



SERVICE-SPECIFIC DESCRIPTIONS, TERMS AND CONDITIONS

The following are terms and conditions that are specific to the product(s) that are identified below. They should be read in combination with Raptor's General Terms and additional documentation that form your Agreement with Raptor. Unless defined herein, capitalized terms in these Service-Specific Terms have the same meaning as those in the General Terms or your Subscription Agreement.

Terms Applicable to Visitor Management, Volunteer Management (and any Raptor Technology Incorporating Background Checks, Sexual Offender Checks or Credit Checks):

Background Checks, Sexual Offender Checks, Credit Checks or any other similar type of safety check (collectively the "Background Checks"), as applicable, conducted through Raptor Technology are performed through one or more third parties and are subject to the terms and conditions of such third parties. Customer must enter into an End User Agreement with the third-party provider. Raptor acts solely as a technology service provider that integrates Background Checks in the Raptor Technology but it does not operate or process any Background Check reports. Raptor does not screen, monitor or verify any Background Check information and does not guarantee the accuracy, completeness, or quality of such information. The Customer acknowledges that Background Checks may yield false-positive matches, where a record inaccurately indicates a negative background for an individual, or false-negative matches, where no record of a negative background is returned for an individual who does have such a background. Customer agrees to use Raptor's background check functionality exclusively for determining access to their premises.

Monthly (or Periodic Recurring) Background Check Monitoring. Monthly Monitoring (including recurring monitoring on any other timeline) is a service to provide one or more types of Background Checks for Customer on a monthly (or other recurring) basis. Raptor works with third parties to provide such services, as described above, and Customers will be required to sign an addendum with the third-party provider. Customers also agree to ensure all persons who are monitored agree to a consent with all required legal disclosures or other content, including any content provided by Raptor or its third-party provider. Customer bears sole responsibility for providing and maintaining an updated list of individuals for whom reports are requested under the Monthly Monitoring Service. Customer agrees to promptly remove any individuals from this list when monitoring is no longer necessary (e.g. upon termination of employment, contract, or volunteer status). Raptor explicitly disclaims any responsibility for determining an individual's eligibility for monitoring enrollment. Customer assumes full responsibility for managing these submissions and updates.

Fund Allocation and Replenishment Responsibilities.

The Customer is responsible for ensuring that sufficient funds are available to cover the costs of volunteer background checks, monthly monitoring services, and the annual subscription for monitoring. The Customer will be allocated a blocked amount of units for monthly monitoring services. Customer will have the option to purchase additional units as needed during the term or upon renewal if the blocked amounts are exceeded. If the Customer exceeds the blocked amount without exercising this option, an overage rate will apply, and these overages will be billed annually. The Customer's balance for monthly monitoring services will be "true up" at the time of renewal, and any overages incurred during the term will be included in the annual billing. These funds will be held in the Customer's account and used as needed. The Customer will set up system-generated notification alerts for defined low fund thresholds based on their expected usage of the system.

The Customer agrees to promptly replenish the funds for Volunteer screens when their account balance is low or insufficient. Replenishment can be done by submitting a purchase order that includes the Customer's name with the note "REQUEST TO REPLENISH FUNDS FOR VOLUNTEER BACKGROUND CHECKS, AND/OR MONTHLY VOLUNTEER SCREENING." This purchase order should be sent via email to orders@raptortech.com. If the funds are depleted, services may be interrupted or terminated. The Customer acknowledges the importance of maintaining their fund balance to ensure the continuity of services and the prevention of overage charges.

Terms Applicable to Badge Alert Subscriptions

Badge Alert subscriptions include a bundle of software licenses, badges, equipment, installation services, and other offerings as outlined in the Quote. These items are provided during the term in accordance with the agreed Terms.

Installation and Maintenance

- Raptor is responsible for installation and maintenance.
- Customer must provide access to its premises, ensure premises are safe and free of hazards and take necessary actions to ensure continued operation.
- Customer will have the appropriate Customer personnel present during installation.



- Raptor will supply additional instructions for installation and maintenance as needed and Customer is responsible for reviewing and following all instructions.

Badges and Equipment

- Customer Responsibilities:
 - Maintain badges and equipment in good condition.
 - Notify Raptor immediately of malfunctions.
 - Track and manage badge assignments and provide inventory records to Raptor upon request.
 - Return badges and equipment as required, or if Raptor directs Customer to dispose of badges and equipment, to conduct the disposal responsibly and in accordance with local laws and regulations.
- Raptor Responsibilities:
 - Monitor performance and repair/replace malfunctioning items during the term.
 - Replace or modify badges and equipment as needed.
- Testing:
 - Customer must perform testing twice annually as requested by Raptor.
- Additional Charges:
 - Charges may apply for repair/replacement due to misuse, neglect, or loss of equipment.

Customer Information and Instructions

- Customer must provide requested information (e.g., floor plans).
- Follow Raptor's instructions regarding installation, operational checks, and de-installation.
- Failure to comply may result in:
 - Equipment malfunction.
 - Additional charges.
 - Potential termination if unresolved.

Disclaimers & Waivers

- Badge Alert does not guarantee specific outcomes or threat prevention.
- Should not be the sole safety or emergency management tool; additional measures are recommended.
- Mapping and location services are approximate and require reliable internet access and power, which are Customer's responsibility.
- Customer waives any and all claims relating to installation, other than acts of gross negligence or intentional misconduct.

Description and Terms Applicable to Public School Works Services ("WORKS"):

1. Software Needed to Use WORKS:

The software (at the specified versions) listed below is suggested to experience the full potential of WORKS. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in WORKS.

- Adobe Acrobat Reader
- Adobe Flash Player ⁽¹⁾
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

(1) Due to the limitations of Adobe Flash Player and to enhance the user experience on mobile devices, WORKS is no longer publishing courses in Flash. New courses are now published in HTML5 and all existing courses are being transitioned to HTML5.

2. Additional Use of Services



If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

WORKS Services & Startup Notes

A. SERVICES

All WORKS programs are implemented and delivered utilizing the applicable WORKS' proprietary software, content and services available through the WORKS' 6-pillar service model.

Due to the ever-improving WORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the WORKS' website or your Account Executive to clarify the most recent components of included products and services.

B. STARTUP NOTES

There is limited involvement of Customer staff needed to get WORKS' programs up and running as virtually all implementation services are provided by WORKS. Customer involvement is typically limited to: coordinating with WORKS' IT for staff data integration; adding WORKS' system access links on the Customer website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by WORKS associated with startup include:

Systems Setup and Integration

- Development, configuration and setup of a dedicated, district-specific WORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

Program Development and Setup

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

Course Customization (if applicable)

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

- Level 1: Integration of district-specific content into WORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.
- Level 2: Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.
- Level 3: Custom district-specific staff training courses solely developed by WORKS or co-developed by WORKS and the customer. The WORKS' Course Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

Safety/Compliance Documents and Program Plans

- Customization and uploading of key safety documents into The customer's WORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or WORKS' customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

WORKS 6-Pillar Model

The WORKS' safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the WORKS' 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout The customer and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The WORKS' 6-pillar service model includes:

1. Program Management Coordinator (PMC)

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

2. 24/7 Staff Hotline

Providing technical support for accessing and using the WORKS' software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

3. Research Experts

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices in school safety.

4. Program Development Specialists

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the WORKS' award-winning web-based software and developing custom content needed to ensure customer compliance.

5. Content

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 750+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
 - Children's Internet Protection Act (CIPA)
 - Emergency Management
 - First Aid Equipment & Supplies
 - Food Safety
 - Hazard Assessments
 - Human Resources & Employment Law
 - Information & Communications Technology
 - Operations Safety
 - Personal Productivity
 - Safe Work Practices & Job Procedures
 - School Nurse Safety
 - State-Specific Safety & Regulatory Compliance
 - Student Behavior, Intervention & Support
 - Student Safety, Wellness & Social Responsibility
 - The WORKS How-To Courses
 - Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
 - Courses delivering board policies, staff handbooks, etc.
 - District policy information added to WORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any WORKS' master course.
 - Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
 - District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the WORKS' training system.

- District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
 - Bloodborne Pathogen (Exposure Control Plan)
 - Hazard Communication
 - Lockout/Tagout
 - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels

6. Award-Winning Software Descriptions and Terms



1. ***Accident Management System*** (for staff)

- The Accident Management System is designed to automate and manage all aspects of staff accidents, including reporting, notifications, investigations, and post-incident processes.
- SmartForm technology ensures accuracy and completeness during the reporting process, with adaptive questioning based on responses.
- The system facilitates automatic notifications to relevant school and district leaders and external contacts (if applicable) for Worker's Comp claim processing.
- OSHA compliance is supported through the auto-generation of required reports, and post-accident retraining is integrated with the Staff Training Management System..
- Districts are responsible for maintaining updated contacts and procedures to ensure seamless system operation.



2. ***Compliance Task Management System*** (manages non-training requirements)

- The system will generate, notify, track, and document all safety, compliance, and non-training tasks, ensuring adherence to state-specific requirements and district needs.
- Tasks are predefined based on state best practices or can be customized to meet district-specific needs. District leaders will be responsible for ensuring the timely completion of tasks and addressing escalations for incomplete tasks.



3. ***Chemical Safety & SDS***

- This system provides staff with 24/7 access to chemical safety resources, including Safety Data Sheets (SDS), in multiple languages.
- The customer agrees to replace paper SDS binders with the online SDS binder where compliance with OSHA or similar regulations is required.
- The customer assumes responsibility for ensuring staff are trained in using the system for chemical safety and emergency responses.



4. ***Near-Miss Incident Reporting System***

- The system will enable staff to report near-miss incidents and facilitate investigations and follow-up actions.
- The customer agrees to use the system's tools to track and document remediation actions, enhancing safety protocols as necessary.
- Reports and trends will be reviewed periodically to implement preventative measures and improve workplace safety.



5. ***Safety Document Library***

- The system will provide a centralized, secure repository for all district safety documents, accessible only to authorized personnel.
- The customer agrees to utilize the library for document sharing across integrated PublicSchoolWORKS systems.
- Documents submitted or accessed through the system must comply with applicable State or Federal regulatory standards.



6. Safety Hazard Reporting System

- Staff may report workplace safety hazards, including supporting documentation such as photos, through the system.
- Hazard reports will be assessed, and appropriate remediation actions will be tracked to completion.
- Integration with EZmaint ensures efficient routing of maintenance-related hazard reports for resolution..



7. Staff Training Management System

- The system will fully automate all aspects of staff training delivery and management, such as the delivery, tracking, and documentation of staff training requirements, including new hires, recurring training, and post-incident retraining.
- The customer agrees to configure the system to accommodate job-specific and periodic training needs, including post-incident retraining.
- Training records generated by the system must be retained for compliance and audit purposes.



8. Stay Safe, Speak Up! Student Safety Reporting System

- This system enables students and parents to securely and anonymously report bullying or other safety concerns through multiple methods (mobile app, online portal, hotline).
- The customer agrees to act promptly on reports involving immediate safety threats as per the system's escalation protocols.
- Trend analysis reports will be used to enhance student safety programs and policies.



9. Student Accident Management System

- The system will automate all aspects of student accident management, including reporting, hazard remediation, and integration with the Student Behavior Management System.
- The customer agrees to track and address trends in student accidents to improve safety outcomes.



10. Student Behavior Management System

- This system provides tools for documenting and managing student behavior, including offenses, interventions, and consequences.
- The system supports custom configurations to align with specific discipline strategies (e.g., PBIS, progressive discipline policies).
- The customer agrees to customize the system to align with its behavior management strategies and policies.



11. Volunteer, Visitor, Contractor, Parent Accident Management System

- The system will automate the reporting and management of accidents involving non-staff individuals such as volunteers, visitors, contractors, and parents ensuring accurate reporting and notification protocols.
- Reporting includes SmartForm technology for verified accuracy and comprehensive tracking.
- The customer agrees to use the system for tracking and trend analysis of non-staff accidents to enhance safety.



12. Parent Info Center

- This system provides parents with an online mechanism that provides direct access to key district resources, including student training courses and safety reporting systems.
- Integration with national crisis hotlines such as Stay Safe, Speak Up! Student Safety Reporting System which ensures comprehensive support for safety concerns.
- The customer will ensure that information provided through the system is accurate and up to date.
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13. EZmaint (free to districts implementing the EmployeeSafeSM Programs Suite)

- The system will manage physical plant maintenance tasks, including work requests, preventive maintenance, and hazard remediation.
- The customer agrees to configure the system to align with its maintenance operations strategy.



14. *ITassist* (free to districts implementing the *EmployeeSafeSM Programs Suite*)

- The system will manage IT service requests and recurring maintenance, integrating with EZmaint for broader support needs.
- The customer assumes responsibility for ensuring all IT service requests are routed and resolved in a timely manner.

GENERAL PROVISIONS

- **Confidentiality:** All data managed by these systems must be handled in accordance with applicable data protection laws and district policies.
- **Integration:** The customer agrees to integrate these systems into its existing operational workflows as intended.
- **Compliance:** The customer is responsible for ensuring the use of the systems complies with all federal, state, and local regulations.
- **Support:** PublicSchoolWORKS will provide ongoing support and updates for the systems as per the agreed service level agreement.

SMART PASS OVERVIEW

SmartPass is a digital hall pass + student accountability solution that replaces traditional hall passes to foster better student outcomes. SmartPass empowers educators and students, minimizes classroom disruptions, maximizes instructional time, and makes student management easier and less stressful.

Students can use 1:1 devices or room kiosks to create a hall pass—for the bathroom, nurse, counselor, or any number of related needs or activities. With the capacity to create virtual queues, room limits, and prevent specific students from meeting up, schools use SmartPass to streamline class-time management while improving school culture and safety.

- **Data-Driven Decision-Making** Admins can see which students are missing class time, which locations are becoming hot spots, and how well your policies are working—all with one dashboard.
- **More Effective Building Administration and Operation** When your APs and principals have visibility into student movement, they can prevent small issues from becoming big ones—and spend more time supporting instruction instead of managing chaos.
- **Safer, Smarter Campuses** SmartPass helps prevent problematic meetups, vaping, and hallway wandering with its Encounter Prevention feature and pass + room limits.
- **Promotes Student Accountability** Students build accountability and time management skills as they manage their own passes within clear boundaries.
- **No Student Phones Needed** Students use 1:1 devices or classroom kiosks, ensuring a secure and controlled environment.



Additional Terms and Policies:

General Terms: https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf

LobbyGuard Terms and Conditions: <https://lobbyguard.com/wp-content/uploads/2022/05/LobbyGuard-Online-Terms-and-Conditions-Form-May-2022.pdf>

SchoolPass Privacy and Hardware Policies: (["SchoolPass Hardware Policies"](#))

SchoolPass Addendum: ["SchoolPass Addendum"](#)

Alertus® Terms and Conditions – (["Alertus Terms and Conditions"](#))

Raptor's Privacy Policy: <https://apps.raptortech.com/About/Privacy>

Raptor's End User License Agreement (EULA): <https://apps.raptortech.com/About/TermsOfUse>

Raptor's Payment Processing Terms: <https://raptortech.com/raptor-payment-processing-terms.pdf>

SmartPass Terms of Use: <https://www.smartpass.app/terms>

PayK12 Payment Processing Terms: <https://raptortech.com/PayK12-Payment-Processing-Terms-and-Conditions.pdf>

Customers who purchase Live Visual Messaging or are otherwise granted access to Vivi System agree to the following Vivi terms: <https://www.vivi.io/terms-and-conditions-us/>