



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

TO: Dr. Jesse Bacon, Superintendent

FROM: Rachelle Bramlage-Schomburg, Director of Secondary Education *RSS*

DATE: Friday, March 12, 2021

RE: Purchase Agreement
Yondr 2021-2022
Bullitt County Public School, North Bullitt High Schools

Attached is the purchase agreement between Yondr and Bullitt County Public Schools, in particular North Bullitt High School. The purchase agreement between both parties would be in effect for the 2021-2022 school year. This agreement was approved by North Bullitt SBDM on March 5, 2020. This contract has been reviewed by Eric Farris, Buckman Farris and Mills Law. Please approve the purchase agreement between Yondr and North Bullitt High School.

(Signature)
3.15.21



North Bullitt High School

3200 Hebron Ln
Shepherdsville, Kentucky 40165

Phone: 502-869-6200

Fax: 502-957-6762

<https://www.bullitt.k12.ky.us/3/Home>

March 11, 2021

To: BCPS Board of Education
From: J Lail, North Bullitt High School
RE: Cell Phone Free Environment (Yondr Contract)

Esteemed Members of the BCPS Board of Education:

North Bullitt High School SBDM adopted a cell phone policy on 3/5/20 declaring the school a “cell phone free environment.” To enforce this policy, NBHS purchased the program Yondr. Yondr is a phone pouching system. Students pouch their phones when they enter the morning when they enter the building and unpouch their phones when they leave at dismissal. The program includes on-site training for students and teachers, replaceable pouches, and magnetic hubs for unlocking pouches. As a result of this policy, it is necessary that we sign a contract with Yondr to continue to utilize their system. The Yondr contract is attached to this memo.

Thank you.

Yondr Program Agreement

This Yondr Program Agreement (together with all schedules and exhibits attached hereto, the "**Agreement**") dated as of **3/9/21** (the "**Effective Date**"), is entered into by and between Focally, LLC, a Delaware limited liability company dba Yondr ("**Yondr**" or "**Company**"), and **North Bullitt HS** ("**Client**").

Introduction	Yondr has developed a program for creating phone-free environments inside schools and classrooms through the use of certain Equipment. Client wishes that Yondr create such environments at Client's school as specified herein.
Services	Yondr shall provide the Equipment, training, and supporting services (collectively, the " Services ") for the launch and continued operation of the Yondr Program.
Equipment	Equipment provided may include, but is not limited to: Yondr proprietary pouches, unlocking bases, totes, and hampers. The Equipment is being provided "as-is" without any warranties, express or implied. Client shall not be charged for replacement Equipment so long as Client takes reasonable care in administering the Yondr program and maintains reasonable adherence to Yondr's implementation protocol.
Location/ School	The Services shall be provided at the following location(s): <ul style="list-style-type: none"> • North Bullitt HS
Implementation Type & Student Enrollment	The Services shall be provided to support: <ul style="list-style-type: none"> • Implementation Type: All Day - Take Home • Student Enrollment: 1,050
Term	The term of this Agreement shall commence on the Effective Date and shall end on 6/30/22 thereafter, the parties may agree to renew or cancel the agreement for additional one-year or multi-year periods. Consent to renewals, if any, will be evidenced by the Client's issuance of a purchase order and/or payment. At the end of the Term as stated herein, Client may cancel the Program per the Cancellation Policy stated below.
Pricing	The term pricing for the Services is set forth as \$11 per student + \$395 shipping. Current pricing is based on 1,050 students for a Total Term Cost of \$11,945 . Pricing may be amended by mutual written consent if there is any material change to the Services or pricing.
Payment Schedule	In each year of the Term, Client shall pay Yondr the Total Annual Cost in two parts. The Deposit payment will be provided prior to the commencement of the Services for such year, within 30 days of receipt of an invoice from Yondr. The Remainder payment will be provided upon the release of the 2021/2022 school year budget.
Shipment	Yondr shall ship Equipment to Client upon confirmation of payment barring major weather events and subject to availability.
Cancellation Policy	Upon cancellation of Services by Client or Company, Yondr shall retain ownership and title of the Equipment. Client shall return all Equipment within 30 days of cancellation of Services. If Equipment is not returned within 30 days, Yondr will bill Client for the full program year.
Governing Law	California

The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

FOCALLY, LLC dba YONDR

Signed: 
DocuSigned by:
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Name: Benji Spanier

Title: Director of Partnerships

Signed: 

Name: J Lail

Title: Principal