**

This Privacy Notice for California Residents supplements our main privacy policy and applies to visitors, users, and others who live in California and whose personal information Enome processes as a "business." It does not apply to personal information we collect in the following circumstances:

- From employees or job applicants in their capacity as employees or job applicants;
- Personal information we collect from employees, owners, directors, officers, or contractors of businesses in the course of our provision or receipt of business-related services; and
- Information that we process as a service provider on behalf of other businesses. Please see our main privacy policy for more information on how we process information as a service provider.

## **A. Categories of Personal Information that We Collect and Share**

The CCPA defines “sale” and “personal information” very broadly. Certain uses of your data described above may constitute a sale under the CCPA, as we currently understand it. If you would like to opt out of our use of your information for purposes that are considered a “sale” under California law, you may do so by sending an email to [support@goalbookapp.com](mailto:support@goalbookapp.com). If you want us to delete tracking cookies that enable targeted advertising, which allow us to provide promotions and offers relevant to you, you may do so by sending an email to [support@goalbookapp.com](mailto:support@goalbookapp.com). If you clear your cookies after you asked us to delete tracking cookies, we will not be able to know that you made this request so you will need to opt-out again. You can also submit a sale opt-out request by emailing us at [support@goalbookapp.com](mailto:support@goalbookapp.com) and include “CCPA OPT-OUT REQUEST” in the email subject line. Please note that we do not knowingly sell the personal information of minors under 16 years of age without legally-required affirmative authorization. The CCPA requires us to give California residents certain information about the categories of personal information we collect and how we use it, the categories of sources of the information, categories of third parties to whom we disclosed the information during the past twelve months for business purposes, and the categories of third parties to which we sold or shared personal information in the past twelve months. While we have set out the categories below as required by the CCPA, you can review our main privacy policy for more detailed information that describes our collection, disclosure, and use. Depending on how you interact with us, we may collect and disclose the categories of information summarized

below.

Categories of Personal Information We Collect	Categories of Sources of Personal Information	Categories of Third Parties that We Share Personal Information With	Categories of Third Parties That We Sell Personal Information To
<p>Educator Identifiers required for users to access Services: name, email, title, school/district name</p> <p>Educator Identifiers optionally provided if user or school district chooses to provide: phone, grade levels, subjects, and possible other data fields</p>	<ul style="list-style-type: none"> <li>You</li> <li>Your employer (e.g. school, district, department, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Service providers</li> <li>Research partners</li> </ul>	<p>N/A (we do not sell Personal Information)</p>
<p>Student Identifiers</p>	<ul style="list-style-type: none"> <li>We do not mandate nor encourage the storage of student identifiers or other student data. Users may choose to enter student data in optional open text fields within the Services, and save the data within the Services.</li> </ul>	<ul style="list-style-type: none"> <li>Service providers</li> </ul>	<p>N/A (we do not sell Personal Information)</p>
<p>Location and Device Data</p>	<ul style="list-style-type: none"> <li>Your browser and device</li> </ul>	<ul style="list-style-type: none"> <li>Service providers</li> </ul>	<p>N/A (we do not sell Personal Information)</p>

Please note that we may also disclose all personal information to (a) comply with federal, state, or local laws; (b) comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities; (c) cooperate with law enforcement agencies concerning conduct or activity that we believe may violate federal, state, or local law, (d) when we sell, transfer or otherwise share some or all of our business or assets, including your personal information, in connection with a business transaction (or potential business

transaction), or (e) to professional advisors, such as lawyers, bankers, auditors and insurers, where necessary in the course of the professional services that they render to us.

## **B. Categories of Business/Commercial Purposes for Our Use of Your Information**

All of the categories of personal information we collect about you (as detailed above) are used for the following purposes:

- Providing our Services
- For our operational purposes
- Improving our existing Services and developing new products and services
- Detecting, protecting against, and prosecuting security incidents and fraudulent or illegal activity
- Bug detection, error reporting, and activities to maintain the quality or safety of our Services
- Uses disclosed in our privacy policy
- Other uses that we may notify you about

## **C. California Residents' Privacy Rights**

Subject to certain restrictions, California residents have the right under the CCPA to request that we:

- Provide you the categories of personal information we have collected or disclosed about you in the last twelve months; the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we shared personal information.
- Provide access to and/or a copy of certain information we hold about you.
- Delete certain information we have about you.
- Honor your opt-out of the "sale" of your personal information.
- Correct inaccurate personal information we have about you.

You may have the right to receive information about the financial incentives that we offer to you (if any). You also have the right to not be discriminated against (as provided for in applicable law) for exercising your access, deletion, or sale opt-out rights. We will not discriminate against you for exercising your rights. Certain information may be exempt from such requests under applicable law. For example, we need certain types of information so that we can provide the

Services to you. Asking us to delete your information may impact your ability to use our Services, including closure of your user account and you may no longer be able to access or use all or parts of the Services. If you would like to exercise any of these CCPA rights, you may send an email to [support@goalbookapp.com](mailto:support@goalbookapp.com). Please include "CCPA REQUEST" in the email subject line and include, in the body of the email, your name (First and Last), email address, state and zip code of residence, and a description of the CCPA rights you wish to exercise. After submitting your request(s), we are required to verify your request(s) to ensure it is not fraudulent. To verify your request, we will contact you via the email address you provided with, or to submit, your request. Further, we may require you to confirm ownership of the email address associated with your request or provide additional information necessary to verify the validity of your request. For example, we may ask for you to provide additional information to determine if it matches information we have. Please be sure to check your SPAM/junk folder in case the email is filtered out by your mail system. If you do not receive an email from us regarding your request(s) within 48 hours, your request or contact information may not have been submitted properly, and you will need to submit a new request. You may also designate an authorized agent to make a request on your behalf. To do so, you must provide us with a copy of written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

#### **D. Data Retention**

We retain your information for as long as is necessary to provide the Services or for other necessary purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. In determining how long to retain information, we consider the amount, nature and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of the information, the purposes for which we process the information, applicable legal requirements, and our legitimate interests. The purposes for which we process information (as well as the other factors listed above) may dictate different retention periods for the same types of information. If you opt out of email marketing, we maintain your email on our suppression list for an extended time to comply with your request. We may delete or de-identify your information sooner if we receive a verifiable deletion request, subject to exemptions under applicable law. We may retain cached or archived copies of your information.

**EXHIBIT C**  
**Contractor Certification**

**THE UNDERSIGNED EXECUTES 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:

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\(m\)](#).
- 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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**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") or 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.
-

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.

**Goalbook**

Date: 9/11/2024

Signed by:

*Sarah Medal*

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Sarah Medal

Operations and Finance Manager

**EXHIBIT C CONTINUATION**  
**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

**Goalbook**

Date: 9/11/2024

Signed by:  
  
6354DF99E78E4A8...  
Sarah Medal

Operations and Finance Manager