



Kickin' It Direct Service...Anonymous Text Reporting Program

337 Iron Ore Road, Manalapan NJ 07726
office@werekickinit.org
732-446-3636 kickinit.org

THIS Agreement executed on this _____ day of _____ 2017, by and between BULLYING...We're Kickin It (hereafter "KI") and _____ (hereinafter "Client") both parties mutually agrees to the terms and conditions contained here within this agreement:

SECTION 1 - WORK TO BE PERFORMED

1.1 Duties. KI agrees to supply materials and perform work for the Client set forth in the attached:
Exhibit A: Scope of Work
Exhibit B: Assigned Admin Sheet
Exhibit C: Reporting Display

1.2 Term of Agreement. The term for this agreement shall be for:

- _____ One School Calendar Year
Starting on Month/Yr _____ End Month/Yr _____
- _____ One Calendar Year
Starting on Month/Yr _____ End Month/Yr _____
- _____ Desired Range of Time
Starting on Month/Yr _____ End Month/Yr _____

Work will be performed by KI during said time. In the event the work is not performed to Client's satisfaction, Client will have the right to terminate the agreement upon providing thirty (30) days written notice, stating reason(s) for termination.

1.3 Ownership of Property. KI agrees this Agreement shall be deemed a "work for hire" for said purposes; that nothing shall be construed to grant KI any ownership interest, license or interest of any kind in the Materials that may be created or derived by KI in connection with the work product of this Agreement. Said Materials, outside of the KIDS operating system, relating to the Client shall be exclusively owned by the Client. KI hereby assigns to the Client any rights in such work product and agrees to cooperate in any applications filed by the Client to perfect and protect its rights in the foregoing.

SECTION 2 – COMPENSATION

2.1 Compensation. In consideration of all services to be rendered by KI the Client shall pay to KI, the agreed amount in the terms as follows:

Application and Start Up Fee: \$ _____
\$ _____ Monthly Fee for Service \$ _____ Annual Fee for Service

Schedule of Payment is as follows: _____

2.2 Withholding. KI is an Independent Contractor and shall be responsible for its own income taxes and other employment taxes.

KI is an independent 501c3 national nonprofit organization and is not an agent, partner, joint venture, associate nor employee of Client. KI shall have no authority to bind or otherwise obligate Client outside of this agreement, in any manner and shall not represent otherwise.

SECTION 3 - REPRESENTATIONS OF WARRANTIES

KI represents and warrants to the Client regarding the scope of work to be performed as follows:

3.1 Privacy Communications with and through KI will be, in most cases, viewed only by KI Client and by anyone to whom Client assigns such communications. With reasonably practicable, KI will attempt to preserve the confidentiality of such communications. However, Client agrees that KI has the right to monitor and to disclose any information as necessary to satisfy any law, regulations or other government requests to protect itself or its subscribers.

3.2 Confidentiality Client acknowledges that KI possesses valuable trade secrets and agrees to maintain the confidentiality of KI proprietary materials. KI acknowledges its responsibility to ensure compliance with the confidentiality provisions of the US Dept., of Education Family Educational Rights and Privacy Act; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, and code requirements of NJ Department of Education with respect to school records provided by the Board.

Any confidential information provided by Client to KI, including all copies thereof must be used by KI only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of Client and can only be done so in accordance with applicable state and government privacy laws.

KI agrees to return to Client all such information within thirty (30) days of the expiration of termination of this Agreement; or with the express consent of Client. KI may destroy such information within thirty (30) days of termination or expiration of this Agreement, certifying to Client in writing that the information has been destroyed.

Protection of Records KI and its affiliates, at their expense, have a duty to and shall protect from disclosure any and all Student and/or Client Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

KI or its affiliates shall implement and maintain a comprehensive data security program for the protection of Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of Client or the NJ State Board of Education ("NJBOE") concerning the confidentiality of records. Such data-security program shall include, but not be limited to, the following:

- A security policy for employees related to the storage, access, and transportation of data containing Records;
- Reasonable restrictions on access to records containing Record information, including access to any locked storage where such records are kept;
- A process for reviewing policies and security measures at least annually;

Nothing in this Section shall supersede in any manner KI or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of KI as a service provider to Client.

3.3 Limitation of Liability In no event shall either party be liable for any direct damages arising or relating to this Agreement. Neither party will be responsible to the other or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary damages or losses which may be incurred in connection with the use of any of the data or other materials. Regardless of the type of claim, or the nature of the cause of action, even if the parties had been advised of the possibility of damage or loss.

3.4 Criminal Background Check It is the responsibility of KI to make certain that its employees, agents, volunteers, contractors and any instructors who have "Direct Contact" with students be fingerprinted and have a background check in compliance with NJ State Laws; at the cost of KI not the Client. If applicable, further stating:

- KI Employees Having Direct Contact with Students: All current and future employees of KI who have direct contact with students must have a criminal background check and fingerprinting before beginning work at the Clients School. No employee can begin work in a Client School until results have been received. Violation of this provision may result in Termination for Cause.

SECTION 4 - MISCELLANEOUS PROVISIONS

4.1 The provisions of this Agreement shall be binding upon and to the benefit of the heirs, personal representatives, successors and assigns of the parties. The 'Client' herein is represented as an entire entity, school as a whole, not one individual, staff or administrator.

4.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

4.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, or be binding in any way unless executed in writing by both parties.

4.4 Either party may terminate this Agreement by giving the other party written notification thereof at least sixty (60) days prior to desired termination date.

4.5 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of NJ

4.6 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, emails and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

4.7 KI will provide assistance to Client administrators to help promote the program, inclusive of: signage, presentations, reporting support.

4.8 Life Threatening: If the situation is life threatening KI will waive anonymity and immediately contact the Client and or police by phone to provide an immediate response.

4.9 False Reporting: If a report is found to be a hoax, anonymity is waived. The Client must have a policy in place to deal swiftly and effectively with false reports. KI will directly contact the student and their guardian. Depending on the severity of the false report, and if it is found to be punishable by law, the authorities will be contacted.

4.10 The Signature on behalf of the Client is authorized to execute this agreement and cannot be overridden or cancelled due to lack of authority.

Executed this the _____ day of _____, 2017.

Client: _____

Signature: _____

Title: _____

Date: _____

Kickin' It:

Signature: _____

Title: _____

Date: _____



Exhibit A

Scope of Work

KI to maintain a “reporting center” for the students who currently attend the Clients school, the students family or associates of students to report bullying, violence, self-harm, graffiti, drugs, alcohol, smoking or any other negative, unsafe activities that impacts the students of the Client; via two-way text message, pictures and or video.

- KI provides an implementation kit to help promote the KIDS program throughout the school.
- Students and or guardians will have access to text reports anonymously.
- Received reports will be processed and forwarded to the Clients assigned administrator(s) to respond, follow-up, monitor and or investigate.
- KI tracks and stores transcripts for each received report.
- Messages with defined keywords (i.e. "gun" or "suicide") are flagged as high priority.

Report Processing:

KI will instruct the reporter to use the following process in sending, receiving and processing text, picture and video tips:

- Send an anonymous text message using school's unique KEYWORD to #####.
- The Reporter will receive an auto response that their message has been received.
- If further information is needed, KI will request through a two-way text chat with the reporter.
- If there are pictures or video, they will receive instructions on how to send.
- A text message and email will be sent to the assigned administrator, providing the detailed information.
- The administrator will follow up accordingly.
- The administrator will provide KI an email account of the findings and action. This is a crucial step that allows KI to monitor each report, which limits false reporting.

Exceptions to Anonymity:

- Life Threatening Situations: It is encouraged to please, get a trusted adult or call 911.
If the situation is life threatening KI will waive anonymity and immediately contact the Client and or police by phone to provide an immediate response.
- False Reporting: Waives Anonymity!
If a report is found to be a hoax, in addition to the schools policy, KI will meet with the student and their guardian. Depending on the severity of the false report, and or if it is found to be punishable by law, the authorities will be contacted.

Progress Reports:

KI will provide monthly reports and assessments inclusive of:

- Volume of tips reported
- Types of tips reported



Exhibit B
Assigned Admin Sheet

When a Report is Received During the Hours of: _____

the Client assigns the following administrators to be contacted as listed:

____ only continue to the next if first is not available. ____ inform and contact each administrator, on each report.

1. _____

Email _____ Ph _____

2. _____

Email _____ Ph _____

3. _____

Email _____ Ph _____

When a Report is Received During the Hours of: _____

the Client assigns the following administrators to be contacted as listed:

____ only continue to the next if first is not available. ____ inform and contact each administrator, on each report.

1. _____

Email _____ Ph _____

2. _____

Email _____ Ph _____

3. _____

Email _____ Ph _____

Reports During School Closures, Please Follow This Course of Action: _____

*Client to Provide List of School Closures

Exhibit C

Reporting Display

Supplied Posters to be displayed in schools to encourage students to text tips regarding any unsafe or suspicious activity.

Example Not to Scale.

Modified to Each Schools Specifications

**Help a Friend,
Help Yourself,
Do the Right Thing...
Send An Anonymous
Direct Message**



TEXT : KIDS

TO : XXXX

Report Anything:

BULLYING - DRUGS - VANDALISM - ALCOHOL - VIOLENCE - HAZING

Happening Anyplace:

SCHOOL - BUS - FIELD - HOME - ONLINE - PARK

Detailed Tip Cards are distributed to each student and their guardians so each may have access to report a situation.

Example Not to Scale.

Modified to Each Schools Specifications



Totville Middle School

Kickin It Direct Service

**Safely and Anonymously Report Any
Incident You Witness...**

Do the Right Thing

Be a Hero for Yourself and Others!

Send an Anonymous Direct Message

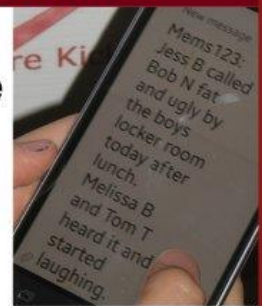
Report Anything to Help Keep You, Your Friends or Your School Safe

BULLYING - HARM - DRUGS - VANDALISM - MISCHIEF

Text: KIDS

School Code: TBD

Operated by: BULLYING...We're Kickin It a 501c3 National NonProfit; Educating and Supporting Children Preschool through College



When the student sends a report to KI, the incident is private and confidential. KI will obtain as much information as possible through two-way text chat before sending a message to school administration. Information may include: time, day, place, name, situation, who is involved, witnesses, participants, etc.

If pictures or video are available, KI will text an email address to forward pic/video.

When the report is completed, a text and email is sent to the assigned administrator; who will then take action.

Life Threatening: It is encouraged to please, get a trusted adult or call 911.

If the situation is life threatening KI will waive anonymity and immediately contact the administrator and or the police by phone to provide an immediate response.

False Report: Waives Anonymity! The administrator is contacted, for a meeting with the student and guardian. Depending on severity of false report, authorities may be contacted

Thank you for speaking up and doing the right thing, you may have prevented a situation from getting worse...you may have just saved a life.

KICKINIT.ORG