



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 16, 2025

Agenda Section: Consent Agenda

Agenda Item Title: Service Agreement with [Class Catalyst](#)

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Additional Presenters if Applicable: Rosemary Morales, Director of Guidance and Counseling

Description: Class Catalyst is a social emotional learning tool used by all middle and elementary schools in our district to promote student and school well being. It allows teachers and counselors the opportunity to check in with students daily to be aware of student's self-awareness, self-regulation, and social skills. It is an evidence based SEL practice used to improve student academic achievement and socioemotional well-being.

Historical Data: This will be our fourth year using Class Catalyst on our elementary and middle school campuses.

Recommendation: Approve the service agreement between Class Catalyst and South San Antonio ISD

Purchasing Director and Approval Date: Victoria Cantu, June 16, 2025

Funding Budget Code and Amount: Title IV- \$34,856

Goal 4: SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.



Contract for Services | Educational Technology Products & Services

August 2025 - June 2026

Through this partnership, Active Coach, LLC DBA as **Class Catalyst** ("**Provider**") and **South San Antonio ISD** ("**Purchaser**") will provide effective Social Emotional Learning ("**SEL**") edtech tools and resources to help support students and staff with building and strengthening their self-awareness, self-regulation and pro-social skills.

Overview

Specification of Work:

1. Class Catalyst will provide a non-exclusive, non-transferable license to Purchaser to sublicense the following SEL tools and services (the "**Product**") to South San Antonio ISD (the "**Purchaser**") from August 2025 - June 2026:
 - a. Class Catalyst: Online student SEL platform access.
 - b. SEL On Demand: Online library of SEL videos, webinars and resources designed for students, staff and families
2. Cost includes ongoing tech and customer support, including a 1-hour staff tech training session, to answer questions and ensure maximum usage by staff and students.
3. Total Contract Amount: **\$34,856** to be paid in full by **September 15, 2025**.
4. Maximum number of students to be enrolled is 10% over the contracted amount.

	Qty	Rate	Cost
Class Catalyst for 2025-26 SY (base price) <ul style="list-style-type: none"> Enrollment for all elementary and middle school students (K-8th grades - 11 school buildings) in Class Catalyst, online SEL edtech platform Ongoing tech and customer support throughout the duration of the partnership 	11 schools	\$4,875 per school	\$53,625
District Discount		-35% discount	-\$18,769
SEL Assessment for students with real-time data dashboards for staff			Included
Access to the engaging SEL On Demand video library and weekly calendars of suggested activities			Included
Live staff training session (virtual)			Included
Tech setup and maintenance			Included
Weekly Office Hours for continuous customer support			Included
Monthly communication with staff highlighting tool tips, updates, and educator well-being strategies			Included
Customer support email			Included
TOTAL PROGRAM COST			\$34,856

Specification of Support:

Purchaser agrees to:

1. Communicate clear program objectives to participating Purchaser staff members prior to the start of the partnership to ensure everyone is aware of overall expectations.
2. Abide by all contract provisions set forth herein.
3. Purchaser agrees not to share the Products provided hereunder with any person other than the Users (defined herein).
4. The Product shall only be used by Purchaser to license such SEL tools and services to the Schools and for no other purpose. Additionally, Purchaser shall not (i) copy, modify, or create derivative works of the Product, in whole or in part; (ii) except as expressly permitted by this Agreement,

rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Product; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the software underlying the Product, in whole or in part; (iv) remove any proprietary notices from the Product; or (v) use the Product in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Purchaser agrees that any agreement or arrangement between Purchaser and the School Partner or any Schools shall contain terms and conditions no less restrictive than as set forth in this Agreement. Without limiting the generality of the foregoing, Purchaser is responsible for all acts and omissions of School Partner, the Schools, students, the student's families, teachers and staff ("**Users**"), and any act or omission by a User that would constitute a breach of this Agreement if taken by Purchaser. Purchaser shall take its best efforts to make all Users aware of this Agreement's provisions as applicable to such User's use of the Product, and shall cause Users to comply with such provisions.

Student Information: Class Catalyst agrees to comply with the Children's Online Privacy Protection Act of 1998 (COPPA) (15 U.S.C. §6501–6505), the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g and 34 CFR Part 99), the Student Online Personal Protection Act (SOPPA), and all other federal and state laws that are applicable to collection, use and disclosure of student data or information. Class Catalyst also agrees to comply with federal requirements and restrictions against lobbying, disbarment or suspensions and maintain a Drug Free Environment.

Marketing/Promotional Guidelines: Purchaser agrees to be listed as a Partner Organization in the Class Catalyst/Mindful Practices quarterly newsletter and in any other marketing materials of Class Catalyst, including on its website and social media accounts.

Student Participation & Parental Consent: Purchaser and/or School Partner agree to provide students and their parents access to the Class Catalyst Privacy Statement. Purchaser and/or School Partner agree to take all necessary steps to assure parental consent (through an opt in or opt out method) for each student to participate in the Class Catalyst SEL tech platform. The Purchaser and/or School Partner shall immediately notify Class Catalyst if a student's parent opts a student out of participation or a student opts out of participation in the Class Catalyst SEL tech program. For the avoidance of doubt, if one or more students opt out of participation of the Class Catalyst SEL tech platform, Purchaser shall not be entitled to a price reduction, but may add additional students until enrollment reaches the maximum number of students listed above.

No Warranty: The product is provided "as is" and the provider hereby disclaims all warranties, whether express, implied, statutory or otherwise. Provider specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Provider makes no warranty of any kind that the product, or any products or results of use thereof, will meet purchaser's or any other person's (including user's) requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services, or be secure, accurate, complete, free of harmful code or error free.

Liability: All participants participate at their own risk. Provider is in no way responsible for physical, mental or emotional ailment or injury in relation to this collaboration. The Purchaser agrees to indemnify, defend and hold harmless Provider and its directors, officers, employees, agents, successors and assigns from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) they may suffer as the result of third party claims, demands, actions, suits or judgments (including any claims made by Users) against them resulting from or arising out of: (i) negligence or willful misconduct, (ii) the use of the Catalyst SEL tech program or any other Product provided hereunder, (iii) the use of the Catalyst SEL tech program, the Product or any underlying software in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; (iv) modifications to the Product or any underlying software not made by Provider. The rights and responsibilities established in this paragraph shall survive the termination of this Agreement indefinitely. In no event will provider be liable under or in connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, in each case regardless of whether licensor was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will Provider's aggregate liability arising out of or related to this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise exceed total contract amount listed above.

Referral Agreement: If the Class Catalyst SEL tech program(s) are reasonably satisfactory, Purchaser and/or School Partner agree to provide a testimonial on school letterhead and will provide Provider with two recommendations of other schools/organizations that could benefit from a similar program/service.

Subscription Service Guidelines: The terms of the contract covers the time period from the date hereof until last day of contract. This includes (i) access to the Product by the Purchaser to provide the Products to the Users; (ii) technical support provided by Provider; (iii) access to customer support webinars and video chats provided by Provider; (iv) upgrades to the service that Provider makes available to other subscribers of the Products throughout the year. If Purchaser enrolls additional students for the 2025-26 school year, Purchaser will be charged an additional fee if the total number of student users increases from the original contract.

Non-Renewal Policy: Except for this initial subscription, subscriptions for the Class Catalyst SEL tech programs are annual and must be renewed on a yearly basis. Data will be turned off 15 days after the contract has expired, in order to comply with applicable privacy laws.

Confidentiality: The parties recognize that each party may possess certain non-public, confidential or proprietary information about the business of the other ("**Confidential Information**"). The Parties agree that all Confidential Information shall be held in strict confidence and each shall not divulge or use this information in any way (other than pursuant to this Agreement) without the express written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information to

the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of this Agreement, the receiving party shall return or take commercially reasonable efforts to destroy all Confidential Information. If either party breaches this section of the Agreement, the other party will have the right to any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to the Confidential Information in this section are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

Ownership: Provider owns all rights, title and interest, including all intellectual property rights, in and to the Class Catalyst SEL tech platform and the Products.

Contractual Capacity: The parties agree that each has entered into this Agreement voluntarily and knowingly, and with the full and complete authority and contractual capacity to do so.

Amendments: No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

Assignment: Purchaser may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment, transfer, or delegation in violation of this section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Complete Understanding: This Agreement sets forth all of the promises, agreements, conditions, and understandings among the parties relative to the subject matter hereof and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist among the parties.

Applicable Law: This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

Termination:

A. This Agreement may be rendered null and void, in whole or in part, if currently obtained grant funding is not received by School Partner or is delayed. In such an event, the Purchaser shall provide thirty (30) days written notice to the Provider. In such case, Payment due for the Product will be prorated from the date of this Agreement through the date of termination.

B. If the Provider, Purchaser and/or School Partner fail to comply with the terms of this Agreement, upon thirty (30) days written notice, the Agreement can be terminated for cause. The notice of termination shall state the reason(s) for the termination and the effective date of termination.

C. Upon termination of this Agreement for any reason, Purchaser shall cease using and delete, destroy, or return all copies of the Product and certify in writing to the Provider that such Product has been returned, deleted or destroyed. Except as set forth in item A, no expiration or termination of this Agreement for any reason will affect Purchaser's obligation to pay all fees that may have become due before such expiration or termination, or entitle Purchaser to any refund.

Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Both parties have caused this Agreement to be executed as of the date signed.

South San Antonio ISD

Name: _____ Date: _____

Rosemary Morales, Director of Guidance and Counseling

Active Coach, LLC

Name: Robert Philibert Date: 04/22/2025

Robert Philibert, CEO