



## APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

*All contracts must be approved by the Board of Education*

Please return this signed cover sheet and the contract to the Business Office for review  
**at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

**Site/Department:** Special Education & Counseling

**Date(s) of Contracted Service:** 07/21/2021 - 06/30/2024

**Contractor Name:** Enome, Inc.

**Cost (not to exceed):** \$33,915.00

**Description of Service:** Provide Goalbook Toolkit Special Education Full Department Membership, including training and technical support for up to 20 users. 3-yr contract for the 2021/22 - 2023/24 school year.

**Contract Terms:** Prepayment Penalty: ☐ Yes ☒ No Auto Renewal: ☒ Yes ☐ No

☐ Venue for Legal Disputes Reviewed by Cabinet Member ☐ Legal Counsel Reviewed

☐ Pupil Records Rider ☐ New Vendor (if checked, need W9) ☐ Other \_\_\_\_\_

☐ Fingerprinting/TB Questionnaire completed ☐ Insurance Received

☐ Ratified, reason \_\_\_\_\_

**Funding Source:** ☒ District ☐ ASB ☐ PTO/PTA ☐ Other \_\_\_\_\_

☐ Fund 40 ☐ Fund 14 ☒ Fund 01 **Budget Source** Special Education  
01-6500-0-5750-1190-5800-00-029-2300-0023

***I have read and understand the terms of and approve the attached contract:***

Steve Gonzalez  
Site/Department Administrator Signature

06/28/2021  
Date

☒ Reviewed by C.B.O. before being agendized. yp  
initials

Board Approval Date: \_\_\_\_\_

☐ Copy sent to the Site/Department 07/06/2021  
Date



## **Carmel Unified School District**

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### **Goalbook**

*Together we empower educators so that  
ALL students succeed.*



### **Carmel Unified School District: Goalbook Implementation Plan**

#### **Staffing Requirements for effective implementation:**

Within size/need alike districts (approx. 2,000 students) typically the district team appoints a representative or “point person” who is in a position of leadership and directly tied to the district initiative that our work supports. District point personnel have included titles of coordinator, director, facilitator or teacher on special assignment. This point person is tasked to be a liaison between district administrators, teachers and Goalbook throughout the year with routine communication (e.g. monthly) for collaborative planning and or delivering initial PD/training and follow up support. Below outlines the included services for implementing Goalbook Toolkit with Carmel Unified School District.

#### **Implementation Services Included Each Academic Year:**

1. Goalbook Toolkit District License - Goalbook Toolkit access for all Carmel Unified School District Staff up to 20 staff.
2. Online trainings for educators, tailored to site or job based instructional focus areas and needs.
3. Dedicated partnership success team to work with district implementation leads.
4. Detailed usage and engagement reports provided to implementation leads and district leadership delivered via email quarterly and upon request.
5. Access to ongoing monthly webinars in a variety of content areas using Goalbook to incorporate instructional best practices.
6. Dedicated technical support and Goalbook help desk.
7. Mid-year and end of year in person consultation for review and planning into the academic year’s goals and objectives for Carmel Unified School District.

#### **Pricing Summary:**

**Pricing Total:** \$11,305. annually

**Effective Date:** July 21, 2021

**Service End Date:** June 30, 2024

Goalbook Toolkit Memberships can be activated for any participating education staff member within Carmel Unified School District. Additional staff members may receive access as appropriate and jointly agreed upon with Carmel Unified School District and Goalbook. The membership and services listed above will be active upon approval and continued through each agreed upon Academic year without any additional fees or payments. At the end of this term, Carmel Unified School District has the option to extend the current agreement, including the scope and pricing.

***Goalbook Toolkit District License Membership includes all listed services outlined in the above implementation plan.***

## Course T



*Goalbook PD, West Contra Costa Unified School District, CA*

### Course T: Design Instruction with Goalbook Toolkit

Course T is a live, online orientation to Goalbook Toolkit customized to each school or district's implementation. Participants will practice using Goalbook under the guidance of a Goalbook expert trainer.

**AVAILABLE FORMATS: LIVE WEBINAR & ON SITE**

#### Goalbook Toolkit

Goalbook Toolkit has content that spans grades K-12 in:

- Pre-K
- Reading
- Writing
- Math
- Speech and Language
- Behavior & Social and Emotional Learning
- Autism
- Occupational Therapy
- Alternate Academic and Life Skills
- Success Skills
- Transition

#### Course Objectives:

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1. Learn how Goalbook helps teachers apply research-based best practices to design instruction
2. Learn and practice using Goalbook Toolkit to set instructional objectives that provide multiple levels of support
3. Apply strategies that address common learning barriers in the classroom

#### Key Activities:

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- Experimenting with the Goalbook Toolkit Strategy Wizard
- Put Goalbook Toolkit to immediate use by applying new learning to current students
- Interactive demonstration that includes Q&A



### **User and Technical Support:**

Goalbook provides each educator with dedicated technical support and access to Goalbook's help desk. On every page within Goalbook Toolkit and Goalbook there is an orange contact us button in the bottom right corner. By clicking that button individual users can directly access Goalbook's help desk without any fees or payments. Goalbook also provides a toll-free phone support for teachers and administrators.

Goalbook's interactive user interface also supports users through interactive features (such as the Strategy Wizard and the Personalized Goal Wizard) for navigating and selecting the resources within our platform efficiently and effectively. In addition to direct end user access to Goalbook's help desk on every page, Goalbook's success team can provide users with live and pre-recorded tutorials demonstrating how to utilize features and content within Goalbook. Goalbook's success team provides just in time webinar and remote coaching support for teacher user groups and administrators in need of assistance throughout the school year's implementation.

Goalbook's Success team members will be assigned and will provide customized dedicated support for the implementation including:

- Customized implementation and professional development planning and support, aligned to district and school instructional initiatives
- Tailored analytics and reporting on program participation
- Targeted recommendations around training and implementation based on program analytics
- On-demand and personalized training, delivered by Goalbook's content experts





Enome, Inc. (Goalbook)  
PO Box 1289  
San Mateo, CA 94401  
goalbookapp.com

### QUOTE

|                          | Goalbook   | Client   |
|--------------------------|--|--|
| Name and Mailing Address | Enome, Inc. (Goalbook)<br>PO Box 1289<br>San Mateo, CA 94401 | Carmel Unified School District<br>4380 Carmel Valley Road<br>Carmel-By-The-Sea, CA 93923 |
| Individual Contact       | Paul Moran   | Steve Gonzalez   |
| Title                    | Success Manager  | Director of Special Education  |
| Phone                    | (650) 346-1040   | (831) 624-1546   |
| Email                    | Paulm@goalbookapp.com  | sgonzalez@carmelunified.org  |

### Access Information

|                  |               |
|------------------|---------------|
| Effective Date   | July 21, 2021 |
| Service End Date | June 30, 2024 |

| Fee Type   | Amount    | Due Date      |
|--|-----------|---------------|
| District Special Education Full Department Membership – Goalbook Toolkit access for up to 20 users, including all Goalbook Services, 2021-2022 School Year | \$11,305. | July 31, 2021 |
| District Special Education Full Department Membership – Goalbook Toolkit access for up to 20 users, including all Goalbook Services, 2022-2023 School Year | \$11,305. | July 31, 2022 |
| District Special Education Full Department Membership – Goalbook Toolkit access for up to 20 users, including all Goalbook Services, 2023-2024 School Year | \$11,305. | July 31, 2023 |

Fees for continued use after the Initial Term will be due 30 days after invoice delivered upon conclusion of the Initial Term or Renewal Term. Licenses are provisioned one year at a time and are extended upon receipt of purchase order or payment for the upcoming year.

This Order Form is entered into and effective as of the Effective Date set forth above by and between Enome, Inc. and the Client identified above. This Order Form incorporates the Goalbook Client Terms and Conditions ([goalbookapp.com/c-terms](http://goalbookapp.com/c-terms)) (collectively the "Agreement"). By signing below or paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, and that you have the authority to bind your organization to the Agreement.

### FOR GOALBOOK

Name: Erin Christian

Title: Success Team Lead

Signature: Erin Christian

Date: 6/25/21

### FOR CLIENT

Name: Ted Knight, Ed.D.

Title: Superintendent

Signature: \_\_\_\_\_

Date: July 22, 2021

# GOALBOOK TERMS OF USE

*These Terms of Use were last revised on May 31, 2020.*

Welcome, and thank you for your interest in Goalbook, the web-based platform made available to you by Enome, Inc. ("we" or "us"). Goalbook is a professional learning platform of instructional resources for planning rigorous instruction for all students ("Pathways") and a toolkit for planning specialized instruction ("Toolkit"), and content ("Content"), together, which comprise the Goalbook Platform ("Platform").

These Terms of Use govern the use of Goalbook by organizational users and individual users.

These Terms of Use are a legally binding contract between you and Enome regarding your use of the Goalbook website, Pathways, Toolkit, Content, and other features or services (collectively, the "Services").

**PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," REGISTERING FOR AN ACCOUNT, DOWNLOADING OR USING THE SERVICES, YOU AGREE TO THESE TERMS OF USE, INCLUDING THE GOALBOOK PRIVACY POLICY, ANY APPLICABLE END USER LICENSE AGREEMENT, AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS").** If you use the Services on behalf of the Contracting Organization (as defined below), then your agreement binds such organization and you represent that you have the authority to so bind. If you do not agree to the Terms, then please do not use the Services.

To use the Services, you must be, and hereby represent that you are an individual 13 years or older who can form legally binding contracts and that you are not a resident of the European Economic Area (EEA). Any use of the Services by anyone under the age of 13 or who is an EEA resident is strictly prohibited. If you have previously been suspended from the Services, or if we have previously suspended or deactivated your User Account as defined below, you are prohibited from using the Services.

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Your use of the Services through a mobile application is subject to an End User License Agreement. The applicable End User License Agreement depends on your mobile device. The End User License Agreement will be presented to you when you download the mobile application and will be accessible through the mobile application. The End User License Agreement is hereby incorporated into the Terms by reference.

Your use of the Services is subject to any additional terms, rules, or guidelines which we may post from time to time (the "Additional Terms"). All such Additional Terms are hereby incorporated by reference into the Terms.

## **ELIGIBILITY**

By agreeing to the Terms, you represent and warrant to us that: (i) you have not previously been suspended or removed from the Services; (ii) you are not under 13 years old; and (iii) your registration and your use of the Services is not prohibited by law.

## **MODIFICATION OF THE TERMS**

We reserve the right, at our discretion, to change the Terms at any time. Please check the Terms periodically for changes. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. Any material changes to the Terms will be effective thirty (30) days after they are initially posted on the Services.

## **REGISTRATION**

To access most features of the Services you must register for an account, which may be subject to certain restrictions. When you register for an account, you will be required to provide us with some information about yourself (such as your title, e-mail address, phone number, and other contact information, and in the case of registering for certain Services such as Toolkit, your credit card information). You agree that the information you provide to us is accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft, or unauthorized disclosure or use of your password), you agree to immediately notify us at [support@goalbookapp.com](mailto:support@goalbookapp.com).

Organizations such as schools may purchase or otherwise obtain organizational-level access to Goalbook. The employees and other representatives of such an organization may be granted authority by such organization to create accounts on the Platform in accordance with the restrictions below. By registering for a user account, you represent and warrant that you have authority from your organization to use the Services and agree to these Terms. Additionally, you agree that you are solely responsible for any disclosures of information that you make while using the Services. While Goalbook discourages you from entering information that may personally identify a student, there are open text fields in the My Library feature where this may occur. You represent and warrant that your disclosure and use of personal information of students is permitted by a parent or guardian of such student, made in compliance with applicable school and school districts policies, and complies with all applicable laws related to student privacy.



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**Authorization to Invite Users.** Only those representatives of organizations that have been granted authority by us may invite users to the Goalbook Platform. In compliance with our Privacy Policy, we will not grant an organization authority to invite users to the Goalbook Platform unless: (i) we have contracted with the organization (the "Contracting Organization") to provide the Goalbook Platform for the use and benefit of the Contracting Organization, and for no other purpose, and (ii) the Contracting Organization, with full notice of our collection, use, and disclosure practices as described in our Privacy Policy, has authorized us to collect personally identifiable information through the Goalbook Platform. In some circumstances we may decline to grant access to the Goalbook Platform even when the above conditions have been met. For example, a Contracting Organization may request that only a select group of its representatives (such as school principals) be given authority to invite users to the Goalbook Platform. If you are a Contracting Organization, you represent and warrant that you have obtained all necessary consents and complied with all laws to invite users and to permit users access to personally identifiable information of the students.

## FEES, TRIAL USAGE & PAYMENT

**Fees.** Some Services require the payment of fees to us. You may get access to the Platform because an organization has paid fees for your access. If so, you acknowledge that such access is limited to the paid-for period of access.

**Free Trial.** Your access to and use of any paid Services, including but not limited to Pathways and Toolkit, may start with a fourteen (14) day free trial ("Free Trial"). You are only entitled to a Free Trial the first time you try a Service. At the end of your Free Trial your organization will be required to pay for the Service or you must discontinue use of the Service and any Materials you downloaded from the Service.

## USER CONTENT

**User Content Generally.** Certain features of the Services permit you to post content, including images, audio, video, text, feedback, and other types of works (collectively called, "User Content") and to share or publish User Content on the Services. You may post User Content in a variety of circumstances, such as when you create a profile during your registration for the Services or otherwise upload or share information on the Services.

**Limited License Grant to Enome.** By posting User Content, you grant us a worldwide, non-exclusive, transferable, sublicensable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute and re-distribute, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). You retain copyright and any other proprietary rights you hold in the User Content that you post to the Services. Note, however, that we will not exploit your User Content in violation of our Privacy Policy or in violation of any state or federal law.

**User Content Representations and Warranties.** By posting and publishing User Content, you affirm, represent, and warrant that:

a) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize us and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you under these Terms and in the manner contemplated by us and the Terms;

b) Your User Content does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; or (iii) contain any viruses, adware, spyware, worms, or other malicious code.

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## DMCA

**DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Services you may contact our Designated Agent at the following address:

Enome, Inc. (Goalbook)  
PO Box 1289  
San Mateo, CA 94401  
E-mail: [digitalrights@goalbookapp.com](mailto:digitalrights@goalbookapp.com)

Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;

(b) a description of the copyrighted work or other intellectual property that you claim has been infringed;

(c) a description of the material that you claim is infringing and where it is located on the Services;

(d) your address, telephone number, and email address;

(e) a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

(f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter Notices.** If material that you have posted to the Services has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the Designated Agent address listed above that includes the following:

(a) a physical or electronic signature;

(b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

(c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

(d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

**Repeat Infringers.** We will promptly terminate your access to the Services without notice if you are determined by us to be a "Repeat Infringer." You are a Repeat Infringer if we have notified you of infringing activity violations more than twice and/or if you have had any User Content removed from the Services more than twice.

## AUTHORIZED USE

You may use the Services solely as a teaching tool for the benefit of students. You will not:

(a) copy (e.g., into Word file) any Materials (as defined below) including but not limited to the content we provide as part of Pathways and Toolkit for use outside of our website;

(b) save any downloadable materials and distribute to others, or use such materials for any purposes other than your personal use;

(c) rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer the licenses granted herein or any Materials;

(d) post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;

(e) post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

(f) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;

(g) delete the copyright or other proprietary rights on the Services or any User Content;

(h) make unsolicited offers, advertisements, or proposals, or send junk mail or spam to other users of the Services (this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

(i) use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

(j) defame, harass, abuse, threaten, or defraud users of the Services, or collect, or attempt to collect, personal information about users or third parties without their consent;

(k) use the Services for any commercial purpose without our consent;

(l) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services or User Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services or User Content;

(m) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

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The Services, including our websites, may contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

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If you violate any of the Terms, your permission to use the Services will automatically terminate. You also agree that we may, at any time and without notice to you, suspend or revoke your access to and use of the Services, and any accounts you may have in connection with the Services if we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of us or any third party. Unless otherwise agreed by us, for example, in a separate written agreement under which you purchase access to a particular Service for a defined period of time, (i) we may discontinue your access to the Services at any time, for any reason and (ii) we may modify the Services at any time without notice to you. We will have no liability whatsoever on account of any permitted change to the Services or any suspension or revocation of your access to or use of the Services. You may terminate these Terms or cancel your account by contacting customer support at [support@goalbookapp.com](mailto:support@goalbookapp.com). Upon termination, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, this section and sections entitled "Proprietary Rights," "Indemnity," "Limitation of Liability," "Governing Law & Venue."

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YOU AGREE THAT THE AGGREGATE LIABILITY OF THE ENOME ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE USE OF THE SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO US FOR ACCESS TO AND USE OF THE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM, OR (ii) \$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **NO CLASS ACTIONS**

YOU AND ENOME AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **GOVERNING LAW; VENUE**

These Terms shall be governed by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California by California residents, and without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Enome agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the Santa Clara County, California (if state court) and the Northern District of California (for federal court) for the purpose of litigating all such claims or disputes. We operate the Services from our offices in California, and we make no representations that information and materials included in the Services are appropriate or available for use in other locations. Access to the Services from any territory where the content is illegal is prohibited.

## GENERAL

The Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Services, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer the Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign the Terms at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

## CONTACT INFORMATION

If you have any questions regarding your Goalbook user account, please contact us at [support@goalbookapp.com](mailto:support@goalbookapp.com).

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