

SmartSocial.com Renewal Agreement for San Pasqual Union Elementary

San Pasqual Union Elementary
Mark Burroughs
Superintendent/Principal
mark.burroughs@sanpasqualunion.net
(760) 745-4931 x 1109

Smart Social VIP (Very Informed Parent) Program

This program will give your community access to SmartSocial.com monthly parent & family engagement events for your community.

Program Details:

- **Start date of partnership:** August 1st, 2023
- **End date of partnership:** July 31st, 2024
- **Licensed school population to protect:** 500 students in grades
- **Total logins:** Client will get two parent logins per student and one login for each staff member to access the library of resources and live events at SmartSocial.com. Students are not permitted to create their own accounts but can view videos with a parent or guardian.
- **Price of program:** ~~\$5,000~~ Discounted to \$3,000

Program Success:

- 500 of your families received our premium newsletter each week, keeping parents one step ahead of their kids
- 69 Families sought deep dive social media support from our platform and live events, reducing the impact on your counselors, staff and educators. Lowering your district overhead costs by an estimated: 138 hours saved
- Based on national averages, we estimate 10% of these families may have found a solution to avoid a social media incident

- 54 live events were hosting during this partnership, giving every family a place to ask questions and get personalized support, saving your organization 150 hours of planning, marketing and hosting
- 90 new apps and dangers were shared with your community, bringing everyone up to speed on the latest teen trends and challenges

About the Program:

This program allows your organization to provide access to up to 54 live VIP events and 400+ resources (and replays) to educate parents, staff and show to students (licensed student population) in your school/district (to watch at school or home). Each of the parents and staff will get a login to use to watch replays, and show teen-led video lessons to students. Each parent and staff member will also get access to the SmartSocial.com weekly premium parent newsletter. Adults will learn about the latest good & bad teen apps (and can watch via phone or computer from the convenience of their home) Learn more here <https://SmartSocial.com/vip/>

If a discount is applied to this contract (or any free bonuses are included), the client agrees to make phone and email introductions for the SmartSocial team to 3 local school districts within a month of signing this agreement.

The VIP library of 400+ resources that include the latest topics to promote digital safety, reduce screen time, and help navigate apps. A detailed list can be found here: <https://smartsocial.com/members>

Roadmap & New Features:

- New Spanish language subtitles on all monthly videos
- New multilingual email invites for partners to forward to their community
- Custom flyers & graphics for each partner to share with their community
- **54+ live event schedule (topics may change):**
 - **August:** Dangerous social media challenges to avoid
 - **September:** Snapchat safety for families
 - **October:** Avoiding strangers online (and on Discord)
 - **November:** Social media agreements for parents & students
 - **December:** How to optimize your student's screen time and key settings on family devices

- **January:** How to shine online with each app
- **February:** TikTok safety for families
- **March:** Instagram safety for families
- **April:** How to be safe with Chat GPT
- **May:** How to Navigate YouTube in a positive way
- **June:** Fortnite safety
- **July:** Roblox and Minecraft family safety

This program can be delivered to your community in multiple ways:

- Live event links are shared with the partner school/district 2-4 weeks before the event takes place and can be forwarded to the whole community to join the next live events.
- Student and parent videos can be shown/embedded in the classrooms (or parent night events) on your campus (only for parents related to the student licensed population that is included in the above quantity of students).
- Unique logins will be provided for each of the parents (for the licensed student population) so they can watch the replays at home. Each lesson walks parents through the app, the dangers, what parents can do and how to keep students safe on the app/danger.
- The school/district may include LINKS to the content at SmartSocial.com for parents to use their login credentials to view the courses.
- Educators may show our videos in the classroom to students (and use our PDFs) for embedded learning and activities. Students are not to log into our website, as our site is designed for parents/educators to use as a resource to show to parents.

SmartSocial.com Agreement Terms

THIS AGREEMENT (the "Agreement"), dated 4/2/2023, is hereby entered into by and between San Pasqual Union Elementary, (the "Client") whose address is: Escondido, California, 92027 and Media Leaders, LLC, DBA: SmartSocial.com (the "Company"). The Client and Company (the "Parties") agree as follows:

Engagement and Services - Company is a leader in creating video and online content that teaches students and parents how to be safe on social media and digital tools so they can someday shine online. Content is available at SmartSocial.com. And Client wishes to have Company provide their safety program and resources as further described below.

Compensation and Payment - Payment is due within thirty (30) days upon acceptance of this Agreement. If payment is not received at least fifteen (15) days prior to a scheduled program launch/presentation date, Company reserves the right to cancel or postpone the program start date(s) or delivery. Client will pay all invoices via wire transfer or check. If Client wishes to pay via credit card a 3% processing fee will be added to each invoice total.

Strict Data Privacy Policy - Company does not collect student data under the age of 18 and discourages Client from allowing students to login to SmartSocial.com since, as of the time of this agreement, SmartSocial.com is built to educate adults (18 years of age and older) on digital safety. Company never shares data with third parties and never sells data to third parties. At any time, Client may request a copy of user data specific to Client's community, which Company will provide as reporting.

Facility Requirements for Speech/Presentation - If it is agreed upon to host a live custom presentation (in person or via remote video), Client shall ensure that the location has audio, video and other requirements outlined in the marketing/communications kit.

Cancellation - This Agreement may be canceled by Client up to thirty (30) days prior to the program launch/presentation date. If the Client cancels the program before the thirty (30) day period has elapsed, Client agrees to compensate Company for any non-refundable costs that have been incurred prior to cancellation. If Client cancels this Agreement within thirty (30) days of the presentation date, Client agrees to pay Company fifty (50%) percent of the program/engagement fee. For in-person presentations: Due to internet/weather or unforeseen outages, travel restrictions (AKA force majeure), Company may cancel this Agreement at anytime. If Company cancels this Agreement, it shall make every effort to reschedule the program at a time acceptable to Client. If the presentation cannot be rescheduled, Company shall refund the engagement fee to Client.

Force Majeure - If either Client or Company cannot perform this Agreement due to weather, Act of God, internet outage or another cause beyond the control of the parties, a Force Majeure, then the parties shall reschedule the program launch/presentation date to a date soon after the Force Majeure has ceased to exist. If Client cannot reschedule the event to such date, Company shall have the discretion to treat the non-rescheduling as a non-timely termination and retain fifty (50%) percent of the engagement fee or shall reschedule the event to another date that is agreeable to Client and Client agrees to pay additional travel costs.

License and Non-Disclosure - Company grants Client a limited revocable license to use its name and copyrighted material for sole purpose of promoting social media programs,

on-demand videos and materials to the licensed student and/or educator and/or parent population associated with their school/district or community. Client agrees that all content of the program is copyrighted by Company (and in some cases Joshua Ochs) and the term "Light, Bright and Polite" is a trademark of Joshua Ochs. As such, the content is intended solely for those in attendance at the presentation and/or viewing videos/program in the Company membership portal located at SmartSocial.com. Client agrees not to record, copy or distribute the presentation or any of the material presented during the engagement without written permission 7 days before showing content.

Indemnification - Client shall indemnify and hold harmless SmartSocial.com, Media Leaders, LLC, Smart School, Inc. and their officers, directors and employees from any claim, demand, loss, liability, damage or expense, including reasonable attorney's fees, arising in any way from the presentation, but only if said claim, demand, loss, liability, damage or expense, including reasonable attorney's fees, occurs as a result of the negligence of Client. SmartSocial.com, Media Leaders, LLC, Smart School, Inc. shall indemnify and hold harmless Client and their officers, directors and employees from any claim, demand, loss, liability, damage or expense, including reasonable attorney's fees, arising in any way from the presentation, but only if said claim, demand, loss, liability, damage or expense, including reasonable attorney's fees, occurs as a result of the negligence of SmartSocial.com, Media Leaders, LLC, Smart Social, Inc.

Governing Law - The terms and provisions of this Agreement and any dispute arising in connection herewith shall be governed by and construed in accordance with the laws of California. Any claim or dispute with Client arising out of or relating to this Agreement shall be settled by a court of law in Los Angeles County, in the State of California. If any provision or portion of any provision of this Agreement shall be held invalid or unenforceable, such portion or provision shall be deemed stricken from this Agreement, the remaining portions and provision shall remain in full force and effect and shall not be affected by the invalid or unenforceable term(s). This Agreement is the final Agreement between the parties and represents all oral and written representations between the parties. No oral or written representation contrary to this Agreement will be honored by the parties.

Signature Page for SmartSocial.com Programs

By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

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|--|--|
| <p>The Client: San Pasqual Union Elementary</p> <p>By: _____</p> <p>Date: _____</p> <p>Print Name: Mark Burroughs,</p> | <p>Company: Media Leaders, LLC (DBA SmartSocial.com)</p> <p>By: _____</p> <p>Date: _____</p> <p>Print Name: Joshua Ochs, President</p> |
|--|--|

SmartSocial.com Invoice/Purchase Order #621 For San Pasqual Union Elementary

San Pasqual Union Elementary
Escondido, California, 92027

SAMPLE CHECK

Pay to the order of: **Media Leaders, LLC**

\$3,000

For: Social Media Services Agreement #621

1) Here is a link to our W9 form: [Click Here](#) (Please forward this to your accounts payable department)

2) **IMPORTANT:**

Please make a check/purchase order for the above value to:

Media Leaders, LLC

767 Bennett Ave (New Address For 2023)

Long Beach, CA 90804

