

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
20-21 yr.	Gardner & Associates (Prof. Development)	\$1,200.00
20-21 yr.	The Core Project (Prof. Development)	\$10,299.00
21-22 yr.	Istation (Istation Math subscriptions for all 9 Elem. schools)	\$49,510.00
12/20-11/21	South Central Public Health Dist. (MOU)	
11/9/20-11/8/21	Go Guardian (Subscription fees for licenses)	\$31,133.00
20/21 yr.	PBIS Rewards (Bridge Academy)	\$636.50

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*



IMMIGRANT CONNECTIONS

SUPPORTING EDUCATORS AND ORGANIZATIONS

QUOTE

9/14/2020
Twin Falls School District
201 Main Ave W
Twin Falls, ID 83301

Project

Professional Development for 2020-21 school year

Gardner & Associates LLC (dba Immigrant Connections)
711 Emerson Street, NE
Washington, DC 20017

Title: Engaging Immigrant, Refugee, and EL Families Virtually

Description: With COVID-19 redefining our relationships and ability to connect with our students' families, we need to rethink our strategies and resources for doing so. We need strong partnerships as we move forward, particularly with our immigrant, refugee, and EL families to help them overcome language and technology barriers that impact their ability to support their children's education.

Learning objectives:

- Explore tools and resources for immigrant, refugee, and EL families to support their children's learning at home
- Share solutions for overcoming language and technology barriers with families
- Review federal requirements for providing parents with information in a language they understand and how those can be met during the pandemic
- Examine the benefits of partnering with refugee and immigrant organizations in the community during this time

Timeframe and format: Half day (3 hours) virtual interactive training for 30 or less educators

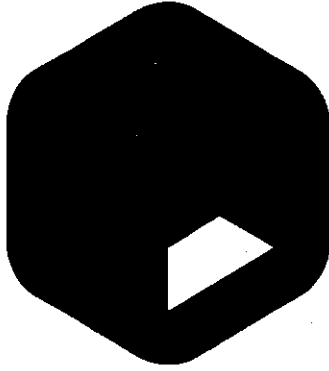
Description	Item	Quantity	Unit Price	Total
Virtual half-day training for <30 educators on Engaging EL Families Virtually	1	1	\$1,200.00	\$1,200.00
			Total:	\$1,200.00



(202) 997-8545

laura@immigrantsrefugeesandschools.org
711 Emerson St NE, Washington, DC 20017

www.immigrantsrefugeesandschools.org
Laura Gardner, Gardner & Associates, LLC



The Core Project
2087558781

19941 N. Gunning Rd
Rathdrum, Idaho
83858
United States

Billed To
Roger Keller
Magic Valley High School
512 Main Ave N.
Twin Falls, Idaho
83301
United States

Date of Issue
11/10/2020

Invoice Number
00001394

Due Date
12/10/2020

Amount Due (USD)
\$10,299.00

Description	Rate	Qty	Line Total
Core Lessons Curriculum License Core Lessons are integrated into the school environment and develop social/emotional skills in students on a weekly basis through the classroom teacher. Three years worth of lessons, 35 lessons a year.	\$3,299.00	1	\$3,299.00
The Core Project Staff Development A powerful and engaging Professional Development session for the entire school staff. Focuses on the principles of social/emotional learning, human behavior, and action steps to connect more intentionally as a team and with students. Staff will become more united, understand the role SEL plays in the school, and prepared to facilitate Core Lessons in the classroom.	\$2,850.00	1	\$2,850.00
Core Leadership Training An engaging and interactive full-day student leadership workshop to build strong leaders with an emphasis on service, commitment, purpose, and positive influence among peers.	\$1,650.00	1	\$1,650.00
Core Day A student-centered assembly experience designed to unify the student body. In an engaging manner, students experience empathy, compassion, and understanding and become more connected.	\$1,650.00	1	\$1,650.00
Estimated Travel Expenses Two trips, one for staff development, the other for student services	\$850.00	1	\$850.00

Subtotal	10,299.00
Tax	0.00
Total	10,299.00
Amount Paid	0.00
Amount Due (USD)	\$10,299.00

Terms

All terms govern These terms and conditions govern the agreement formed by your acceptance of the estimate given to Client by The Core Project ("TCP"). These terms are incorporated by reference into the estimate and control over any inconsistent terms in your purchase order or other acceptance.

Services. Upon acceptance by Client, TCP will perform the services described in the estimate according to a mutually agreeable service schedule. Any additional services requested by Client and not covered by the estimate will incur additional charges.

Charges. The services outlined in this estimate are adjustable in a final estimate to fit the Client needs. Once adjusted and upon acceptance of the final estimate the Client commits to the services and charges described in the estimate, and Client agrees to pay TCP such charges.

Travel Expenses: Client is responsible for all travel-related expenses, including airfare, hotels, car rentals, meals, mileage and other incidental expenses. TCP agrees to purchase the most economical airfare to and from Client so as to minimize costs. In the event TCP travels by car to Client, TCP will be reimbursed for mileage at the current IRS rate per mile, or pay for car rental expenses, whichever is less cheaper. All travel related expenses incurred by TCP will be billed to Client, and are in addition to costs associated with this estimate.

Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by Client do not become binding upon TCP unless accepted by TCP in writing. Any such changes may result in additional or increased charges, and Client agrees to pay such increased charges.

Client is responsible for payment of all applicable federal, state and local taxes and assessments (including sales, use and similar taxes) levied on the transaction contemplated by the estimate. No tax exemption will be recognized unless a valid exemption certificate is provided.

Payment Terms. All invoices for services covered by the estimate are payable within thirty (30) days after invoice date (i.e. net 30). Acceptance of final estimate TCP will invoice Client for 50% of the total invoice, or within a mutually agreeable invoice schedule agreed upon in writing between TCP and Client. Acceptance of the final estimate commits Client to 50% of the invoice total, or up to the actual rendered services, whichever is more.

Termination. In the event Client terminates services, Client is responsible for 50% of the invoice, or the actual rendered services, whichever is more. TCP may terminate the estimate and cease performance of the services if Client fails to timely pay or perform any obligation imposed under the estimate or these terms, and such failure to pay or perform continues for a period of three (30) business days from the date TCP furnishes written notice thereof to you.

Independent Contractor. TCP is an independent contractor of Client, and nothing in the estimate or these terms will be construed as creating a partnership, joint venture or relationship other than that of independent contractors between Client and TCP.

Late Charges; Interest. Any invoices not paid by Client on or before the due date will bear interest after the

due date until the invoice is paid at the lesser of twelve (12%) percent per annum or the highest lawful rate.

Limitation of Liability. In no event will TCP be liable to Client for special, exemplary, indirect, incidental or consequential damages, including loss of profits, revenues or goodwill, arising out of or relating to the estimate or the work, whether the claim is based upon contract, breach of warranty, tort or other theory, even if TCP is advised of the possibility of such damages. TCP's liability arising out of or relating to the estimate or the work will not exceed the sums paid or payable by you to TCP under the estimate.

Publicity. You authorize TCP to list you as a client of TCP on TCP's website and on any other internal and external promotional materials and communications.ed by the Professional Services and Consulting Agreement from Idaho Division of Career Technical Education

Superheroes

Can Do Anything!

Istation

Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-14510-1

Prepared For:

Twin Falls School District
201 Main Ave W
Twin Falls, ID
83301-6103

Your Istation Partner:

Brian Duggan
Account Executive
bduggan@istation.com
+1 2532630067



BBB Rating: A+



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-14510-1
Prepared For: Twin Falls School District
Expires On: 6/30/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Math	7/1/2021	12	6/30/2022	Bickel Elementary School	\$3,110.00
1	Istation Math	7/1/2021	12	6/30/2022	Harrison Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Lincoln Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Morningside Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Sawtooth Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	I B Perrine Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Oregon Trail Elementary School	\$6,700.00
1	Istation Math	7/1/2021	12	6/30/2022	Rock Creek Elementary	\$6,700.00
1	Istation Math	7/1/2021	12	6/30/2022	Pillar Falls Elementary	\$6,700.00
TOTAL:						\$49,510.00

TAX (if applicable):
CUSTOMER TOTAL: \$49,510.00



8150 North Central Expressway, Suite 2000
 Dallas, TX 75206
 Phone: 1-866-883-READ (7323)
 Email: orders@istation.com

Quote: Q-14510-1
Prepared For: Twin Falls School District
Expires On: 6/30/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Additional Options (to be paid in full):

Choose 1, 2, or 3 year Subscription						
		<u>1 YEAR SUBSCRIPTION</u>		<u>2 YEAR SUBSCRIPTION</u>		<u>3 YEAR SUBSCRIPTION</u>
Additional Discount Amount:		Quoted Price		(\$4,951.00)		(\$14,853.00)
% Discount:		Quoted Price		5%		10%
Your Total Cost:		\$49,510.00		\$94,069.00		\$133,677.00

Subscription Start Date: 7/1/2021 Subscription Term: 12 Subscription End Date: 6/30/2022

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
 Printed Name: _____
 Title: _____
 Dated: _____

Twin Falls School District

Signature: Teresa Jones
 Printed Name: Teresa Jones
 Title: Director of Elementary Program
 Dated: 11/18/2020
 PO # (if available): 103101

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: _____
 Email: _____
 Phone: _____

Accounts Payable / Billing Contact

Name: Sheila Rinehart
 Email: rinehartsh@tfsd.org
 Phone: (208) 732-7515

District Technology Contact

Name: _____
 Email: _____
 Phone: _____

District Data Contact

Name: _____
 Email: _____
 Phone: _____

**MEMORANDUM OF AGREEMENT
BETWEEN
SOUTH CENTRAL PUBLIC HEALTH DISTRICT
AND
TWIN FALLS SCHOOL DISTRICT
FOR
USAGE OF THE ABBOTT BINAXNOW RAPID ANTIGEN TESTING CARDS**

This Memorandum of Agreement (MOA) is entered into effective on the date of final signature by and among South Central District Health located at 1020 Washington St. N, Twin Falls, Idaho 83301 and Twin Falls School District, located at 201 Main Avenue West, Twin Falls, Idaho 83331, collectively known as the "Parties".

I. Purpose

This MOA is prepared to identify joint responsibilities and operational requirements for the usage of Abbott BinaxNOW Rapid Antigen Card (referred to herein as the "Card") between South Central District Health (referred to herein as SCPHD) and Twin Falls School District (referred to herein as TFSD) commencing this date and continuing until amended or cancelled.

II. Description of Services and Agreements

The Parties have recognized the benefits of cooperating as entities of local public health and medical care providers, and in furthering that cooperation agree to share and manage the Cards. SCPHD shall distribute the testing cards to each Provider based on the population of the area served. The Parties specifically agree to the following:

A. For Abbott BinaxNOW Card users only, TFSD agrees to:

1. Participate in a one-time training session on the use of the Card and proper reporting procedures
2. Conduct training for all intended users of the Card on the necessary training.
 - Training videos, modules, guidance documents, and FAQs for the BinaxNOW™ test can be accessed on Abbott's website. For questions regarding the BinaxNOW™ test, please call Abbott Technical Services at 1-800-257-9525 or email ts.scr@abbott.com.

B. For Abbott BinaxNOW users, TFSD agrees to:

1. Adhere to all safety precautions, including but not limited to the use of Personal Protective Equipment and proper hygiene measures, when conducting tests with the Card.
2. Have sole usage of the Card to prioritize testing according to the following Tier system:
 - Tier 1 – Symptomatic teachers, staff, students of public or non-public schools

3. Report positive SARS CoV-2 results from tests run on the Card in accordance with IDAPA 16.02.10.
 - i. Positive and negative results of SARS-CoV-2 testing must be reported to state public health within 24 hours.
 - ii. Set up electronic reporting of results with the Bureau of Communicable Disease Prevention Epidemiology Section (EpiMail@dhw.idaho.gov).
4. Allow SCPHD to share the location of testing sites using the Card with high priority groups, community stakeholders, and the public.
5. Not charge for the Abbott BinaxNOW test. Administration fees are allowed. Providers may seek reimbursement opportunities through the Health Resources & Services Administration (HRSA) as described in the links below. On a case-by-case basis, SCPHD may reimburse Provider the administration fee for school staff in the Tier 1 category if insurance does not cover the cost of testing.
 - <https://www.hrsa.gov/CovidUninsuredClaim>
 - <https://coviduninsuredclaim.linkhealth.com/>

C. SCPHD agrees to:

1. Provide Abbott BinaxNOW rapid antigen test cards to TFSD, as available.
2. Provide TFSD with instructions/information to report results electronically to state epidemiology section.
3. Provide epidemiological support as needed.
4. Fill requests, as able, to resupply TFSD with Abbott BinaxNOW test cards.
 - i. To request more test cards, call 208-737-5915 or email – jjensen@phd5.idaho.gov

III. Term

This MOA is effective from the date of final signature for a period of one (1) year after which time it may be renewed. The agreement may be modified by mutual understanding of the Parties. Either party may terminate the MOA for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Parties agree to provide a best effort in maintaining all network services until proper equipment and services are put in place.

V. Insurance/Indemnifications

1. Both parties agree to maintain workers' compensation insurance on their own employees and volunteers.
2. South Central Public Health District and the TFSD agree to maintain liability insurance covering their respective officers, employees, agents, and volunteers, for any liability arising out of the conduct or omission of their respective officers, employees, agents, and volunteers, acting on behalf of their employer, in the performance of this agreement.

3. Nothing in this MOA shall be construed as expanding the liability of either party. In the event of a liability, each party shall defend their own interests. Neither party shall be required to provide indemnification to the other and each party shall be responsible for claims resulting from the negligence or willful misconduct of their respective officers, employees, volunteers and agents, acting on behalf of their employer, in the performance of this MOA. Nothing in this provision shall extend either party's indemnification or liability beyond that provided in the Idaho Tort Claims Act, Idaho Code 6-901 et seq, the aggregate of which is limited to \$500,000 by Idaho Code § 6-926.

**South Central Public Health
District**

By: _____
Signature
Melody Bowyer
Printed Name
District Director
Title

Date

Twin Falls School District

By: Brady D. Dickinson
Signature
Dr. Brady Dickinson
Printed Name
Superintendent
Title
11-12-2020
Date

ORDER FORM



QUOTE # Q-132581
 DATE 11/5/2020
 EXPIRATION DATE 12/5/2020

Bill To
 Twin Falls School District
 201 Main Ave W
 Twin Falls, Idaho 83301
 United States

Ship To
 Brett Keller
 Twin Falls School District
 201 Main Ave W
 Twin Falls, Idaho 83301-6103
 United States
 2087336900
 kellerbr@tfsd.org

Thank you for your interest in GoGuardian's products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at www.goguardian.com/eula.html (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

SUBSCRIPTION FEES

Base Subscription Fees. Your base subscription fees for the Initial Term are based on the following Licensed Products and the number of Licenses specified below: *11,368 Elem
19,765 Secondary*

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
8,150	GG-TCR1Y-007500	GoGuardian Teacher	11/9/2020	11/8/2021	\$3.82	\$31,133.00
TOTAL (USD):						\$31,133.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERMS

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at GoGuardian's then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM



QUOTE # Q-132581
DATE 11/5/2020
EXPIRATION DATE 12/5/2020

RENEWAL FEES

GoGuardian is dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5.0% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.



PBIS Rewards Service Proposal For:

The Bridge Academy

Proposal Number: v99236

Date: October 27, 2020

Executive Summary

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to The Bridge Academy (Organization), Twin Falls School District, located at 616 Eastland Drive, Twin Falls, ID 83301, United States for the school year 2020-2021.

School Requirements

Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

Primary Staff Contact

PR will provide access for the Organization's primary staff contact. The Organization's primary staff contact may provide authorization for additional staff members to perform administrative tasks associated with the PBIS Rewards application. Once access has been granted, the primary staff contact, or designees, will be responsible to ensure that all other staff members and students are granted access to the program. PR can assist in this process if issues arise, but the primary responsibility for granting access and setting permission levels for school staff members and students will rest with the Organization.

Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)
- Amazon Fire devices (latest version)

We will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

ID Card Limitation

If Organization is using ID Cards provided outside of the PBIS Rewards service, you confirm that Organization has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in Organization. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that Organization test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing

Pricing for the use of the software consists of a per school base fee plus a per student fee. The number of students is based on the school's best estimate of the number of active students they will have at peak enrollment. If the number of active students is 5% or more than the estimate, an additional charge may be invoiced. All pricing is in US Dollars (USD).

Description	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	1	\$500.00	\$500.00	USD
PBIS Rewards Per Student Fee	70	\$1.95	\$136.50	USD
Total Price			\$636.50	USD

PBIS Rewards must be renewed every school year.

***** ID Badges and Lanyards are not included. *****

***** The Advanced Referral System add-on is not included. *****

Payment

Organization will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/policies/bpp/>. Organization acknowledges and agrees to the terms of the PR Billing and Payment Policy.

Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the Organization. The preferred method for initiating a helpdesk request is to use the PBIS Rewards Support Website:

<https://support.pbisrewards.com/help>

Users can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Services

PR will permit Organization to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by Organization.

PBIS Rewards Terms of Service

This proposal is a contract for services and is covered by the PBIS Rewards Terms of Service dated July 26, 2018. A copy of the PBIS Rewards Terms of Service can always be found at:

<https://www.pbisrewards.com/policies/platform-terms-of-service/>

If PBIS Rewards updates the PBIS Rewards Terms of Service, the Organization will be notified that there is a new version available. By default, the PBIS Rewards Terms of Service dated July 26, 2018 will remain the legally-binding version. If it so chooses, the Organization may notify PBIS Rewards in writing that it adopts the new version which then becomes the legally-binding version of the PBIS Rewards Terms of Service.

The PBIS Rewards Terms of Service covers the following: a) Acceptable Use; b) Student Data Privacy; c) FERPA; d) COPPA; e) PPRA. Additionally, where applicable, it covers state-specific policies.

Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to Organization for any of the following reasons: (i) Organization fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives Organization notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) Organization furnishes false or misleading customer information; (iv) Organization fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) Organization fails to provide timely information or data necessary for activating the Services; (vi) Organization does not comply with any applicable software licensing agreements, if any; (vii) Organization becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Limited Warranty

Organization warrants that it has completed due diligence on the fitness of the PBIS Rewards service. PBIS Rewards warrants that the PBIS Rewards Service will work as outlined in the user documentation provided via the PBIS Rewards support site at <https://support.pbisrewards.com> and makes no implied warranties. PBIS Rewards will fix any Defect of operation of the software in a timely manner which will not extend beyond 60 days from the first discovery of the Defect. A Defect is any operation or non-operation of the software where it does not perform as described on the support website. Requests to change how the software operates will not constitute a Defect. Any warranty claim must be brought within 180 days from date of purchase for which PR may choose to either repair, replace, or refund the purchase price.

Limitation of Liability

In no event shall PR be liable for any damages including, without limitation, incidental or consequential damages that Organization alleges to have suffered as a result of the Services or the failure of the Services or any costs or expenses for labor or other expenses incurred by reason of the use of any defective goods, access interruption, or loss of information arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by Organization within 180 days after the cause of action occurs.

Security Protocols

Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PR shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by the Organization. Organization agrees to train staff members on security protocols and

ensure passwords are maintained in a secure environment to minimize unauthorized access.

Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Terms of Service dated July 26, 2018 which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and Organization.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by Organization, in addition to any other remedies PR may have at law or in equity, PR may recover from Organization all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by Organization of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: Motivating Systems, LLC
dba PBIS Rewards
223 NW 2nd St, Suite 300
Evansville IN 47708
United States

ORGANIZATION: The Bridge Academy
616 Eastland Drive
Twin Falls, ID 83301
United States

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and Organization.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, Indiana. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between Organization and PR relating to this agreement, each Party agrees to bear its own attorney and legal fees.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

