

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

MEMO

TO: Bullitt County Board of Education

CC: Betsy Nutt

From: Kali Ervin

Date: April 17, 2023

Re: Request for Approval: Apptegy Rooms Agreement (Consent Item)

We are seeking approval to enter into an additional contract with Apptegy to utilize their Rooms add-on service. This contract will be for a total of \$70,125.00 and will begin July 1, 2023 and run through June 30, 2024 with one possible one year extension to follow. Eric Farris has reviewed the contract and found it appropriate as to form and legality.

[Link to Contract](#)

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

Powering Your School's Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and the alert and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your district's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.



I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.



All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!



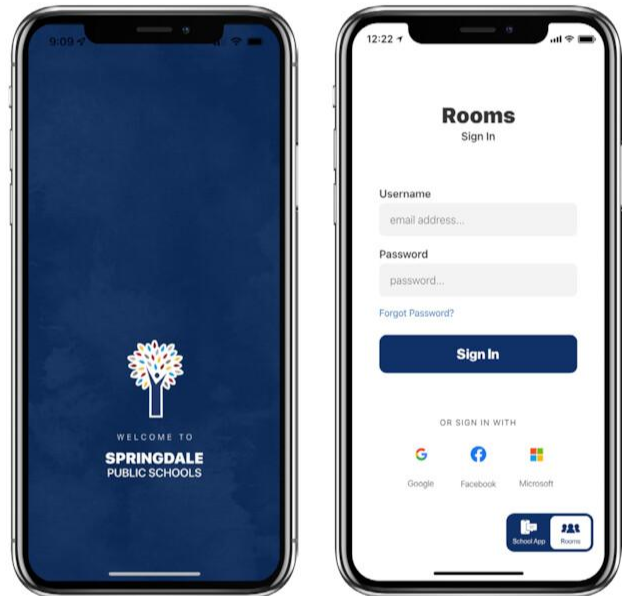
Scope & Deliverables

At Apptegy, we've developed the first publishing platform for school districts, so your team manages all of your communication channels from a single place. This means that all administrative, school, and classroom communication can now be run from one place without the need to utilize multiple systems.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Rooms

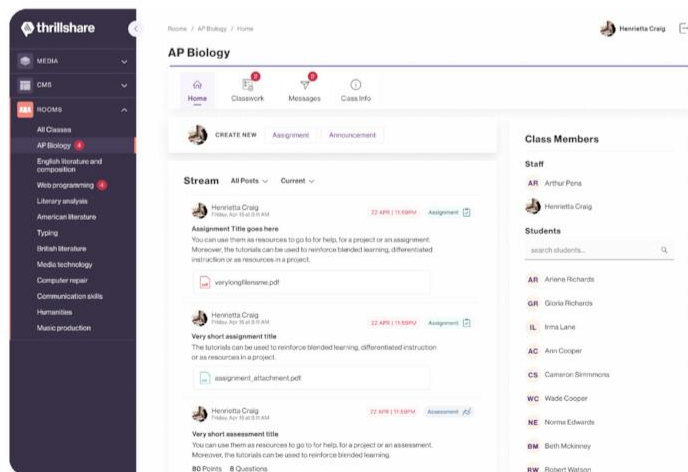
We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. And now with Rooms, classroom communication and messaging is integrated directly into your school app to give parents even more of a reason to continue to come back to the app for meaningful information.



Easy to Use

For too long, teachers have been forced to choose between communication tools that aren't intuitive or tools that are all separate from the District communications.

We've eliminated this trade-off by providing teachers, coaches, and extracurricular sponsors with tools that make it as easy as possible to communicate with their families while keeping it within the district app and website.





Two-Way Messaging

If a student or guardian has questions about upcoming assignments, class curriculum, or anything day-to-day, they can message their teacher directly through our Messages platform. This is a safe space for teachers to communicate with students and their guardians in a way that protects the teacher and allows administrators to have proper oversight.

Unlimited 1:1 Training & Support

Apptegy is the first company in K-12 Technology to offer unlimited, free one-on-one training and support to every single teacher, coach, and staff member at your district.

Every district has had a bad experience with a tool where teachers weren't able to get the help or support they needed immediately – which usually results in failed implementations.

That's why our support team is ready to provide immediate help via chat, phone call, or zoom - so that your teachers and staff are able to learn the tools as quickly and easily as possible.

Hi Kimberly! 🙋

We're ready to help! Send us a message in the chat below or call us at 501-613-0370!

Start a conversation



Our usual reply time
🕒 **33 Seconds**

[Send us a message](#)

I. Estimated Transition Timeline

Kick-off

Week 1

In this meeting, we discuss high-level timeline, set training dates, and talk through data exports from your student information system and any other relevant databases.

Data Export Setup

Weeks 2-3

We set up data exports from your SIS to ensure proper syncing. We will have a meeting to ensure everything is working appropriately.

Development & User Migration

Weeks 4-6

We build Rooms within your Thrillshare Platform and set up all relevant classes, extracurriculars, and sports.

We will import users and test for appropriate access.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, then a number of group or individual trainings with all teachers, coaches, and club sponsors.

Launch Campaign

Weeks 9-10

The final step is ensuring that your school community is aware and excited about the new communication tools.

We provide you with marketing materials and handouts to provide your parents so that they can easily get settled in and start communicating.

Support

Ongoing

Now that you are live, we work together to drive adoption and communication within Rooms. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Order Form

| Client Name: Bullitt County Public Schools, Kentucky | | | |
|---|-----------|---|-----------|
| Address: 1040 Highway 44 East, Shepherdsville | | Email: jesse.bacon@bullitt.kyschools.us | |
| Kentucky, 40165 | | Phone: 502-869-8000 | |
| Name | Price | Qty | Subtotal |
| Rooms Professional Development (one-time) Training and support for ~1000 teachers *Billed one-time | \$31,500 | 1 | \$31,500 |
| Rooms Development Discount (one-time) Discounting Thrillshare rooms development cost for a current client by 50% if signed by 12/31/2022 | -\$15,750 | 1 | -\$15,750 |
| Prorated Rooms (3 months, one-time) April 1, 2022 - June 30, 2022 | \$10,875 | 1 | \$10,875 |
| Rooms (annual) Thrillshare Rooms Publishing Platform (desktop and mobile) for ~12,500 students *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 3% annual increases after last year of initial purchased term (see Terms for more info) | \$43,500 | 1 | \$43,500 |
| SIS setup and user migration Included in Thrillshare Rooms cost | \$0 | 1 | \$0 |



III. Payment Schedule

| Payment Schedule: Payable subject to the terms of Agreement | Amount |
|---|--|
| Total of the above, collectively, the "Services" | \$70,125.00 |
| March 31, 2023 | \$26,625 (prorated rooms + development) |
| July 1, 2023 | \$43,500 (annual) |
| July 1, 2024 | \$43,500 (annual, if renewed) *Subject to 3% increase for renewal |

This Order Form and Master Services Agreement (collectively, the "Agreement") is entered into as of the effective date listed above ("Effective Date") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client"). This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client

By: 
2022-12-21 14:34:20 (AST)

Name: Dr. Jesse Bacon

Title: Superintendent

Date:

Apptegy, Inc.

By: 
2022-12-20 18:06:46 (AST)

Name: Hannah Goetz

Title: Sales Representative



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Schedule of Pricing**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Schedule of Pricing (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Schedule of Pricing. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the launch date for Client's Services (the "**Client Launch Date**"). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due in full upon execution of this Agreement, (ii) fees for use of the Services are payable in annual portions for each year of the Term as set out in the Schedule of Pricing, (iii) fees for use of the Services are subject to Three Percent (3%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Schedule of Pricing, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

4. Term. The term of this Agreement ("**Term**") will start on the date Apptegy receives an executed Agreement from Client and will terminate on the anniversary of the Client Launch Date that is after the number of years initially purchased by Client, as set out in the Schedule of Pricing, plus any renewal periods. This Agreement and its terms will automatically renew for successive, additional periods of one (1) year upon Client's payment of an invoice for such period. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current Term without cause, unless Client pays Apptegy all fees in full for all term years of the then-current Term, as set out in the Schedule of Pricing, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. By executing this Agreement, Client agrees that it has reviewed the Terms of Use and Privacy Policy and agrees to be bound by all terms and conditions therein.

6. Carrier Restrictions. Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

7. TCPA/CTIA Compliance. Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who will be creating and sending communications on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

8. COPPA Notice and Compliance. If Client allows children under the age of thirteen (13) to use the Services, or if Client provides, or allows a User to provide, personal information about children under the age of thirteen (13) under or in connection with the Services, Client is exclusively responsible for complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), in connection with use of the Services by Client and Users under Client's account. Client consents to Apptegy's collection, use, and storage of personal information via the Services about or from children in accordance with this Agreement. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, and representatives who will be creating and sending communications on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

Apptegy's Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about child users as a necessary part of providing the Services to Client (for example: contact information for communications sent via Media and Rooms, posts made on chat or messaging tools in Rooms, information included in assignments and other class content submitted in Rooms, as applicable). Except as required by applicable privacy laws, some or all of this information may not be private as to the individual child, parent, or guardian. For example, information shared by a User via the chat feature of Rooms will be visible to Client, as the party paying for and/or otherwise providing access to the Services to child users or others. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, information about a child that is posted in the group messaging tool in the Child's Room may be visible to one or more other individual Users that are also authorized users for the same Room. Client warrants that Client has obtained and will maintain the required parent or guardian consent for Apptegy's collection, use, and disclosure of information for any children under the age of thirteen (13) with access to the Services. Client is exclusively responsible for obtaining all such consents. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

9. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

10. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

11. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Aptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Aptegy providing the Services.

12. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

13. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Aptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

In the event that the Bullitt County School District School Board does not approve funding for this contract, then this agreement shall be null and void and all obligations of either party shall cease upon the time any existing program funds have been exhausted. Client, within 30 days of their School Board's non-approval of funds, must send notice via email that includes documentation of the lack of approval of funds for this contract.

