



# Capturing Kids' Hearts Campus By Design™ Renewal Agreement

Prepared for:  
La Mesa Junior High School

July 31, 2019



**SECTION 1: PROCESS & SCHEDULE**

Products	Proposed Timeline	Pricing
<p><b>Capturing Kids' Hearts 1™</b>            One, 2-consecutive-day training session for up to 50 participants per session.</p> <ul style="list-style-type: none"> <li>• Principal's Online Implementation Support</li> <li>• Participants have access to <i>IHeartCKH™</i>, an online community and resource center designed to support the successful implementation of the Capturing Kids' Hearts processes. Including:               <ul style="list-style-type: none"> <li>○ <i>Teacher Tips™</i>: quick tips and suggestions distributed through the school year that focus on tools and skills learned at training.</li> <li>○ <i>LeadWorthy Moments™</i>: short exercises designed to help incorporate character-based education into any classroom</li> <li>○ <i>CKH Cloud™</i>: resource library for videos, activities, articles, lessons and helpful suggestions for classroom challenges (as they are made available online)</li> </ul> </li> </ul>	<p>October 28-29, 2019</p>	<p>\$22,500</p>
<p><b>CKH 1 Process Champions™</b>            One, 2-consecutive-day package.            Includes:</p> <ul style="list-style-type: none"> <li>• 1-day training session for up to 30 participants.</li> <li>• 1-day customized to fit your needs. (Either an additional 1-day training session for separate group of participants or a 1-day strategy visit.)</li> </ul>	<p>October 3-4, 2019</p>	<p>\$16,500</p>
<p>*Prerequisite: Capturing Kids' Hearts 1™</p> <p><b>Campus TrAction Pac™</b>            One, 2-consecutive-day strategy visit involving group and one-on-one sessions with campus administrators and/or CKH 1 Process Champions Team.</p> <p><b>CKH Priority Access™</b>            Ongoing implementation support between campus administration and strategist via text, phone, email, and video chat.</p>	<p>Spring 2020</p>	<p>\$5,500</p>
<p><b>TOTAL (Inclusive of travel)</b></p>		<p><b>\$44,500</b></p>

Capturing Kids' Hearts Campus By Design  
 Authorized Signer Initials

La Mesa Junior High School



## Capturing Kids' Hearts Campus By Design Agreement

La Mesa Junior High School  
26623 May Way  
Santa Clarita, California 91351

Thank you for selecting The Flippen Group to serve your organization. Our goal is to provide you with training and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

This Capturing Kids' Hearts Campus By Design Agreement offers all of the services mentioned in this proposal. In addition, all services offered as part of this agreement are exempt from price increases, allowing you to lock in current prices (at a savings to you).

### SECTION 2: INVESTMENT

#### Confirmation:

- Willam S. Hart Union High School District to contract with The Flippen Group for La Mesa Junior High School services on this agreement dated July 31, 2019.
- The Capturing Kids' Hearts Campus by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by August 2, 2019 in our main office at: The Flippen Group; Attn: Angle Shoffner, 1199 Haywood Drive, College Station, Texas 77845.

#### Payment Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Flippen Group.

#### Other Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts1.
- A \$400.00 fee will be charged for each person over 30 not to exceed 35 total per CKH 1 Process Champions.

#### Travel:

- **Travel Package for each service is part of the CKH Campus By Design Agreement total.** Travel inside the Continental United States will be billed separately at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events, and \$1,800.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that The Flippen Group has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.

Capturing Kids' Hearts Campus By Design  
Authorized Signer Initials

La Mesa Junior High School

The Flippen Group . 800.316.4311 . www.flippengroup.com  
1199 Haywood Drive . College Station, TX 77845



### SECTION 3: POLICIES

#### Scheduling:

- The Flippen Group's Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. The Flippen Group will need someone designated in your organization to work with on scheduling and event planning needs as follows below.
- Scheduling benchmarks - Within 30 days of signing of the Capturing Kids' Hearts Campus By Design Agreement, at least 50% of events must be scheduled with The Flippen Group. Within 90 days of signing of the agreement, the remainder of events must be scheduled with The Flippen Group.
- Confirmation of all scheduled dates will be made via email.
- Should another trainer be needed for Capturing Kids' Hearts 1 or CKH 1 Process Champions+ due to group size, we will need 90 day notice as this is subject to availability.
- Capturing Kids' Hearts 1 should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day.
- In the event of an emergency or illness the consultant would need to be rescheduled for another time, as there is not an on-call trainer available.

#### Deposits and Cancellations:


- No deposit is required. The Flippen Group requires cancellation notice of **90 days** prior to any scheduled date of service. Cancellation notice received inside the 90-day window will result in full contractual fee being assessed. Services unused by your organization in each calendar year are forfeited.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

#### Accountability:

- The Flippen Group commits to reserve the capacity needed to fulfill the terms of this agreement. The Flippen Group is committed to transformational impact. Our consultant will not move to next steps on the process schedule without implementation of previous events and/or successful TrACTION being made by participants involved. Should this occur, certain dollars set aside for future line items on process schedule may be reallocated to reinforce previous events that need more accountability.

#### Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by The Flippen Group.
- Media representatives are not allowed to attend training without prior written approval by The Flippen Group.
- The Flippen Group has permission to contact staff members via email.

Capturing Kids' Hearts Campus By Design  
Authorized Signer Initials 

La Mesa Junior High School



#### Indemnification:

- The Flippen Group shall defend, indemnify and hold-harmless the William S. Hart Union High School District, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by the Flippen Group or anyone working under or for the Flippen Group; (2) actual or alleged negligence, recklessness, or willful misconduct by the Flippen Group or anyone working under or for the Flippen Group; and/or (3) the performance of this Agreement by the Flippen Group or anyone working under or for the Flippen Group. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonable acceptable to the District, but selected and retained by the Flippen Group at its sole cost. The Flippen Group's obligations pursuant to this Section shall survive the expiration or termination of the Agreement.


#### Insurance

- Prior to commencing any of the Scope of Services, The Flippen Group shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following policies of insurance: (i) General Liability Insurance, A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and must include a separate endorsement naming the William S. Hart Union High School District, its officers, agents, and employees as additional insureds ("General Liability Policy"). The General Liability Policy shall include coverage for the contractual liability assumed by The Flippen Group pursuant to this Agreement. (ii) Vehicle Liability Insurance. A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles. (iii) Workers' Compensation Insurance. Workers' compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000 Notwithstanding the insurer rating standards set forth in the Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards

Prior to commencing the Scope of Services, The Flippen Group shall provide to the DISTRICT such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by The Flippen Group pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The Flippen Group will provide an Additional Insured Endorsement naming the William S. Hart Union High School District, its Board members, officers, and employees, as the additional insured.

#### Fingerprinting

- The Flippen Group will comply with the requirement of Education Code Section 45125.1 which is intended to protect the safety of the pupils that may come on contact with The Flippen Group's employees, please complete and return the attached "Certification of Employees Background" form. The Flippen Group, at its sole cost and expense, and without additional compensation from the DISTRICT, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of The Flippen Group officers, employees, agents, or other representatives who will or might be present on or at any DISTRICT facility.

Capturing Kids' Hearts Campus By Design  
Authorized Signer Initials 

La Mesa Junior High School



#### Certifications, Representations, and Warranties


- The Flippen Group, and its employees, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding discrimination and the use of drugs, alcohol, and tobacco. The Flippen Group recognized that all District events, without limitation are "drug and tobacco free," and, therefore, The Flippen Group shall comply with the requirements of Government Code Section 8350 et. Seq., the Drug-Free Workplace Act of 1990. No Flippen Group employee or agent of the Flippen Group at, or in the vicinity of where the services are provided may:
    - (i) Engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal controlled substance;
    - (ii) Or use any alcoholic beverage;
    - (iii) Use any legal substance that results or likely will result in serious or significant impairment of normal abilities;
    - (iv) Or Smoke, Inhale, chew or otherwise use or consume tobacco products
- The Flippen Group hereby agrees that no employee or agent shall bring on the event premises any article of an inflammable nature, explosives, firearms or articles of dangerous/damaging nature.

#### Facilities:

- The Flippen Group has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- A quiet and service oriented facility should be selected for all scheduled trainings.
- We recommend that the Capturing Kids' Hearts 1 training not be conducted on district or school properties. Room must be at least 2,800 square feet (40'X70').
- CKH 1 Process Champions+ may be provided at the campus facilities as long as adequate space, quiet, and privacy are available.
- La Mesa Junior High School will **coordinate the facilities needed for trainings with the expense being incurred by your organization**, as written in this agreement.
- The Flippen Group and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, The Flippen Group's Event Planning Team will provide with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that will make arrangements and cover expenses for all equipment and be in charge of setup in advance.
- Light beverages (NO alcohol) need to be set up by for the entire day for all participants. Meals can be coordinated by with facility or caterer of choice or left up to individuals on their own.

#### Intellectual Property

- The Flippen Group's Intellectual property is a crucial part of providing training materials and consulting services to its clients, and the Flippen Group could not continue its work if its clients did not honor and respect the Flippen Group's Intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by the Flippen Group and is subject to one or more of the following: copyright, trademark, patent, license or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of the Flippen Group. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of the Flippen Group.

Capturing Kids' Hearts Campus By Design  
Authorized Signer Initials 

La Mesa Junior High School



In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect The Flippen Group's intellectual property.

**SECTION 4: DISCLAIMERS**

- La Mesa Junior High School accepts the Products "AS IS" with all faults and errors. **THE FLIPPEN GROUP HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. THE FLIPPEN GROUP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The entire risk as to the functionality, operation, and results is with William S. Hart Union High School District and The Flippen Group assumes no risk or obligation in connection therewith.
- The Flippen Group hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by William S. Hart Union High School District after use of the Products. The Flippen Group shall in no way be responsible or liable for use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The Flippen Group does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist, but should not be treated as a singular solution.
- In no event shall The Flippen Group be liable for or responsible for any incidental or consequential damages or injuries related to use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The maximum possible liability of the Flippen Group shall not exceed the lesser of the full retail cost of the Products or the amount that paid for the Products.
- No information shared by The Flippen Group verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

**SECTION 5: CONFIRMATION**

I have read the above information, and I understand and concur with all conditions of this agreement.

Signed: [Signature]  
(Ralph Peschek Chief Financial Officer)

Date: 7/31/19

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: Kim Wilson  
(CUSTOMER's Authorized representative)

Date: 7.31.19

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Capturing Kids' Hearts Campus By Design  
Authorized Signer Initials [Signature]


La Mesa Junior High School



SECTION 6: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

The Flippen Group  
Attn: Angie Shoffner  
angie.shoffner@flppengroup.com  
1199 Haywood Drive  
College Station, TX 77845  
Phone: 800-316-4311  
Fax: 877-941-4700

Capturing Klds' Hearts Campus By Design  
Authorized Signer Initials 

# CERTIFICATION OF EMPLOYEE BACKGROUND

Concerning Department of Justice (DOJ) Fingerprint and Criminal Background  
Investigation requirements of Education Code Section 45125.1 et seq.

TO:  
William S. Hart Union High School District  
Attn: Contract Specialist/Purchasing  
21380 Centre Pointe Pkwy.  
Santa Clarita, CA 91350  
Email: [kmahaklan@hartdistrict.org](mailto:kmahaklan@hartdistrict.org)



FROM:  
VENDOR: The Flippen Group, L.L.C.  
Attention: Angie Shoffner  
Street Address: 1199 Hayward Drive  
City, State Zip Code: College Station, TX 77845  
Email: angie.shoffner@flippengroup.com

With respect to the  Agreement  Proposal dated "Anytime" between the William S. Hart Union High School District ("DISTRICT") and the individual, company or contractor named above ("VENDOR,"), for provision of Teacher Training Services for Wm. S. Hart Union High School District services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

**REQUIREMENTS SATISFIED:**

- A) The VENDOR hereby certifies to the DISTRICT that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names of employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee(s)	Employee(s)	Employee(s)	Employee(s)
<u>Shane Nakrman</u>	<u>Melanie Edmund</u>		

~~OR~~

**WAIVER JUSTIFICATION**

- B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

--Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR, who has not been convicted of a serious or violent felony as ascertained by the DOJ, \_\_\_\_\_
- 3) Surveillance of employees of the VENDOR by school personnel, \_\_\_\_\_

DISTRICT EMPLOYEE

- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b) & EC 45125.2(d)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and employee list(s) above or attached is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Certification of Employee Background" along with the employee list, throughout the duration of VENDOR provided services.

Print or Type Name of Authorized Signer Ashley Giles

Signature of Vendor Ashley Giles Date 7.29.19

District Office Use Only

WAIVER REQUEST  DENIED--

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

## Indemnification

(Your business name here) shall defend, indemnify and hold-harmless the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by (Your business name here) or anyone working under or for the (Your business name here); (2) actual or alleged negligence, recklessness, or willful misconduct by (Your business name here) or anyone working under or for (Your business name here); and/or (3) the performance of this Agreement by (Your business name here) or anyone working under or for (Your business name here). Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the (Your business name here) at its sole cost. (Your business name here)'s obligations pursuant to this Section shall survive the expiration or termination of this Agreement."

## Insurance

Prior to commencing any of the Scope of Services, (Your business name here) shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following policies of insurance:

(i) General Liability Insurance. A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming the Wm. S. Hart Union High School District, its officers, agents, and employees as additional insureds ("General Liability Policy"). The General Liability Policy shall include coverage for the contractual liability assumed by (Your business name here) pursuant to this Agreement.

(ii) Vehicle Liability Insurance. A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.

(iii) Workers' Compensation Insurance. Workers' compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

Prior to commencing the Scope of Services, (Your business name here) shall provide to the DISTRICT such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by (Your business name here) pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance

as is required pursuant to this Agreement. (Your business name here) will provide an Additional Insured Endorsement naming the William S. Hart Union High School District, its Board members, officers, and employees, as the additional insured.

### **Fingerprinting**

(Your business name here) will comply with the requirements of Education Code Section 45125.1 which is intended to protect the safety of the pupils that may come on contact with (Your business name here)'s employees, please complete and return the attached "Certification of Employee Background" form.

(Your business name here), at its sole cost and expense, and without additional compensation from the DISTRICT, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of (Your business name here) officers, employees, agents, or other representatives who will or might be present on or at any DISTRICT facility.

### **Certifications, Representations, and Warranties**

(Your business name here), and its employees, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding discrimination and the use of drugs, alcohol, and tobacco. (Your business name here) recognizes that all District events, without limitation are "drug and tobacco free," and, therefore, (Your business name here) shall comply with the requirements of Government Code Section 8350 et. Seq., the Drug-Free Workplace Act of 1990. No (Your business name here) employee or agent of (Your business name here) at, or in the vicinity of where the services are provided may:

(i) Engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal controlled substance;

(ii) Possess or use any alcoholic beverage;

(iii) Use any legal substance that results or likely will result in serious or significant impairment of normal abilities;

(iv) or Smoke, inhale, chew or otherwise use or consume tobacco products

(Your business name here) hereby agrees that no employee or agent shall bring on the event premises any article of an inflammable nature, explosives, firearms or articles of dangerous/damaging nature.