SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Judith Alcala / [signature] / 10/22/21
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Soul Shoppe

111 Fairmount Ave, Oakland, CA 94611
Address — City — State — Zip

(510) 338-3231 — Telephone Number
Fax Number
support@soulshoppe.org — Cell # or E-Mail Address

SCOPE OF WORK: Virtual SEL Workshops and and conflict management training for staff

LOCATION OF SERVICES: Virtual

DATE(S) OF SERVICE: School Year 21-22

ESTIMATED COST: $19, 395 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Tools of the Heart, Allies Against Racism, Peacemaker Trainer Certification,

BUDGET NUMBER: 010.5800.3211.1110.1000.0003 63.001 (or ASB funds____)

Administrator/Program Manager Approval:
Judith Alcala / [signature] / Date: 10/22/21
Print Name — Signature

Consultant/Contractor: Soul Shoppe Programs
Vicki Abadesco / [signature] / Date: 10/25/21
Print Name — Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ____Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
____Originating Department ____Human Resources ____Purchasing Department

Program Pricing for 2021-2022 School Year

DIGITAL COURSES

Tools of the Heart – teaches kids how to recognize, manage, and express their feelings and needs in healthy ways.

- ❒ $6050 – digital course with 4 livestream lessons
- ❒ $2850 – digital course only

Respect Differences - teaches kids how to recognize and appreciate all the things that make us unique.

- ❒ $4195 – digital course with 4 livestream lessons
- ❒ $995 – digital course only

Allies Against Racism - designed to help kids, educators, and parents both begin and deepen their conversations around racism. To empower kids to ask questions, recognize racism, and express feelings that they might not have words for.

- ❒ $2595 – digital course with 2 livestream lessons
- ❒ $995 – digital course only

PEACEMAKER TRAINER CERTIFICATION

We introduce a train-the-trainer certification for our signature Peacemaker Program for schools. Up to two adults per school learn to run the Peacemaker Program on their school campus. Certified Peacemaker Trainers receive everything needed to successfully launch the Peacemaker Program and nurture Peacemakers throughout the year. Two cohorts begin in August 2021: **in-person** and **online.**

Choose from two levels of support: Fundamentals and PLUS.

- ❒ **Certification Fundamentals ($6,000)**
  Includes training for 1-2 adults, training materials, monthly virtual Q&A, guides and start-up supplies

- ❒ **Certification PLUS ($10,750)**
  We recommend this level for schools seeking additional resources to engage the entire school community. Includes everything in Fundamentals, PLUS: 4 school-wide livestream program days, Peacemakers Unite! (4 sessions), mid-year check-in, classified staff training, additional supplies (*$12,735 value*)

À LA CARTE

- ❒ Livestream Lessons: $900 each lesson
- ❒ Peacemakers Unite! $2000 (4-part series)
- ❒ Peacemaker Trainer One-on-One Coaching Hour ($350)
- ❒ Staff in-service: $600
- ❒ Classified Staff training: $600
- ❒ Parent Workshop: $600
- ❒ Parent Series (4-part): $1500

Soul Shoppe Programs

2021-2022

Jefferson Elementary

School Agreement

This Agreement is entered into by and between SOUL SHOPPE PROGRAMS ("SOUL SHOPPE") and Jefferson Elementary ("SCHOOL") (collectively "the Parties") on this 21st day of October, 2021 for the 2021-22 school year ("Period"). Jefferson Elementary is contracting with SOUL SHOPPE to receive access to certain education products through SOUL SHOPPE's in-person training and/or Online Learning Platform. The Online Learning Platform may include digital courses, live stream lessons, videos, questions, quizzes, worksheets, follow up activities, and the like. In-person training refers to the Peacemaker Certification Program, a train-the-trainer course.

I. SCHOOL INFORMATION

Name of School: Jefferson Elementary							
Principal Name: Judith Alcalá							
Email: jalcala@slusd.us							
***Scheduling* Contact Person:** Judith Alcala							
Email: jalcala@slusd.us			**Phone:** 510-614-4313				
***Invoicing* Contact Person:** jalcala@slusd.us Judith Alcala							
Email:			**Phone:**				
School Street Address: 14300 Bancroft Ave							
City/State/Zip: San Leandro, CA 94578							
School Phone: 510-618-4310			**School Fax:** 510-895-4161				
Principal Cell Phone: *(only used in case of facilitator's illness the morning of programs)*							
Interested in the Following Grade Levels:							
	TK/K	**1**	**2**	**3**	**4**	**5**	**6**
# of Students:							
# of Teachers:							
School District Name: San Leandro Unified School District							
District Contract Required: ☑ Yes ☐ No				**Purchase Order Required:** ☒ Yes ☐ No			
Ed Tech Platform Used: Clever							
District Tech Contact Name: Iuliana Papuc Marissa Scobee			**District Tech Contact Phone:** (510) 357 Ipapuc@slusd.us (510) 357-3511 mscobee@slusd.us				

II. LIST OF SERVICES & RATES

SOUL SHOPPE agrees to provide the following services at the following rates:

♥ SOUL SHOPPE'S DIGITAL COURSES and LIVESTREAM LESSONS

❑ **TOOLS OF THE HEART** (includes SEL Modules with recordedlessons in 4 grade band splits: K-1, 2-3, 4-5 and 6; Teacher Guides; and Follow Up Activities)

☒ **$6,050**	Digital Course with 4 Livestream Lessons
❑ **$2,850**	Digital Course Only

❑ **RESPECT DIFFERENCES** (includes SEL Modules with recorded lessons offered in 2 grade band splits: K-3 and 4-6; Teacher Guides and Follow Up Activities)

❑ **$4,195**	Digital Course with 4 Livestream Lessons
❑ **$995**	Digital Course Only

❑ **ALLIES AGAINST RACISM** (includes SEL Modules with recorded lessons for all grade levels (K-6), with Teacher Guides and Follow Up Activities)

☒ **$2,595**	Digital Course with 2 Livestream Lessons
❑ **$995**	Digital Course Only

♥ PEACEMAKER TRAINER CERTIFICATION

❑ **$6,000**	**Certification Fundamentals:** Includes training for 1-2 adults (either digital or in person), training materials, monthly virtual Q&A for one year, guides and start-up supplies
☒ **$10,750**	**Peacemaker Certification Plus:** Includes everything in Fundamentals, PLUS: 4 school-wide livestream program days, Peacemakers Unite! (4 sessions), mid-year check-in, classified staff training, additional supplies ($12,735 value)

♥ À LA CARTE

❒ Livestream Lessons: $900 each lesson; _____ # of Lessons
❒ Peacemakers Unite! $2000 (4-part series)
❒ Peacemaker Trainer One-on-One Coaching Hour ($350)
❒ Staff in-service: $600
❒ Classified Staff training: $600
❒ Parent Workshop: $600
❒ Parent Series (4-part): $1500

TOTAL ESTIMATED FEE FOR SERVICES: $19395

III. TERMS OF AGREEMENT

A. Definitions:

1. **Services** means those services provided by SOUL SHOPPE to SCHOOL as set forth in section II, above.

2. **Period** refers to SCHOOL's 2021 to 2022 school year, the duration in which SOUL SHOPPE will provide Services.

3. **Online Learning Platform** refers to the platform through which SOUL SHOPPE will deliver its Services and includes on-demand content such as courses, videos, questions, quizzes, worksheets, follow up activities, resources, and the like.

4. **Live Stream Lessons** refers to those lessons SOUL SHOPPE delivers via Zoom or other compatible real-time video conferencing application requested by SCHOOL.

5. **Licensed Material** refers to the SOUL SHOPPE product and services specified in this Agreement, including above section II, materials delivered via SOUL SHOPPE's Online Learning Platform, Live Stream Lessons, video, audio, and other content, curriculum, and documentation, and software.

6. **Confidential Information** means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). SOUL SHOPPE's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.

   Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosure; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Disclosure; (iii) is received from a third party without breach of any obligation owed to Disclosure; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Disclosure with advance written notice to seek a protective order.

7. **SOUL SHOPPE Property** means the Online Learning Platform, Licensed Material, content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by SOUL SHOPPE as part of Services or in response to SCHOOL requests for customized content. All rights, titles and interests in and to such items, including all associated intellectual

property rights, remain only with SOUL SHOPPE. SOUL SHOPPE reserves all rights unless expressly granted in this Agreement.

B. **License:** SOUL SHOPPE grants SCHOOL a limited, non-exclusive, non-transferable license, without sublicense rights, to access and use Licensed Material during the Period.

C. **Online Lessons:** SCHOOL understands that SOUL SHOPPE will deliver its services virtually through its Online Learning Platform and via Zoom. SCHOOL acknowledges that SOUL SHOPPE's responsibility is only to deliver the contracted for Services in Section II, above. Accordingly, it is SCHOOL's responsibility to provide all other resources, materials, products, or services required by SCHOOL. SCHOOL shall ensure that students are adequately equipped to access SOUL SHOPPE's virtual content.

1. **Technology Requirements.** Soul Shoppe's Online Learning Platform is built using the Thinkific platform. A device (desktop, laptop, tablet, mobile phone) with access to the internet is required. The following web browsers are supported:

   Desktop (the last two versions): Chrome, Firefox, Safari, Microsoft Edge
   Mobile: iOS Safari - 11 and up, Chrome, Samsung Internet

   Note that SOUL SHOPPE does not support Internet Explorer.

D. **Online Learning Platform Access.**

SOUL SHOPPE will provide SCHOOL an onboarding packet that contains links to the learning platform and instructions for how to gain access to the course. SCHOOL will distribute access information to their teachers and students. Soul Shoppe recommends that each teacher user and student user have a unique account to access the Online Learning Platform. Accounts are set up using an email address.

E. **Rescheduling or Cancellations for Live Stream Lessons:**

SOUL SHOPPE budgets its year based on contracts such as this Agreement. However, SOUL SHOPPE also recognizes that unexpected situations arise and schedule changes are sometimes necessary. Accordingly, the Parties agree to address the rescheduling of live lessons as follows:

1. **Good Faith Collaboration:** SOUL SHOPPE is committed to being in partnership with SCHOOL to support live lesson delivery and will make every reasonable effort to fulfill the agreed upon services, including scheduling substitute facilitators when possible. In return, SCHOOL agrees to collaborate in good faith and make every reasonable effort to ensure live lessons are delivered in the sequence and time that coincides with the intention of the course. The following policies have been created to ensure robust and supportive communication and fulfillment of contracted services:

   a. **24 hours' notice**: SOUL SHOPPE commits resources to fulfill the agreed upon services contracted with schools. If a school needs to cancel a live stream lesson, it **must be canceled with at least 24 hours' advance notice** or SOUL SHOPPE will bill the school or district for the

full price of the livestream lesson. If SCHOOL cancels a live stream lesson **with at least 24 hours' advance notice**, SOUL SHOPPE will work with SCHOOL to reschedule the lesson.

b. **Attempts at re-scheduling**: If SCHOOL cancels a live stream lesson, SOUL SHOPPE will attempt to reschedule the lesson. However, if SOUL SHOPPE attempts to contact the school **at least 3 times** to reschedule, and the school does not communicate with SOUL SHOPPE, SOUL SHOPPE will bill the full price of the live stream lesson to the school. If SCHOOL responds that it no longer wants the lesson delivered, the Parties will cooperate to reach a mutually agreeable solution appropriate to the circumstances. If a mutually agreeable solution cannot be reached, SCHOOL remains responsible for paying for the livestream lesson.

c. **Live stream lesson cancelled by SOUL SHOPPE:** If SOUL SHOPPE must cancel a live stream lesson, SOUL SHOPPE and SCHOOL will work in good faith to reschedule the lesson. However, if rescheduling is not feasible, SOUL SHOPPE will not invoice SCHOOL for that lesson.

F. Data and Data Security

1. **SCHOOL Data and Student Data**. All data and materials uploaded or entered by SCHOOL, including student information and student records, remain the property of SCHOOL ("SCHOOL Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. SCHOOL represents and warrants that it has appropriate rights to any SCHOOL Data and Student Data. SCHOOL grants SOUL SHOPPE the right to use the SCHOOL Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through SOUL SHOPPE's course, and ownership of such Student Data never passes to SOUL SHOPPE. During the term of this Agreement, SCHOOL may export SCHOOL Data and Student Data to the extent allowed by the functionality within SOUL SHOPPE's Services. For training and demonstration purposes, SOUL SHOPPE may use and share SCHOOL Data and Student Data, but will share only with supervisors, instructors and other SCHOOL employees who have appropriate authorization.

2. **SCHOOL Responsibilities**. SCHOOL must (i) keep its passwords secure and confidential; (ii) be solely responsible for SCHOOL Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify SOUL SHOPPE promptly of any such unauthorized access; and (iv) use the SOUL SHOPPE's Services only as contemplated by this Agreement. SCHOOL authorizes its integrators or other third party vendors and SOUL SHOPPE to conduct initial setup and to allow continued access to SCHOOL Data for the sole benefit of SCHOOL. SCHOOL may provide SOUL

SHOPPE the name and contact information for all third parties authorized by SCHOOL, or necessary for SCHOOL to use the Services. SCHOOL is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations.

G. **FERPA, and Privacy**: SOUL SHOPPE will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.

1. **"School Official"** If SCHOOL is a public entity receiving federal Title I funds, SCHOOL represents that SOUL SHOPPE is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the SCHOOL's FERPA notification(s) to students and parents during the term of this Agreement. SOUL SHOPPE agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. SCHOOL recognizes and agrees that for purposes of all applicable laws, SOUL SHOPPE has a legitimate educational interest for purposes of SCHOOL disclosing to SOUL SHOPPE students' education records. Regardless of whether SCHOOL is a public entity receiving federal Title I funds, to the extent permitted by applicable law SOUL SHOPPE or its affiliates may provide SCHOOL with confidential information (as designated by SOUL SHOPPE) required by SCHOOL in writing for its internal use or reporting to regulatory authorities. SCHOOL agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

2. **Notice to Parents**. SCHOOL is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use SOUL SHOPPE's Online Learning Platform as may be required by applicable law. SCHOOL may use "Introduction to Online Learning" and "Introduction to Live Stream Lessons" to provide notice to parents about SOUL SHOPPE's Services.

3. **Student Data Access Transfer/Access Requests**. To the extent SCHOOL requests that SOUL SHOPPE provide access or transfer to any SCHOOL employee or third-party contractor with access to student personally identifiable information, SCHOOL is responsible for ensuring that such a request is compliant with applicable SCHOOL's policies and procedures, local, state, or federal law, and for informing SOUL SHOPPE of any restrictions SOUL SHOPPE must follow in complying with such a request. SCHOOL shall hold SOUL SHOPPE harmless and indemnify SOUL SHOPPE pursuant to the Paragraph U of this Agreement.

H. **Mutual Confidentiality**: Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. Each Recipient of Confidential Information must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. This clause survives the termination of this Agreement.

I. **Restrictions on SOUL SHOPPE Property**: SCHOOL may not (i) sell, resell, rent or lease the access to Services or use it in a service provider capacity; (ii) interfere with or disrupt the integrity or performance of Services or attempt to gain unauthorized access to Services or its related systems or networks; (iii) use Services for other than internal SCHOOL educational purposes; (iv) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer Services or modify, create derivative works based on Services; or (v) access Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. This clause survives the termination of this Agreement.

J. **No Unauthorized Recording or Reproduction**: All content delivered by SOUL SHOPPE as part of its Services is the property of SOUL SHOPPE and SCHOOL shall not at any time record, reproduce, or copy such content without SOUL SHOPPE's express written authorization.

K. **Compensation:** SCHOOL agrees to compensate SOUL SHOPPE for Services delivered during the 2021-2 school year at the rates set forth above in Section II. The total compensation to SOUL SHOPPE shall not exceed $ 19,395 , except as otherwise agreed to by the Parties. SCHOOL shall be responsible for any and all expenses incurred in association with the performance of Services.

L. **Form and Timing of Payments**: SCHOOL shall make payments via check, credit card or Electronic Funds Transfer to SOUL SHOPPE. Credit card payments are subject to a three percent service fee. Payment for Services, other than Live Stream Lessons, are due within ten (10) days after both parties have signed this agreement and prior to the commencement of delivery of Services. Live Stream Lessons shall be invoiced after each Live Stream Session is delivered. Payment on such invoices are due 15 days from the date of issue.

M. **Late Fees**: Any invoice not paid within 60 days of billing is subject to a 2% monthly interest charge. Soul Shoppe reserves the right to use any and all means of collection available under applicable law to collect any amount past due.

N. **Payments, Correspondence, and Notices:** All payments, correspondence, and notices to SOUL SHOPPE shall be delivered to SOUL SHOPPE as follows:

SOUL SHOPPE PROGRAMS
111 FAIRMOUNT AVENUE, SUITE 503
OAKLAND, CA 94611

PHONE: (510) 338-3231
FAX: (510) 338-3234
SUPPORT@SOULSHOPPE.ORG

O. Termination of Contract: This Agreement may only be terminated before its expiration as follows: a) by written consent of both parties; or b) by the non-breaching party if either party materially breaches the contract and fails to cure the breach within 30 days following written notification of such breach from the other party.

1. Upon termination of this Agreement by either party for any reason, each party shall promptly (no later than 30 days after the effective date of termination) return to the other all Confidential Information, property, or material in any form, whether digital, electronic, audio, hardcopy, or otherwise and shall not retain copies of any such Confidential Information, property, or material unless expressly permitted by this Agreement or required by applicable law.

2. SCHOOL's access to SOUL SHOPPE's Online Learning Platform and contracted for Services shall be discontinued.

3. SCHOOL shall pay SOUL SHOPPE all amounts due upon either the earlier of their invoiced due dates or 30 days after the effective date of termination.

P. SCHOOL Liaison: SCHOOL will designate an individual to serve as its primary liaison to SOUL SHOPPE for all communications related to SOUL SHOPPE's provision of Services.

Q. Conflict Resolution and Communication: If problems arise with delivery or quality of Services, the Parties agree to communicate immediately so such problems can be handled expediently. The Parties further agree to communicate honestly and openly with the intent of resolving any and all issues to the best of their ability.

R. Limitation of Liability: SOUL SHOPPE is not liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement (including, without limitation, costs of delay, loss of data, records, or information). SCHOOL further agrees that SOUL SHOPPE's total liability arising out of or related to this Agreement, whether in contract, tort, or otherwise does not exceed the amount paid by SCHOOL within the 12-month period before the event giving rise to the liability.

S. SCHOOL's Exclusive Remedy and SOUL SHOPPE's Sole Liability for Intellectual Property Infringement Claims: SOUL SHOPPE will defend or settle any third party claim against SCHOOL to the extent that such claim alleges that SOUL SHOPPE technology used to provide Services violates a copyright, patent, trademark or other intellectual property right. SCHOOL must promptly notify SOUL SHOPPE of any such claim in writing, cooperate with SOUL SHOPPE in the defense, and allow SOUL SHOPPE solely to control the defense or settlement of the claim. If such a claim appears likely, then SOUL SHOPPE may modify Services, procure the necessary rights, or replace the infringing part of Services with a functional equivalent. If SOUL SHOPPE determines that none of these are reasonably available, then SOUL SHOPPE may terminate Services and refund any prepaid and unused fees. SOUL

SHOPPE has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by SOUL SHOPPE or for any third party services not owned by SOUL SHOPPE.

T. **Indemnity:** To the extent permitted under applicable law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of applicable law.

U. **Disclaimer of Warranties.** SOUL SHOPPE provides its services "AS IS" and makes no warranties, express or implied, including any implied warranty of fitness for a particular purpose and noninfringement with respect to the Online Learning Platform and the materials. Soul Shoppe does not warrant that access to the Online Learning Platform will be uninterrupted or that the Online Learning Platform or the materials are error-free. Some states do not allow the disclaimer of all warranties, and you may have other rights that vary depending on your state.

V. **Non-discrimination:** The Parties agree that they will not illegally discriminate against any person in violation of local, state and federal laws, including but not limited to Title 2, Title 7, and Title 9.

W. **Compliance with Laws, Policies, Regulations, Procedures, and Rules:** The Parties agree to comply with all local, state, and federal laws and regulations, and each of the Parties respective policies, procedures, and rules. Each party agrees to make available to the other its policies, procedures, and rules applicable to this Agreement.

X. **Governing Law, Jurisdiction, and Venue:** The laws of the State of California govern this Agreement. Any action to enforce the rights, duties and obligations of the Parties shall be brought and maintained in state and federal courts in Alameda County, California and both parties hereby submit to the jurisdiction of such courts.

Y. **Enforceability:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the Parties intend that such provision be modified to make it enforceable to the maximum extent permitted by law. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Z. **No Assignment:** Neither party may assign or transfer this Agreement to a third-party without the consent of the other party, except that this Agreement may be transferred to a third-party without consent of the other party as part of a merger or sale of all or substantially all the assets of a party.

AA. **No Third Party Rights:** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third-party, including a relationship in the nature of a third party beneficiary or fiduciary.

BB. **Attorneys' Fees and Costs:** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

CC. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

DD. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for failure to pay fees) if the delay or failure to perform is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure of internet services, failure or diminishment of power of telecommunications or data network services, or refusal of a license by a government agency of the same or any other term, covenant, or condition herein contained.

EE. **Headings and Captions:** The headings and captions of the various subdivisionsof this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

FF. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

GG. **Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax, digital, or electronic means shall be treated as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

NAME OF SCHOOL ENTERING INTO AGREEMENT:

Jefferson Elementary

10/22/21

Principal's Signature Date

Judith Alcala 10/22/21

Printed Name

SOUL SHOPPE PROGRAMS:

10/21/21

vicki abadesco! Date
Founder & Executive Director