

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
2021 year	Kagan Professional Development	\$ 10,847.50
3/21 - 3/24	Parchment--Subscription services	\$ 19,215.00
8/1/21-7/31/22	Renaissance--Subscription renewal--	\$ 4,116.00
8/1/21-7/31/22	Renaissance--Subscription renewal-- South Hills	\$6,630.00
1/22/21-6/30/21	Valley Community Counseling--School based CBRS and DDA services	\$15,\$30,\$34,\$45/hr.
8/25/21-8/24/22	Franklin Covey--Prof. Development-- Bridge Academy	\$15,860.00
21-22 school yr.	PBIS Rewards--O'Leary--Student rewards	\$5,327.15

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."*



Quote 6750
Customer 822874

I.B. Perrine Elementary School
Twin Falls, ID
Created March 17, 2021

Cooperative Learning Days 1 & 2 w/ Coaching

School Flat Fee			
Description	Quantity	Amount	Est. Total
Cooperative Learning Days 1 & 2 Date(s): TBD Participant Description: I.B. Perrine Elementary School Staff	2 Days	\$3,499.00	\$6,998.00
Coaching (Price per day) Date(s): TBD Participant Description: Coach 16-20 teachers per day	1 Day	\$2,499.00	\$2,499.00
Materials			
Description	Quantity	Amount	Est. Total
Cooperative Learning Book, Workbooks, Action Plans, Software*	25 Participants	\$44.00	\$1,100.00
Travel Fee			
Description	Quantity	Amount	Est. Total
Travel Fee Date(s): TBD	2 Visits	\$750.00	\$1,500.00
Promotional—First Time Single School Discount			
Description	Quantity	Amount	Est. Total
First-Time Promotion—50% Off Coaching		\$1,249.50	(\$1,249.50)
Total Before Discount:			\$12,097.00
Total Discount:			(\$1,249.50)
Total After Discount:			\$10,847.50

Please Note: This Price Quote will expire on May 16, 2021

Notes:

- Trainer travel is based on consecutive days of training. Non-consecutive training days will incur an additional travel fee.
- The Travel Fee is a one-time fee that covers all flights, lodging, meals, cabs, rental car, parking, and incidentals for the duration of the trainer visit.
- There is a one-time Course Material Fee for all workshops, not included in the Workshop Fee. The fee covers all materials, including additional workbooks for subsequent training days, up to 5 days of training on the same workshop topic.
- *Sales tax applies to course materials except for tax exempt organizations.
- For questions about this quote, please contact Roseanne Costello – Roseanne@KaganOnline.com or 949.545.6354



Phone: (480) 719-1646
Fax: (480) 991-2333
FEIN: 95-4830072

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

2/9/2021

Parchment LLC
Dept # 880353
PO Box 29650
Phoenix, AZ 85038-9650

Payment Terms

[illegible]

Invoices billed Annually

\$6,405 Year 1

\$6,405 Year 2

\$6,405 Year 3

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2475747

South Hills Middle School - 6634394

1550 Harrison St S
Twin Falls, ID 83301-8727
Contact: Ryan Ellsworth - (208) 732-5160
Email: ellsworthry@tfsd.org

Reference ID: 482172

Subscription Ends: 7/31/2021

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$4,116.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$4,116.00

This quote includes: Renaissance Star Reading.

By signing below, you

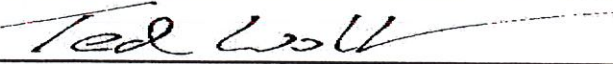
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing used by Renaissance, and a new Quote will be put in place for such renewal term.

Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote: ☐
(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to do so with a new executed Quote.)

To accept this offer and place an order, please sign and return this Quote.

Please check here if your organization requires a purchase order prior to invoicing: ☐

Renaissance Learning, Inc.	South Hills Middle School - 6634394
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 11/26/2020	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

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Quote #: RPRNQ2475747

Quote Details

South Hills Middle School - 6634394

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Star Reading Subscription Renewal	08/01/2021 - 07/31/2022	660	\$5.10	\$0.00	\$3,366.00
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
South Hills Middle School Total				\$0.00	\$4,116.00

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Reader, Freckle, myIGDIs, myON, myON News, Renaissance-U, Renaissance Place, Schoolzilla, Smart Start, Star Assessments, Star Custom, Star Early Literacy, Star Math, Star Reading, Star CBM, and Renaissance, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

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Subscription Renewal

Quote #: RPRNQ2475747

This quote is valid until 08/30/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Subscription Renewal

Quote #: RPRNQ2474538

Quote Details

Robert Stuart Middle School - 250108

Applications

Accelerated Reader Subscription Renewal	08/01/2021 - 07/31/2022	800	\$7.35	\$0.00	\$5,880.00
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Platform Services

Annual All Product Renaissance Platform Renewal	08/01/2021 - 07/31/2022	1	\$750.00	\$0.00	\$750.00
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Professional Services

Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
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Robert Stuart Middle School Total				\$0.00	\$6,630.00
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Subscription Renewal

Quote #: RPRNQ2474538

Robert Stuart Middle School - 250108
644 Caswell Ave W
Twin Falls, ID 83301-3707
Contact: Lori Reynolds - (208) 733-4875
Email: reynoldslo@tfsd.org

Reference ID: 479485

Subscription Ends: 7/31/2021

Quote Summary

School Count: 1

Renaissance Products & Services Total	
Shipping and Processing	\$6,630.00
Sales Tax	\$0.00
Grand Total	USD \$6,630.00

This quote includes: Renaissance Accelerated Reader.

By signing below, you



- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
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- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

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Please check here if your organization requires a purchase order prior to invoicing: ☐ []

Renaissance Learning, Inc.	Robert Stuart Middle School - 250108
	By: 
Name: Ted Wolf	Name: Amy McBride
Title: VP - Corporate Controller	Title: principal
Date: 11/26/2020	Date: 4/9/21
	Invoice Date: 11/26/20

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

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Mental Health Services
419 Shoup Ave West
Twin Falls, Idaho 83301
Phone: 208.736.0695
Fax: 208.735.2482



DDA Services
419 Shoup Ave West
Twin Falls, ID 83301
Phone: 208-595-2284
Fax: 208735-2482

SERVICE PROVIDER AGREEMENT

FEE SCHEDULE

Parties: Twin Falls School District 411 and Valley Community Counseling

Effective Date: January 22, 2021 through June 30, 2021

CBRS Individual: \$34.00/hour

CBRS Group: \$8.00/hour

Intervention Professional Individual: \$45.00/hour

Intervention Professional Group (3-4 members): \$45.00/hour

Behavioral Interventionist Individual: \$34.00/hour

Behavioral Interventionist Group (3-4 members): \$34.00/hour

Behavioral Technician Individual: \$30.00/hour

Behavioral Technician Group (3-4 members): \$30.00/hour

ParaProfessional Individual: \$15.00/hour

ParaProfessional Group (3-4 members): \$15.00/hour

Non-Medicaid ParaProfessional: \$15.00/hour

Interdisciplinary Training (for all certification types): \$30.00/hour

IEP Meetings required attendance: Same hourly rate as highest certification for staff in attendance (\$15, \$30, \$34, \$45).

Signature of School Official Kindel Mason Date 4/5/21
Signature of Provider Kelvin L. Rob Date 4/7/21

Memorandum of Understanding
School-based CBRS and DDA services

Parties: Valley Community Counseling and Twin Falls School District

VCC contact person: Kelsie Robinson, LCPC, owner

TFSD School District contact: Kindel Mason, Special Programs Director

Purpose: This memorandum of understanding is for Valley Community Counseling to provide school based CBRS and DDA services for Twin Falls School District for the school year 2020-2021.

Valley Community Counseling agrees to:-

- Maintain an agency Liability Insurance Policy on all staff
- Provide staff to meet needs of school district when available. If no staff is available, will notify school district of inability to cover said need.
- Ensure all staff has all necessary paperwork and appropriate licensing prior to providing services. VCC will provide credentials, licenses, background clearance, and any other necessary paperwork to the Twin Falls School District upon request.
- Participate, when invited, in IEP meetings where specific assignments will be made
- Provide services aligning with goals on IEP as determined by the Twin Falls School District
- Follow School Protocol in notifying district when staff will be absent that day
- Submit 120 day reviews as required by Medicaid
- Submit weekly SDR's on Friday at the end of the day for that week
- Submit weekly billing

Twin Falls School District agrees to:

- Ensure child has met all eligibility requirements to receive services
- Inform VCC workers of any changes to current IEP goals, objectives, hours allotted, etc
- Invite VCC staff to participate in school functions to increase cohesiveness in District
- Provide name badges identifying VCC worker, if required
- Communicate any staffing concerns with Heather Barnes (208-308-5832) so that any issues may be resolved quickly.
- Inform VCC staff of all school protocol for managing intense behavioral issues (incident reports, places of use for cool downs, who to call for help if needed, etc)
- Submit payment in timely manner

Fees for Services attached on next page.

Kindel Mason

Date 4/5/2021

School Official

Kelsie Robinson

Date 4/7/21

VCC Owner

LeaderinMe®

Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

Organization:	Bridge Academy Middle	Contact Person:	Araceli Huicochea
Address:	616 Eastland Drive	Telephone:	(208) 733-8505
City, State, Zip:	Twin Falls, Idaho	Email:	huicocheaar@tfsd.org
	83301-3707		

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
Annual School Membership	8/25/2021	8/24/2022	8/25/2021	\$5,000.00	1	\$5,000.00
Professional Development						
Custom Implementation Coaching Subscription	8/25/2021	8/24/2022	8/25/2021	\$3,500.00	3	\$10,500.00
Materials*						
Lighthouse Team Resource Guide				\$36.00	10	\$360.00
Total Investment						\$15,860.00

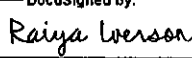
*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

Please estimate shipping and handling \$54.91

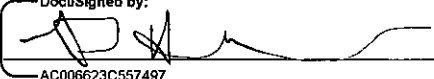
Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Signature: 
1ED9C01E59C74BC...
 Printed Name: Raiya Iverson
 Title: Client Service Coordinator

Bridge Academy Middle

Signature: 
AC008623C557497...
 Printed Name: Araceli Huicochea
 Title: Principal Bridge Academy
 Effective Date: 3/31/2021

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.



PBIS Rewards Service Proposal For:

Vera C. O'Leary Middle School

Proposal Number: v109041

Date: March 17, 2021

Executive Summary

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to Vera C. O'Leary Middle School (Organization), Twin Falls School District, located at 2350 Elizabeth Blvd., Twin Falls, ID 83301, United States for the school year 2021-2022 through 2023-2024.

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	Years	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	3	1	\$500.00	\$1,500.00	USD
PBIS Rewards Per Student Fee	3	815	\$1.95	\$4,767.75	USD
Multi-year Contract Discount		1	-\$940.60	-\$940.60	USD
Total Price				\$5,327.15	USD

***** 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: Vera C. O'Leary Middle School
2350 Elizabeth Blvd.
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.

