

**Kickboard, Inc.**

Company Address 2000 Louisiana Ave
PO Box 15829
New Orleans, LA 70175

Ballyshannon Middle School

Billing Address 7515 Shamrock Ave.
Union, KY 41091

Prepared By Nneka Bennett

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Order Details

Order Start Date: 7/1/2021

Order End Date: 6/30/2022

Product	List Price	Quantity	Discount	Total Price
Platform Access - Cross Solution	\$8.5	700	One-Time: 15%;	\$5,061
SIS Integration	\$1.5	700	One-Time: 15%;	\$896
Managed Services - Annual	\$1,000	1	One-Time: 15%;	\$850

Grand Total: \$6,807

Attachment A

Purchasing Kickboard Platform and Services**I. Kickboard Data Management and Analytics Platform**

Kickboard will host and make available for access and use by the client's authorized users the specific data management and analytics solution or solutions purchased by the client. Access to applicable products is as follows:

- An initial purchase of access to Kickboard and related technology services is for period increments of 12-months. Access is purchased based on the Average Daily Membership (ADM) of the client school, district or organization.
- Should the ADM of the client school, district or organization increase by more than 20 students from the purchased quantity, at any point during the term of access; additional access must be purchased at the annual rate card unit price.
- Access that is purchased for 'add-on' students during the access period is through the end date of the original order.
- There are no credits or refunds on purchases of access to Kickboard.

II. Kickboard Program Components

- Culture and Climate
- Intervention Management (RTI)
- Leadership Development

III. Managed Services

Kickboard will assign a designated Product Support Specialist to facilitate the following virtual sessions on an annual basis

- One (1) virtual Annual Implementation Kickoff session with school Core Team representatives to set annual implementation goals and identify re-configuration needs;
- One (1) virtual Annual Core Team Training per school, using Client's Kickboard account with Client student data loaded, in a "Train the Trainer" format to highlight new functionality;
- One (1) virtual Pre-Rollout session per school to review site configuration and staff usage expectations in advance of annual staff rollout.

IV. Professional Development

- Scheduling: Onsite or virtual professional development sessions cannot be scheduled until Kickboard has received a valid purchase order, contract or full payment by check or credit card. Sessions must be scheduled at least 2-weeks in advance of the delivery date.
- Cancellations: If a scheduled onsite professional development session is cancelled without at least 2-weeks prior written notice, the client will be required to pay Kickboard for travel and related expenses when that onsite professional development day is delivered.
- Recording: Onsite or virtual sessions may not be audio or video recorded without express written permission from Kickboard in advance.

- Expiration: Professional development must be delivered prior to the order expiration date. There are no credits or refunds for unused professional development sessions.
- Schools are responsible for documenting their own attendance for Kickboard Professional Development. Kickboard will not be responsible for managing sign-in sheets or proving participant attendance.
- If for any reason travel becomes not possible, due to community health, civil unrest, or any other factor putting employees at risk, Kickboard will work to provide services remotely.

V. Payment Terms

All invoices are due 30 days from the date of invoice. If a client is more than 30 days overdue on an invoice, a 5% interest charge will be applied for every 30 days the invoice is past due. If payment has not been received within 90 days, Kickboard may suspend or terminate service immediately until payment is received. By signature of this agreement, you confirm the allocation of funds for payment of an invoice in the amount of this price quote.

VI. Implementation Timeline

The Kickboard Client Services Team will work with you to design a program to meet your specific requirements and develop an implementation plan to support the initial launch and ongoing management of your Kickboard program. The timeframe for deployment is dependent on your requirements.

VII. Managed Services and Technical Support

Ongoing updates and maintenance as well as user support via online help and email for all participating teachers, mentors, site coordinators, and administrators. Phone support is available for the two designated contacts Monday-Friday from 8:00 a.m. to 5:00 p.m. Central Time. Email inquiries are accepted seven days a week, 24 hours a day. Kickboard strives to respond to email inquiries within one business day. In addition, Kickboard provides 24x7 access to online help for all of the most frequently asked questions.

VIII. Platform Requirements

The browser version of the Kickboard Platform runs on the latest version of Chrome, Firefox, Safari or Internet Explorer. An iOS-native app is also available through the Apple App Store and an Android app is available on google Play.

Platform Privacy Policy: <https://www.kickboardforschools.com/terms/platform-privacy-policy/>

Platform Acceptable Use Policy: <https://www.kickboardforschools.com/terms/platform-acceptable-use-policy/>

Payment Options

We will pay by: *(Please select one option)*

Signed Contract – No Purchase Order is Needed

Credit Card \$6,807.00 USD

✓ Purchase Order (PO Number: _____)

Other: _____

Signatures

Accounts payable or billing contact signature is required if a purchase order is not required to secure payment of Kickboard invoices.

Administrator Signature

Finance Signature

Date
Erika Bowles

Date

Printed Name

Printed Name

Title

Title

Contact Information

	Name	Email	Phone	Title
Primary Contact	Erika Bowles	erika.bowles@boone.kyschools.us	859-905-2620	principal
Accounts Payable	Sarah Hayden	sarah.hayden@boone.kyschools.us	859-905-2620	Financial Secretary
SIS Contact	Stacie Kegley	stacie.kegley@boone.kyschools.us	859-905-2620	coach
Other Contact	Bonita Bolin	bonita.bolin@boone.kyschools.us	859-283-1003	district tech support

Reason for Purchase**Why are you purchasing Kickboard? (check all that apply)**

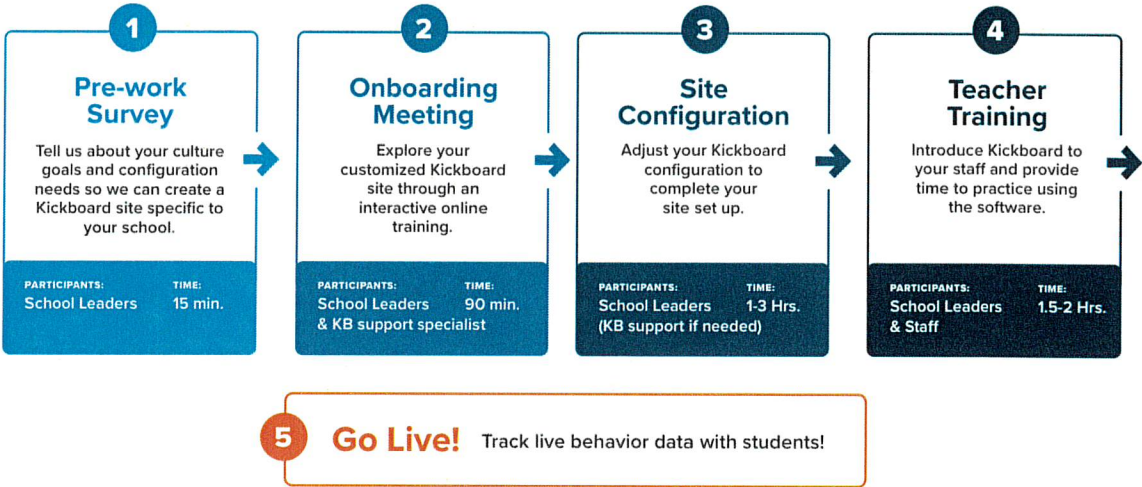
- ☒ To collect culture data for analysis, coaching, PLCs, etc.
- ☒ To promote a positive school culture
- ☒ To help implement a culture program (PBIS, SEL, etc.)
- ☒ To streamline or digitize current systems
- ☒ To encourage parent communication and involvement
- ☒ To improve consistency across the school
- ☒ To reduce suspensions / office referrals
- ☒ To cultivate better relationships between teachers and students

Other: _____

All of the above

What are the steps in the Kickboard Onboarding process?*

We will make sure you are ready to roll out Kickboard to your staff successfully.
These are the steps in the process that you can expect:



**If you purchased any Professional Services, this process may be different to meet your needs.*

At Kickboard, Inc., we have created and operate an instructional management platform and associated services. Like many hosted service providers, the name of our company is also the name of our suite of product and service solutions. We know it can get confusing, so we refer to our platform and services as “Kickboard” in this Policy, and will refer to the Kickboard, Inc. entity as “Company” or “we.” In a similar vein, although prepared in close consultation with legal counsel, we have tried to avoid too much “legalese” in an effort to make this Policy, as well as our [Kickboard Platform and Service Privacy Policy](#), more accessible to the schools, teachers and parents we are proud to call our customers and users.

Your use of Kickboard is subject to this Acceptable Use Policy.

- You will need a user name and password (sometimes called “credentials”) to access and use Kickboard, but to get that far, either you, or the school or school district you work with or where your child is enrolled, will need to have requested an account from us for you. (To keep things a bit simpler, we refer to schools and districts together in this Policy as “schools.”) You and your school must provide us with accurate and complete registration information about you, and must update it from time to time as necessary.
- You will not attempt to obtain an account fraudulently (for example, by providing fake contact information).
- You will not take any actions intended to compromise the security of Kickboard.
- You will not attempt to alter, disable, interfere or work-around any aspect of Kickboard’s features or technology.
- Once you do have a legitimate account, you must not share your login credentials with others or take other actions that jeopardize the security of your account.
- You promise to only use Kickboard for your internal, non-commercial, educational use and only in a manner that complies with all laws and school policies that apply to you and/or your school (including FERPA, as discussed further in our [Privacy Policy](#)). If your use of Kickboard is prohibited by law or local policies, then you are not authorized to use Kickboard. If you are unsure whether use of Kickboard would comply with applicable laws and local policies, you should consult with your school or district before you enter, upload or access any data.
- Kickboard is protected by copyright and other intellectual property laws and is owned by the Company. By granting you access rights, you are acquiring a limited license to use Kickboard for its intended, non-commercial, educational purposes. You may not copy all or portions of Kickboard.

- Anything you enter or otherwise provide through Kickboard is your “User Submission.” Either you or your school (depending on your school’s policies) own your User Submissions. Since we do not own them, by using Kickboard, you are granting us a royalty-free (i.e., we don’t need to pay you) license to use your User Submissions – subject of course to our [Privacy Policy](#). If your account is through a school, you should be aware that your User Submissions may be viewable by others within your school, although we will of course work with our customer schools upon request to assign appropriate permissions among users.
- You promise that you will **NOT** enter or otherwise provide through Kickboard any data, content or materials that you don’t own or have appropriate rights to use, or anything that is unlawful or defamatory.

Last modified: June 16, 2014

Effective: July 14, 2014