



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

To: Bullitt County Board of Education *JP*

From: Kali Ervin

Date: November 6, 2024

Re: Energage Insights

For the past 17 years, Energage has studied the nation's Top Workplaces to identify the key drivers of success. They use that research to power their platform of tools that enable companies to improve the working conditions for their employees, build distinct brands, and achieve better business results.

Energage's purpose is to empower leaders to create cultures where employees are engaged, motivated, and fulfilled. When employees are happy and thriving at work, they are more productive, creative, and loyal. Energage's platform is designed to help leaders measure and improve employee engagement, while also creating an authentic employer brand that attracts and retains top talent.

Today, the Top Workplaces badge is recognized as the gold standard for workplace excellence, and in BCPS we are working to achieve such recognition. Energage is committed to helping companies of all sizes and industries create workplaces where people can thrive, grow, and achieve their full potential.

Presented for your approval is the renewal agreement between BCPS and Energage. The agreement will allow us to survey all staff (certified and classified) multiple times throughout the next calendar year; obtain district, building, and department level employment engagement data; and provide access to the Energage platform of tools and support for increasing employee engagement based on survey results. I ask that you please approve the agreement. Funds for this agreement will come from the Director of Communications budget.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



Renewal Service Order

Energage, LLC.
397 Eagleview Blvd, Suite 200
Exton, PA 19341

Customer:
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville Kentucky 40165
United States

Order Number: Q031816
Expiration Date: 12/12/2024
Payment Terms: Net 30
Payment Method: Other

SALES REPRESENTATIVE
Name: David Slade
Phone: (484) 214-5570
Email: david.slade@energage.com

PRIMARY CONTACT
Name: Jesse Bacon
Phone: 502-869-8000
Email: jesse.bacon@bullitt.kyschools.us

BILLING CONTACT
Name: Jesse Bacon
Phone: 502-869-8000
Email: jesse.bacon@bullitt.kyschools.us

Subscription Terms

Subscription ID: A-S00008205
Contract Term: 24
Contract Start Date: 12/12/2024
Contract End Date: 12/11/2026

Product	Product Type	Billing Frequency	Start Date	Terms (Months)	End Date	Quantity	Effective Price / Billing Period	Total Contract Term
Premier Support - Annual Premier Support Subscription - Pro	Recurring	Annual	12/12/2024	24	12/11/2026	1744 Employees	\$4,572.75	\$9,145.50
Energage Insights - Annual Insights Subscription Fee	Recurring	Annual	12/12/2024	24	12/11/2026	1744 Employees	\$16,375.80	\$32,751.60

Total One-Time Charges: \$ 0.00

Total Recurring Charges: \$20,948.55

Total Investment: \$41,897.10

Notes

SERVICE ORDER TERMS

This Service Order is entered into on the Contract Start Date, (the "Effective Date") between the customer listed above ("Customer") and Energage, LLC with its principal place of business at 397 Eagleview Blvd., Suite 200, Exton, PA 19341 ("Energage"). This Service Order, including the terms as specified herein, and the Energage General Terms found at <https://www.energage.com/terms/> (together, the "Agreement") form a legally binding contract between Customer specified above and Energage. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

In the event of any conflicts between this Service Order and the Energage General Terms, this Service Order will take precedence and prevail. Terms not defined in this Service Order have the meaning indicated in the Energage General Terms. This Service Order and the Energage General Terms constitutes the entire Agreement between the parties regarding this subject matter, and supersedes all prior agreements, representations, and understandings between the parties regarding this subject matter unless otherwise modified in writing by the parties under a separate subsequent amendment.

Taxes

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Primary Contact" location provided by Customer on this Service Order and will be reflected on the invoice.

Invoicing and Payment

Invoices will be sent to the billing contact specified above and payments are due in accordance with the payment terms specified above.

Subscription Auto-renewal

Customer has elected to not auto-renew.

Subscription Quantity Changes

The fees set forth herein are based on the total number Customer's employees as of the Contract Start Date, (the "Quantity") specified in the table above. Such Customer employees are also referred to as Users in the Agreement. The annual fees will not change during a Subscription Term, unless there is an increase to the number of Users upon launch of a survey during that term. Customer may be invoiced for additional Users added on a pro-rated basis for the remaining period left in the current term, with such sums being due and payable in accordance with the payment terms above. Upon renewal, Customer will be invoiced for the revised number of Users at the start of the next Subscription Term.

Multi-year Subscriptions

For Subscriptions that are in effect for multiple years, Customer will be invoiced annually at the fees specified on this Service Order, except in the case of Quantity changes. Any increase to the number of Users and associated additional fees will be included in the annual invoices. In the event Customer terminates the Agreement without cause (as defined in the Energage General Terms) prior to the Contract End Date specified above, Customer will be responsible for immediately paying Energage the remaining balance for the full amount of the Subscription through the Contract End Date.

Platform Access and Survey Distribution

Energage will provide access to the Energage Platform services included in Customer's Subscription on the Contract Start Date. Access will be granted through individual log-in credentials to the specified number of Users in this Service Order, each designated by Customer. Designated administrators are responsible for determining access levels for each User. If Subscription lapses, Customer will lose access to the Energage Platform services.

For all surveys, Customer will provide a list of employees to be surveyed with their corresponding organizational hierarchy. Surveys can be issued electronically, through paper surveys, or various alternative methods approved by

Energage. Customers sending SMS survey invitations through Energage must acquire and maintain explicit phone use consent from each survey recipient. For more detail, please see <https://www.energage.com/sms-terms/>.

Asset Licenses

For Subscriptions that include **Employer Branding** and/or a **Premium Media Kit**, Energage will deliver marketing assets as a Recurring Service. These assets are licensed to Customer for commercial use for the duration of the Subscription Term. If the Subscription lapses, Customer will lose access to the service and the right to use the assets. Notwithstanding the foregoing, assets for the Boston Globe Top Places to Work award are excluded and must be purchased directly from the media outlet.

Support Services

Complimentary with Customer's Subscription, Energage will provide access to our onboarding and support team. This service is available Monday-Friday, excluding holidays, from 8:30AM - 8:00PM EST and includes basic product support via email, phone, and our online help center. In addition, Customer will receive up to 4 complimentary sessions per Subscription Term with a Customer Success Advisor, which can be scheduled via email and within the Energage Platform. Additional support may be purchased via Consulting Solutions and/or Premier Support.

If Customer has ordered **Premier Support** as part of the Subscription, Energage will provide Customer with access to a team of platform experts. Members of our designated team are available from 9am-5pm EST, Monday through Friday, to ensure Customer experiences the full potential of the Energage Subscription. Premier Support offers expert product guidance for the full suite of Energage products.

Consulting Solutions Terms

If Customer has ordered a One-Time product delivered by Energage Consulting Solutions, the following terms will apply:

1. Customer must schedule and take delivery on any One-Time product within 12 months of the purchase. No refunds or credits will be provided for products not delivered within 12 months. One-Time products do not carry over to the next 12-month period.
2. Customer will provide Energage staff access to needed facilities while on site (if applicable).
3. Customer will provide a primary point of contact that will be responsible for client-side scheduling of facilities and meetings as required to successfully complete the project.
4. Customer will follow the outlined communication plan below:
 - a. Customer's designated contact person will coordinate with the Customer Success Manager and/or Consultant directly for all requests during survey setup, execution, and analysis. This will aid the Energage team in coordinating internal resources and help ensure deliverables are completed on-time and within scope.
 - b. When necessary, Customer's designated point of contact will be available for regularly scheduled sync calls with the Energage Customer Success Manager and/or Consultant.
5. Energage will provide a Customer Success team member and Consultant needed to complete the work outlined in this proposal.
6. Reasonable and necessary business and travel expenses actually incurred by Energage will be reimbursed by Customer upon submission of expense reports with appropriate documentation, as required and communicated by Customer.

-signature page to follow-

By signing this Service Order, signee represents and certifies that signee is authorized to sign on behalf of Customer named above and agree to the terms of this Service Order and any terms referenced herein.

Acknowledged and Agreed	
Bullitt County Public Schools	Energage, LLC
Signature :	Signature :
Name:	Name:
Title:	Title:
Date:	Date: