SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 20, 2026

Agenda Section: Consent

Agenda Item Title: Bullseye Walkthrough and Coaching Platform

From/Presenters: Jennifer Gutierrez, Deputy Superintendent

Description: Administration recommends approval of the Bullseye Coaching and Walkthrough Platform, a web-based instructional leadership system designed to support classroom observations, instructional coaching, and continuous professional growth. The platform provides district and campus leaders with a centralized, customizable tool to conduct classroom walkthroughs, deliver timely feedback, monitor instructional trends, and align coaching practices with the District's instructional framework. Bullseye's real-time analytics and reporting capabilities will strengthen data-informed decision-making, enhance professional learning, and support continuous improvement in teaching and learning across South San ISD.

This platform will assist us in monitoring the following Constraints:

Constraint 1 -Rigorous Curriculum: The Superintendent shall not permit the use of materials and curriculum other than those High Quality Instructional Materials adopted by the district and aligned to grade level expectations.

Constraint 4- Educator Support: The Superintendent shall not allow educators to go without constructive feedback and support.

Historical Data: During the 2025–2026 school year, South San ISD utilized the Jotform platform for classroom walkthroughs and instructional coaching through access provided by the Strong Foundations Grant in partnership with Region 20. As the grant-funded access concludes, the District is transitioning to the Bullseye Coaching and Walkthrough Platform to provide a more comprehensive, user-friendly, and sustainable solution for conducting instructional observations, delivering coaching and feedback, and analyzing instructional data. The platform offers streamlined access for campus and district leaders while enhancing consistency, collaboration, and data-driven decision-making.

Recommendation: Approve the purchase of Bullseye Walkthrough and Coaching Platform

Purchasing Director and Approval Date:

Funding Budget Code and Amount:$30,000 Title I Funds

Goal 1: SSAISD will engage all students with a high-quality, research-based curriculum to achieve academic growth and excellence.

Goal 2: SSAISD will recruit, retain, and develop a collaborative and highly effective staff.

Bullseye, LLC
2705 Landon Road
Shaker Heights, OH 44122

PREPARED FOR

Name: Jennifer Gutierrez

Title: Deputy Superintendent

Email: jennifer.gutierrez@southsanisd.net

Customer: South San Antonio Independent School District

FEES FOR SERVICES

Products		Annual Cost
Coaching & Walkthrough Package		$36,000
Multi Year Discount		$6,000
	Discounted Annual Cost through SY28-29	$30,000

Package Includes:

Software Access Across All Devices for Customer through end of SY28-29
-Admin Accounts for all Admin
-Teacher Accounts for all Teachers

Quick Start Implementation
-Creation of the Customer's school(s) & users with:
-Customized objectives & frameworks
-Training for Customer's use case

Ongoing Support
-Support via email, text, phone and video conference

TERM LENGTH: Through end of SY28-29

The Term of this Agreement starts on the EFFECTIVE DATE of this agreement and ends at the end of the Customer's 2028-2029 school year. At the end of the 2028-2029 school year, this Order Form will renew in accordance with the Terms & Conditions.

PAYMENT TERMS

All Fees will be billed Annually in advance and are due within thirty (30) days of invoice receipt.

PREPARED BY BULLSEYE, LLC
Jake Szabo
Chief Operating Officer
jake.szabo@bullseyeedu.com
914.275.7073

TERMS OF SERVICE

Customer hereby orders from Company the Services described in this Order Form. This Order Form is made pursuant to and is incorporated as part of the Master Services Agreement, attached and located at https://bullseye.education/bullseye-msa/, between Company and Customer ("Agreement").

Customer represents and warrants that it has read and understands all of the provisions of this Agreement.

This Order Form may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one legal instrument. Facsimile, scanned-.pdf or other electronic signature will be accepted as an original signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date below by its duly authorized representative.

ACCEPTED BY CUSTOMER

SIGNATURE

Jennifer Gutierrez

PRINTED NAME

Deputy Superintendent

TITLE

EFFECTIVE DATE

ACCEPTED BY BULLSEYE, LLC

SIGNATURE

PRINTED NAME

TITLE

DATE

CUSTOMER BILLING INFORMATION

BILLING CONTACT NAME

BILLING EMAIL ADDRESS

BILLING PHONE NUMBER

CUSTOMER Project Leader OR Secondary Contact

SECONDARY CONTACT NAME

SECONDARY CONTACT TITLE

SECONDARY CONTACT EMAIL

Thank You!

WE ARE LOOKING FORWARD TO PARTNERING WITH YOU

Master Service Agreement

This Master Services Agreement ("Agreement"), dated the last date below, is by and between Bullseye, LLC ("Company") and the undersigned customer ("Customer"). This Agreement consists of (i) one or more Order Forms and (ii) the following Terms & Conditions. To the extent of any conflict between the Order Form(s) and the Terms & Conditions, the Order Form(s) shall prevail.

Terms & Conditions. These Terms & Conditions are incorporated in and made part of the Master Services Agreement between Bullseye, LLC ("Company") and the applicable customer ("Customer"), and govern the Company's services that are expressly identified in one or more order forms (each, an "Order Form") execute by both parties ("Services").

Services. Subject to the terms and conditions herein, Company will provide to Customer the Services during the Term. Customer may use the Services solely for its internal business and educational purposes and Customer will permit access and use of the Services only by Customer's authorized representatives and students expressly permitted under the applicable Order Form ("Permitted Users"). Customer is solely responsible for (a) configuring the Services, (b) internet access, hardware and third party software necessary to use the Services, (c) acts and omissions of Permitted Users, (d) granting and managing access to the Services, and (e) all Customer Data, curriculum, frameworks, materials, technology, documents, content and any other information uploaded, installed, stored, transmitted, communicated through or otherwise used in connection with the Services.

Restrictions. Neither Customer nor Permitted Users will (a) modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Services, (b) cop the Services or use the Services to create a competitive or similar service, (c) sell, rent, lease, sublicense, loan, or otherwise transfer rights to or allow any use of the Services by any third party, (d) remove or alter any trademark, copyright or other proprietary notices in the Services; or (e) upload, install, store, transmit or communicate through the Services any information, data or content that violates any law, rule, regulation or policy, any agreement or license or any third party's privacy or intellectual property rights.

Customer Data. All Customer data and information, including any school, parent, student, administrator, teacher, professional and other Customer information ("Customer Data") shall remain the property of Customer, and Customer grants to Company a license to use Customer Data solely for (a) providing the Services, (b) performing this Agreement and (c) anonymizing and aggregating Customer Data with other customer data solely to analyze use of the Services.

Intellectual Property. Company exclusively owns and retains all intellectual property rights and all other rights, titles and interests in and to the Services, including, without limitation, all software, content, designs and documentation incorporated and provided through the Services. Nothing herein is an assignment or transfer of rights to Customer. Customer agrees that any intellectual property rights arising from feedback regarding the features and functionality of the Services hereby are assigned to Company. Customer agrees that Company may reference Customer as a customer of the Services.

Confidentiality. Each party will keep the other party's non-public information confidential and not use such information for any purpose other than performance of this Agreement. Information already lawfully in the receiving party's possession from another source or developed independently by such receiving party is not restricted under this Agreement. If, by governmental order or rule, a party is required to disclose information c the other party, the parties will cooperate to restrict disclosure to the extent permitted by law.

Laws. Each party will comply with all applicable laws, rules and regulations in performing its obligations and exercising its rights under this Agreement.

Fees; Payment. Customer agrees to pay the fees associated with the Services set forth on the applicable Order Form ("Fees"), as well as any taxes arising from the provision or use of the Services, except for taxes based on the Company's income. If Customer is exempt from such taxes, Customer shall provide relevant documentation to Company. Customer shall pay all such Fees on or before the applicable due date set forth in the Order Form. Customer will pay interest on overdue payments at rate of the lesser of 1% per month or the maximum amount permitted by law. Company may suspend access and use of Services if any payment is overdue.

Term. The term of this Agreement continues so long as any Order Form remains in effect, however, this Agreement may be terminated earlier (a) by Company, if any Customer payment is overdue by more than twenty (20) days, or (b) by either party, if the other party is in material breach of this Agreement and does not cure such breach within thirty (30) days following receipt of written notice from the non-breaching party (collectively, the "Term"). Each Order Form will have an initial term of twelve (12) months, and will automatically renew for successive twelve (12) month periods, unless either party provides written notice of non-renewal at least thirty (30) days in advance of the end of the then-current annual period. At the end of the Term, Customer shall discontinue access and use of the Service and pay all amounts due to Company. No refunds will be made, and nothing herein prevents a party from pursuing any rights and remedies. Sections 3-5 and Sections 7-12 will survive the end of the Term.

Warranties; Disclaimer. Company and Customer represent and warrant to each other that (a) such party has the full authority and right to enter into and perform this Agreement, and (b) this Agreement does not violate, breach or contravene any agreement, license, order or law to which such party is a party or subject.

THE SERVICES ARE PROVIDED "AS IS", AND EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY DOES NOT MAKE, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY REGARDING THE SERVICES BEING ERROR-FREE, CUSTOMER'S USE OR RESULTS OF THE SERVICES, THAT SERVICES DEFECTS WILL BE CORRECTED OR SERVICES BEING FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL CODE.

Indemnification. Company will defend Customer in the event of a third-party claim, demand, suit, action or proceeding ("Claim") that alleges that the Services infringe, misappropriate or violate the intellectual property rights of such third party, and Company will pay all costs of the defense and all damages finally awarded or paid in settlement of any such Claim. Customer will defend Company in the event of a Claim that alleges that Customer has breached this Agreement or violated any third party's rights, and Customer will pay all costs of defense and all damages finally awarded or paid in settlement of any such Claim. To exercise its right hereunder, an indemnified party must give prompt notice of any Claim to the indemnifying party and permit th indemnifying party to defend and settle the Claim, provided the indemnified party has the right to consent to any settlement that admits any liability of such indemnified party. Notwithstanding the foregoing, Company shall have no obligation under this Section if a Claim would not have arisen but for Customer's unauthorized use of the Services or combination or use of the Services with a third party's technology or intellectual property rights.

Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR DATA OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE, AND IN NO EVENT WILL COMPANY'S LIABILITY UNDER OR IN RESPECT OF THIS AGREEMENT EXCEED THE

AMOUNT ACTUALLY PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

General. The parties are independent contractors, not agents or partners. To be effective, any waiver or amendment must be in writing and executed by the applicable party or parties. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue in effect and the parties will replace the invalid provision with a new provision that matches the original intent. Neither party will be responsible for performance of its obligations hereunder when hindered by events beyond its reasonable control. Any notice under this Agreement must be in writing and transmitted to the applicable party as set forth on the applicable Order Form and will be effective upon personal delivery, the following business day, if sent by reputable overnight courier, or if sent by email or fax, only if and when the receiving party acknowledges receipt. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without giving effect to conflict of laws principles, and for any claim, dispute or controversy, each party irrevocably submits and consents to the exclusive jurisdiction and convenient forum of the state and federal courts located in Denver, Colorado. Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party; provided, Company may assign this Agreement to a successor or third party that acquires substantially all of the assets or equity of Company. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one legal instrument. Facsimile, scanned-.pdf or other electronic signature will be accepted as an original signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date below by its duly authorized representative.

ACCEPTED BY CUSTOMER	ACCEPTED BY BULLSEYE, LLC
SIGNATURE:	SIGNATURE:
PRINTED NAME: Jennifer Gutierrez	PRINTED NAME:
EFFECTIVE DATE:	DATE: