



PBIS Rewards Service Proposal For:

Randall K. Cooper High School

Proposal Number: v11119

Date: 2/20/2018

Executive Summary

PBIS Rewards (PR) will provide its PBIS Rewards Service to Randall K. Cooper High School, Boone County Schools, at 2855 Longbranch Road, Union, KY 41091, United States for the school year 2018-2019.

School Requirements

Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices currently supported include:

- iOS devices (iPhone, iPad, iPod Touch) running iOS 6.x and later
- Android devices running 4.0 and later and with a front-facing camera.
- Amazon Fire devices running Fire OS 4.x and later.

Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

ID Card Limitation

If your school is using ID Cards provided outside of the PBIS Rewards service, you confirm that your school has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in your school. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that the school test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Internet Explorer 10 or above
- Firefox (latest version)
- Chrome (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing

Pricing is based on the number of students estimated at the beginning of the school year, plus a base fee. The school may add or remove students throughout the school year at no additional cost. There are no additional costs for teachers or staff. All pricing is in US Dollars (USD).

| Description | Qty | Price | Ext Price | |
|----------------------------------|------|-----------|-------------------|-----|
| PBIS Rewards Service Base Fee | 1 | \$500.00 | \$500.00 | USD |
| PBIS Rewards Per Student License | 1425 | \$1.75 | \$2,493.75 | USD |
| One-time Pricing Adjustment | 1 | -\$299.38 | -\$299.38 | USD |
| Total Annual Price | | | \$2,694.37 | USD |

***** ID Badges and Lanyards are not included. *****

The school will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/bpp/>. The School acknowledges and agrees to the terms of the PR Billing and Payment Policy and acknowledges and agrees that same may be modified and/or amended by PR from time to time.

Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the School. The preferred method for initiating a helpdesk request is to send an email to:

support@pbisrewards.com

Please list your school name and PBIS Rewards School Code. Describe the problem and contact information for follow-up. A ticket will be opened and an email response confirming receipt of the helpdesk request will be sent back to the email address that made the request. You can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Services

PR will permit the School to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by the School.

Use of Service

The School agrees to use the Services and any related equipment only for lawful purposes in the United States. Any Prohibited Use as described below shall subject the School to termination pursuant to the Section below labeled 'Termination by PBIS Rewards'. The School agrees not to use the Services for transmitting, receiving, accessing or storing any communication, virus or material of any kind which, in PR's sole judgment, would: (i) constitute, or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law, rule or regulation; (ii) constitute any illegal or prohibited mass marketing ; (iii) promote unlawful violence or facilitate illegal activity; or (iv) cause damage or injury to any person or property (collectively a 'Prohibited Use'). The School is responsible for the following: (i) any and all liability that may

arise out of the content transmitted by the School or by such other users using the Services; (ii) ensuring that the School's use of the Services and all content transmitted thereby will at all times comply with all applicable laws, regulations and written and electronic instructions for the use of the Services, including, but not limited to, PR's Acceptable Use Policy for PBIS Rewards located at <https://www.pbisrewards.com/aup/>, incorporated herein by this reference, (iii) ensuring that its network and systems comply with the relevant specifications provided by PR from time to time, (iv) all data entry and loading, (v) establishing and maintaining adequate operational back-up and disaster recovery provisions for School data in the event of a defect or malfunction that renders the Services non-operational, and (vi) determining whether the Services will achieve the results the School desires. PR's actions or inactions under this Section shall not constitute review or approval of any use of the Services by School or content transmitted thereby. The School will indemnify and hold harmless PR, its officers, members, managers and employees against any and all liability (including without limitation, court costs and attorneys' fees) arising out of or in connection with the School's use of the Services.

Privacy Policy and FERPA Policy Statement

You acknowledge that you have reviewed PR's Privacy Policy at <https://www.pbisrewards.com/privacy-policy> and PR's FERPA Policy Statement at <https://www.pbisrewards.com/ferpa>.

Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to School for any of the following reasons: (i) School fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives School notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) School furnishes false or misleading customer information; (iv) School fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) School fails to provide timely information or data necessary for activating the Services; (vi) School does not comply with any applicable software licensing agreements, if any; (vii) School becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Acceptable Use Policy which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and the School.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

NO WARRANTIES. PR DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO SCHOOL OR ANY OTHER PERSON WITH RESPECT TO THE SERVICES. PR EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SERVICES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. The entire risk arising out of use or performance of the Services remains with School.

LIMITATION OF LIABILITY. In no event shall PR be liable for any damages whatsoever (including, without limitation, incidental or consequential damages that the School alleges to have suffered as a result of the Services or the failure of the Services, damages for loss of profits, or any costs or expenses for labor, transportation, or other expenses incurred by reason of the use of any defective goods, access interruption, loss of information, or any other pecuniary loss) arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by School within 90 days after the

cause of action shall accrue, and no such action may be maintained which is not commenced within such period.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by SCHOOL, in addition to any other remedies PR may have at law or in equity, PR may recover from SCHOOL all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by SCHOOL of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

| | | | |
|-----|--------------------------|---------|-------------------------------|
| PR: | PBIS Rewards | SCHOOL: | Randall K. Cooper High School |
| | 223 NW 2nd St, Suite 300 | | 2855 Longbranch Road |
| | Evansville IN 47708 | | Union, KY 41091 |
| | United States | | United States |

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and the School.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, IN. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between the School and PR relating to this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees for services rendered in appellate proceedings.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid for 60 days.

In accepting this agreement, the School agrees to the work and terms as outlined in this proposal dated 2/20/2018.

To accept the terms of this proposal please sign and deliver this document to PBIS Rewards.

| | |
|---|--------------------------|
| SIGN: _____ | SIGN: _____ |
| PRINT: _____ | PRINT: <u>Pat Heck</u> |
| TITLE: _____ | TITLE: <u>President</u> |
| FOR: <u>Randall K. Cooper High School</u> | FOR: <u>PBIS Rewards</u> |