



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

**MEMO**

TO: Bullitt County Board of Education *JB*  
CC: Ange Burnett  
From: Kali Ervin  
Date: November 29, 2023  
Re: December 18th Meeting: Request for Approval: Contract Agreement with Qualtrics

We are seeking approval to enter into a contract with Qualtrics for \$30,000. This platform includes many customizable features for us including building data dashboards, custom forms, digital signature capabilities, surveys, and much more. Emily Vessels has reviewed this contract as to form and legality. Please see accompanying pricing structure and contract.

[Link to Proposal](#)

[Link to Terms and Conditions](#)

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**



## Order Form

Parties:	Qualtrics LLC 333 W River Park Drive, Provo, UT, 84604 United States ("Qualtrics")	Bullitt County Schools   KY 1040 Highway 44 E Shepherdsville KY 40165 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at <a href="https://www.qualtrics.com/terms-of-service/">https://www.qualtrics.com/terms-of-service/</a> (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> <li>- Service Level Exhibit</li> <li>- Fees Exhibit</li> <li>- Cloud Service Exhibit</li> </ul>	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		
<b>To be completed by Customer</b>		
Regional Data Center:		Purchase Order Number (if any):
Email Address for Invoice Submission:	kali.ervin@bullitt.kyschools.us	Shipping Address:
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission: Attn: Kali Ervin 1040 Highway 44 E Shepherdsville, KY United States 40165

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
<b>Qualtrics Primary Contact:</b>	<b>Customer Primary Contact:</b>
Name: Amanda Ketay	Name: Kali Ervin
Phone:	Phone: (502) 869-8170
Email: aketay@qualtrics.com	Email: kali.ervin@bullitt.kyschools.us



## Order Form

### Service Level Exhibit

#### Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below \* (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
  1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
  2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

# Order Form

## Fees Exhibit

### License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	12

### Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Jan-2024 TO 31-Dec-2024	Cloud Professional	\$30,000.00 \$0.00	Effective Date	Net 30	Q-56752
<b>Total</b>		<b>USD \$30,000.00</b>			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

#### Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

#### Excess Use

The Cloud Service is subject to Usage Metrics and volume specified in the Order Forms and Documentation. Any use of the Cloud Service that exceeds this scope shall incur additional fees. Fees accrue from the date the excess use began. Customer will execute an Order Form for additional quantities of the applicable Usage Metrics promptly upon Qualtrics' request, and/or pay any invoice for excess use, which will be sent on the next anniversary of the current annual period with net 30 payment terms. Customer will pay for excess use based on Qualtrics' prices on the date the excess use began.

# Order Form

## Cloud Service Exhibit

**Cloud Service Renewal (not applicable to pilots or proofs of concept).** Upon expiration of the full contract term as set out in the Fees Exhibit ("Initial Term") and each subsequent renewal term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides written notice of non-renewal or modification at least 90 days prior to the end of the applicable term.

*[Description of Services on following page]*

# Order Form

YEAR 1  
Q-56752

## CLOUD SERVICE

CX\_Use\_Case

Foundation - Users : 40

Foundation - Responses : 40,000

CX Additional Responses : up to 40,000

Qualtrics permits Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("Translation Limit") at no charge. Qualtrics, at its discretion, reserves the right to either:

- (1) strictly enforce the Translation Limit; or
- (2) charge Customer for any use in excess of the Translation Limit.

The Cloud Services purchased are subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/legal/customers/product-terms>

CONFIDENTIAL