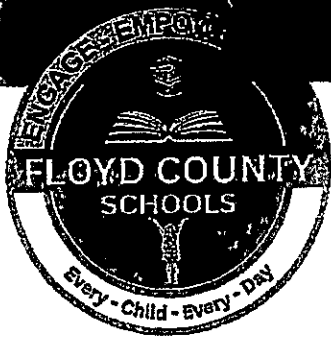




Every Child Every Day

SUPERINTENDENT
TONYA HORNE-WILLIAMS

BOARD CHAIR DISTRICT 1
LINDA GEARHEART

VICE CHAIR DISTRICT 4
KEITH SMALLWOOD

MEMBER DISTRICT 2
DR. CHANDRA VARIA

MEMBER DISTRICT 3
WILLIAM NEWSOME, JR

MEMBER DISTRICT 5
STEVE SLONE

Consent Agenda Item (Action Item):

Consider/approve the purchase of the SmartPass subscription for the school year 2026/2027 through Raptor Technologies and complete the agreement submitted by Raptor Technologies.

Applicable State or Regulations:

Board Policy 01.11: General Powers and Duties of the Board of Education

Fiscal/Budgetary Impact:

The budgetary impact will be covered in full by John M. Stumbo Elementary.

History/Background:

SmartPass is a digital hall pass program offered by Raptor Technologies. It is not just a hall pass tool, it is a student accountability system that maximizes instructional time by keeping students in the classroom. The system allows school staff to monitor student movement through the building and prohibit encounters that could occur without a schoolwide monitoring system.

Recommended Action:

Approve the purchase of the SmartPass subscription for the 2026-2027 school year.

Contact Person(s):

Kolby Huff,

Assistant Principal

(606) 263-6200

Principal

Director

Superintendent

Date:

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

442 KY ROUTE 550, EASTERN KY, 41622
TEL: 606.886.2354 FAX: 606.886.4550



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT

EFFECTIVE DATE: 7/1/2026
INITIAL TERM: 12 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, its subsidiaries, or affiliated entities (collectively referred to as "Raptor"), having offices at 2800 North Loop W, Suite 900, Houston, Texas 77092, and J M Stumbo Elementary School ("Customer") having offices at 6945 Ky Rt 979, Grethel, KY 41631. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties". Capitalized terms used in this Subscription Agreement but not otherwise defined in this Subscription Agreement have the meanings set forth in the General Terms (defined below).

In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the subscription Agreement General Terms and Conditions, a copy of which can be found at

https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf

(the "General Terms") and the Subscription Agreement Service-Specific Terms and Conditions, a copy of which can be found at

https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf

Access Grant to Raptor Technology. Subject to Customer's compliance with the Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to access the Raptor Platform for the purpose of using the Raptor Technology purchased during the applicable Term purchased under this Subscription Agreement.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the Invoice.

Payment Terms.

Fees are due and payable within Net 30 days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties, and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Customer acknowledges and agrees that it has reviewed the Subscription Agreement, the Terms and all documents comprising the Agreement, prior to the execution of this subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

J M Stumbo Elementary School

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quote #: Q-130638-1
Effective Date: 7/1/2026
Date: 6/25/2026 9:19 AM
Expires On: 8/31/2026
Payment Terms: Net 30
Federal Tax ID #: 45-4914132

To:
J M Stumbo Elementary School
6945 Ky Rt 979
Grethel, KY 41631
United States

From:
Brandon Crist
brandon.crist@raptortech.com

Subscription Term: 12 Months Billing Frequency: Annual

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	DISCOUNT	QTY	TOTAL
Hall Pass Pro	Hall Pass Pro Annual Subscription	USD 1,289.45	15%	1	USD 1,096.03
Flex	Flex Annual Subscription	USD 612.85		1	USD 0.00
Raptor Recurring Costs SUBTOTAL:					USD 1,289.45
Raptor Recurring Costs DISCOUNT:					USD 193.42
Raptor Recurring Costs TOTAL:					USD 1,096.03

SUBTOTAL: USD 1,289.45	
TOTAL: USD 1,096.03	

RECURRING COSTS IN THIS QUOTE: USD 1,096.03

Quote Notes:

TERMS AND CONDITIONS FOR NEW AND EXISTING CUSTOMERS:

By making a payment based on this Quote and/or submitting a Purchase Order for any products or services provided by Raptor Technologies, LLC (or any affiliate), the general terms available at https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf, including applicable additional terms linked or referenced therein (collectively, the "Terms"), shall apply to such products or services, unless: (a) the parties have otherwise entered into a separate agreement with terms applicable to the use of such products or services or (b) the parties are subject to a purchasing cooperative which includes terms applicable to the use and provision of such products and services. In the event of any doubt, the Terms shall govern. The Terms may be updated from time to time by Raptor.

You may sign electronically; or you may print, sign and scan all pages of the document and email to brandon.crist@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to brandon.crist@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email
brandon.crist@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com.