



Kidpower Central Office
P.O. Box 1212
Santa Cruz, CA 95061
safety@kidpower.org
www.kidpower.org

September 21, 2017

Dear Kim,

Thank you for arranging to bring Kidpower to Glenwood Elementary School! We're excited to work with you and appreciate your commitment to helping others in your community learn skills to take charge of their safety and the safety of those in their care. To help us best meet your needs, please read this agreement carefully and let us know if you have any questions. To confirm your services, please return:

- A copy of every page, initialed and dated in box in the lower right corner
- The signature page, completed and signed

We are pleased to confirm the following services for your group:

Kidpower Child Protection Workshop for Adults

Tuesday, November 7, 2017 from 6:00-8:00PM

Serves an unlimited number of adult participants.

This workshop is not appropriate for children or teens, aside from teen parents. The presence of children or teens anywhere in the room will strictly limit the kinds of questions participants can ask and will prevent the instructor from addressing topics of concern to parents because they could be scary or inappropriate for young people to hear.

Kidpower Postive Peer Class/Group Workshops for Youth with Their Leaders

Tuesday, November 28, 2017 and Thursday, November 30, 2017. Schedule to be decided by Principal.

***** FULL participation of each primary teacher/leader required for effective service *****

Each session serves up to 35 youth regularly enrolled in that class/group, together with their head teacher/leader. Additional adults, such as staff or parents, are enthusiastically welcomed.

These workshops focus on skills that can prevent a problem from escalating into one that involves physical conflict, so we will not introduce physical self-defense skills.

The total service cost is \$4550. Glenwood Elementary School is agreeing to take responsibility for the following in order to ensure the success of the workshop:

- ❑ **Paying a non-refundable, transferable deposit of \$200 to confirm your services** by mailing a single check or using the PayPal instructions or mailing address on the invoice included in this document.
- ❑ **Paying the balance of \$4350 by Tuesday, October 24, 2017** via a single PayPal payment or in the form of a single check to Kidpower (please refer to your invoice for mailing address or PayPal instructions).
- ❑ **Verifying your understanding and acceptance of Kidpower's Private Workshop Cancellation Policy:** Kidpower will extend a full refund, not including nonrefundable deposits, for privately

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arranged workshops canceled more than fourteen (14) days in advance. Kidpower will extend a refund in the amount of half the cost of a canceled service if that service is canceled eight (8) to fourteen (14) days in advance. No refunds or credits will be extended in the case of workshops canceled up to seven (7) days in advance. In the case of all cancellations, deposits may be applied to a service conducted within one year of the originally scheduled workshop date.

- ❑ **Agreeing about liability boundaries.** Kidpower agrees to defend, indemnify, and hold harmless Glenwood Elementary School and its agents from and against all claims and damages caused by the gross negligence, unethical, or willful misconduct of Kidpower or its agents in the performance of the services under this agreement. Unless caused by the gross negligence, or willful misconduct of Glenwood Elementary School, Kidpower also agrees to defend, indemnify, and hold harmless Glenwood Elementary School and its agents from and against all claims and damages resulting from injury to or death of Kidpower staff or its agents in the performance of the services under this agreement. Given that this contract is for work done with Glenwood Elementary School's own clients, staff, parents, students, and/or other invitees on its premises and under the full and direct supervision of its staff or agents; excludes Kidpower staff from being alone with children or teens at any time; and excludes provision of any transportation of Glenwood Elementary School people by Kidpower staff; Glenwood Elementary School agrees to defend, indemnify, and hold Kidpower and its agents free and harmless of any liability for claims or damages by or on behalf of its own clients, staff, parents, students, and/or other invitees from their participation in the training or its use of the program. Kidpower can make no guarantees that use of its program will prevent or stop bullying, violence, or abuse.
- ❑ **Agreeing to respect Kidpower's mobile technology, recording, and photography boundaries.** To respect every participant's privacy and their confidence that their speech and images are not being captured without their awareness and consent – and also to uphold our program quality and retain responsibility for its use – Kidpower does not permit audio or video recording of any kind during workshops. Rarely, limited exceptions are made for special reasons consistent with Kidpower's mission. Exceptions cannot be made during a workshop. Requests for exception must be submitted in writing to Kidpower at least two weeks in advance of the workshop in order to be considered. Please know that approval is rarely granted because of participant privacy concerns and because of what we have learned about the limited usefulness and potential for misinterpretation of recordings of live workshops. Official leaders from Glenwood Elementary School may take still photos, not video or audio recordings, of Kidpower activities in their group with the understanding that they are doing so in a way that is consistent with Glenwood Elementary School's existing photo agreements with participants' families. A Kidpower instructor will ask attendees to refrain from taking photos if the photographer is not clearly in an official leadership role with Glenwood Elementary School. To avoid confusion, we appreciate your informing your Kidpower Workshop Coordinator in advance of the workshop, if possible, of the name and role of anyone you expect to be taking official still photos.
- ❑ **Agreeing not to alter the PDF flier provided to you by Kidpower.** Instead, please contact your Kidpower Workshop Coordinator so we can make the changes for you. Because Kidpower fliers incorporate our branding, imaging, and copyright, Kidpower requires that all changes be made by Kidpower staff.
- ❑ **Verifying that no physical self-defense will be included.** This service emphasizes the everyday skills that can prevent a problem from escalating into one that involves physical conflict, so no physical self-defense techniques will be introduced or practiced.
- ❑ **Sending all documents requiring signatures directly to the Kidpower office.** Kidpower instructors are authorized to sign receipts for checks and verification of participation forms, but



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Kidpower instructors are not authorized to sign any other documents at any workshop. If you anticipate needing our instructor to sign any documents, please contact Kidpower immediately.

- ❑ **Ensuring teachers/leaders recognize the limited responsibilities of a Kidpower instructor.** Kidpower instructors are guest speakers visiting briefly to share specific expertise. The regular group leader/coordinator/teacher remains fully responsible for the behavior and well-being of the participants and cannot leave without first having a supervisor or a colleague approved by the group/school come in person to take on those responsibilities.
- ❑ **Remind teachers/leaders/staff that they cannot leave the room for any reason other than an emergency,** in which case they will be taking their students/clients with them. Non-certified personnel cannot legally be left in charge in a California public school during school hours, and schools and youth agencies require that any adult left in charge of a group complete paperwork and meet requirements established by the district, school, or agency. Kidpower instructors have clear background checks and extensive training but are not necessarily certified teachers. As guests serving hundreds of schools and agencies, they have not completed processes allowing them to be left in charge at a given location. They do not know the students or the group/school boundaries and policies. Teachers/leaders are not to leave the room to take a phone call, to use the restroom, to meet with colleagues just outside the door, or to deal with discipline issues outside of the room.
- ❑ **Agreeing to participate in Kidpower's evaluation process.** Participating adults as well as group leaders, such as teachers, may be asked to complete a short questionnaire at the end of a workshop. You or another representative from your agency will agree to follow up by phone with Kidpower after the workshop.
- ❑ **Agreeing that, if you share about your Kidpower experience or about your use of Kidpower resources** in publicity, social media, or on your website, you will use our name, "Kidpower," and provide an active link to www.kidpower.org so that participants and their families, as well as others in your community, can have increased access to Kidpower resources.

Please know that Kidpower instructors bring and incorporate our brochures and educational publications and materials. As a convenience and a courtesy to adult/parent/staff participants, instructors often bring copies of these materials available for purchase after the workshop. Instructors display these materials, which are also available online, so that participants can assess them. Kidpower is an educational nonprofit organization dedicated to facilitating access to crucial safety information, and this is an integral part of furthering our mission, as is taking three or fewer minutes to tell adult participants how to learn more about Kidpower and how to support our work if they choose.

We will provide the assigned instructor's name and phone number 24-48 hours in advance so you can reach each other as needed on the day of the class. In the rare event your instructor is unable to teach due to illness/emergency, we will make every effort to find a replacement. Because we are a small organization providing services individually arranged to fit the unique schedules of every group we serve, we do not have the resources to guarantee a scheduled back-up instructor for every workshop. If we do need to reschedule due to instructor illness/emergency, we will agree upon a new workshop and will schedule an instructor as well as a back-up instructor – or provide a full refund if so selected.

Thank you for all you are doing to help bring these valuable skills to others in your community! Please do not hesitate to contact me at 510-682-6928 or at ellen@kidpower.org with any questions or concerns.



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Sincerely,



Ellen Frankel
Lead Program Coordinator
Kidpower California



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