



PBIS Rewards Service Proposal For:

Excelsior Middle School

Proposal Number: v63084

Date: March 23, 2020

Executive Summary

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to Excelsior Middle School (Organization), Linn-Mar Community School District, located at 3555 North Tenth St., Marion, IA 52302, 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	650	\$1.95	\$1,267.50	USD
10% Renewal Discount	1	-\$176.75	-\$176.75	USD
Total Price			\$1,590.75	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) PPR. 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: Excelsior Middle School
3555 North Tenth St.
Marion, IA 52302
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.

EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid until April 15, 2020.

In accepting this agreement, Organization agrees to the work and terms as outlined in this proposal dated March 23, 2020. To accept the terms of this proposal please sign and deliver this document to Motivating Systems, LLC dba PBIS Rewards via email at sales@pbisrewards.com or fax at 812-660-9040.

PBIS REWARDS USE ONLY

SIGN: _____
PRINT: _____
TITLE: _____
FOR: Excelsior Middle School

SIGN: _____
PRINT: <u>Pat Heck</u>
TITLE: <u>President</u>
FOR: <u>PBIS Rewards</u>