



# PBIS Rewards Terms of Service

Version 2022-03-15

PBIS Rewards is contracted to Schools, School Districts, and other educational and educational-like institutions. It is not sold to individual teachers.

These Terms of Service are the PBIS Rewards Terms of Service that apply when a school has not negotiated a separate Terms of Service (referenced as "Negotiated Terms of Service") through a contract or through a separate agreement or addendum and which may be titled under a name different than Terms of Service or be part of a Data Sharing Agreement with the School/School District.

These PBIS Rewards Terms of Service will always have a Version date and an archive of previous versions is always available. A School without Negotiated Terms of Service agreement will operate fully under the PBIS Rewards Terms of Service that were active at the time of their signed Sales Agreement or on the date that they submit a Purchase Order. If the PBIS Rewards Terms of Service are updated after a School/School District has ordered the PBIS Rewards service, the original dated version shall still be the applicable PBIS Rewards Terms of Service for that School/School District unless the School/School District notifies PBIS Rewards in writing that they are adopting the new version of the PBIS Rewards Terms of Service. PBIS Rewards will notify the School/School District that a new version is available and that the School/School District may adopt the new Terms of Service. The School/School District is not required to adopt the new PBIS Rewards Terms of Service.

Negotiated Terms of Service may:

1. Fully replace the PBIS Rewards Terms of Service. The Negotiated Terms of Service should be explicit that the PBIS Rewards Terms of Service do not apply to the School/School District.
2. Partially replace the PBIS Rewards Terms of Service. Any provisions of the PBIS Rewards Terms of Service that are not covered in the Negotiated Terms of Service will still apply. If a provision in the Negotiated Terms of Service differs from a similar or same provision of the PBIS Rewards Terms of Service, then the language for that provision in the Negotiated Terms of Service will apply and supersede the provision in the PBIS Rewards Terms of Service.

The following numbered provisions define the PBIS Rewards Terms of Service for Schools, School Districts and other institutions who subscribe to the PBIS Rewards service.

Provision	Official Policy Language	Overview
1. Acceptable Use	<p>The School/School District and end users who have been authorized by the School/School District to use the PBIS Rewards service agree not to use the PBIS Rewards’ software, computer systems, and platforms:</p> <ul style="list-style-type: none"> <li>• to generate, send, or facilitate the distribution of unsolicited commercial email (spam);</li> <li>• to violate the legal rights of others or encourage the violation of the legal rights of others;</li> <li>• for any illegal, unlawful, or fraudulent purpose;</li> <li>• to distribute viruses, spyware, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive and/or deceptive nature;</li> <li>• to act as a repository for the sharing or distribution of pirated software, pirated video, or pirated audio;</li> <li>• to alter, interfere with, circumvent, or disable any aspect of the Services;</li> <li>• to use the Services, or a component of the Services, in a manner not authorized by PBIS Rewards.</li> </ul> <p>PBIS Rewards reserves the right to take any action necessary to protect its ability to deliver Services.</p>	<p>We expect all users to use our Service as it is intended to be used so that all users can enjoy and benefit from the PBIS Rewards service.</p> <p>Don’t do anything that harms others or harms our ability to provide Service.</p>
2. Data Privacy	<p>PBIS Rewards believes that users should expect the greatest level of privacy and data protection possible and should never be surprised in how their data is being used.</p>	<p>PBIS Rewards is a champion of data privacy...especially student data privacy. We follow the U.S. Department of Education’s Privacy Technical Assistant Center’s Model Terms of Service.</p>
2.1. Definition of Data	<p>Data includes all Personally Identifiable Information (PII) and other non-public information. Data includes, but is not limited to, student data, metadata, and user content.</p>	<p>If it is about a user or entered by a user, it is Data that we will protect.</p>
2.2. Data De-Identification	<p>PBIS Rewards may use de-identified Data for product testing, product development and/or internal research to help us improve the PBIS Rewards</p>	<p>Before we use any data from the PBIS Rewards Service we will scrub it thoroughly so that we cannot determine who it is about.</p>

	<p>service. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, PBIS Rewards will not attempt to re-identify deidentified Data. PBIS Reward will not transfer de-identified Data to any party.</p>	<p>We will use the service for the limited purpose of improving the PBIS Reward service.</p>
<p>2.3. Marketing and Advertising</p>	<p>PBIS Rewards will not use, or sell, any of the Data for advertising or marketing purposes. PBIS Rewards may not use Data for any purpose other than the specific purposes outlined in this Agreement. Data and/or metadata may not be used to create user profiles for the purposes of targeting students or their parents for advertising and marketing.</p>	<p>What gets learned about users when they use the PBIS Rewards service will never be used for advertising or marketing. Data is always only for the operation of the PBIS Rewards Service.</p>
<p>2.4. Modification of Terms of Service</p>	<p>PBIS Rewards will not change how Data gets collected or used. Period. If we make any changes to these Terms of Service, it will be related to either 1) clarifying or improving language; or 2) changing terms that do NOT impact our commitment to protecting data. Regardless of which type of change we make, PBIS Rewards will notify the School/School District in advance and will only apply the new Terms of Service to the School/School District if they consent. If the School/School District does not give consent, then they will still be protected by the Terms of Service that were active at that time they subscribed to the PBIS Rewards Service or were part of negotiated contract language.</p>	<p>PBIS Rewards will not change these Terms of Service that are related to Data unless it improves Data privacy protection or makes these terms easier to understand. If we do make a change, we will give the School/School District the ability to continue to operate under the old or new Terms of Service.</p>
<p>2.5. Data Collection</p>	<p>PBIS Rewards will only collect Data that we need to fulfill our duties to the School/School District.</p>	<p>We will not collect or ask for information that we do not need.</p>
<p>2.6. Data Use</p>	<p>PBIS Rewards will only use Data that we need to fulfill our duties to the School/School District or to help us improve how we provide our Services. We will not use your information for</p>	<p>The School/School District exercises direct control over how PBIS Rewards and any third-party provider's use and maintain Data.</p>

	anything except how you expect us to use it.	
2.7. Data Mining	PBIS Rewards will not do any Data mining except when it will help us protect our Systems (e.g., scanning for malware). We will never do any Data mining for the purpose of marketing or advertising.	We will only scan through Data so that we can look for the existence of Data that could harm our Systems.
2.8. Data Sharing	PBIS Rewards will only share Data with subcontractors or agents who are explicitly necessary to help us deliver the PBIS Rewards service to you. All subcontractors and successor entities will be subject to these Terms of Service.	If we need to use a subcontractor or agent, we will make sure they are fully aware of these Terms of Service and will ensure they fully abide by them.
2.9. Data Transfer or Destruction	PBIS Rewards will ensure that all Data in our possession and in the possession of any subcontractors or agents to us is destroyed when the Data is no longer needed or if the School/School District directs us to destroy the Data. Before destroying Data, PBIS Rewards will transfer usable data to the School/School District if requested by the School/School District.	If you are no longer using our service, then we will make sure that we erase all of the Data we have about you. If you want us to transfer a copy of the data to you, we will do that upon request.
2.10. Rights and License in and to Data Access	<p>With respect to the Data, PBIS Rewards has a limited, nonexclusive license solely for the purpose of providing the PBIS Rewards service. All parties recognize that all intellectual property rights shall remain the property of the School/School District.</p> <p>The license PBIS Rewards has to the Data is expressly listed in these Terms of Service and no other permissions are implied. The license to Data extended to PBIS Rewards by the School/School District is subject to the Family Educational Rights and Privacy Act (FERPA). The School/School District extends this license to use the Data as outlined in these Terms of Service under the FERPA School Official exception provision. The School/School District acknowledges that the School/School District has an obligation to define this in its annual</p>	<p>The School/School District owns the Data. PBIS Rewards has limited permission to use the Data only for the purposes outlined in this document. The license extended to PBIS Rewards is covered by FERPA and the School/School District has the right to grant permission to PBIS Rewards in its role as an outsourced institutional service. As such, PBIS Rewards is recognized as a School Official during the terms of the contracted services with the School/School District.</p> <p>These Terms of Service do not give PBIS Rewards any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement.</p>

	notification of FERPA rights to parents and students.	
2.11. Access	Any Data in the possession of PBIS Rewards will be made available to the School/School District upon request by the School/School District.	We do this to help you abide by FERPA. There is additional information below in the paragraph specifically about FERPA.
2.12. Security Controls	<p>PBIS Rewards will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.</p> <p>PBIS Rewards will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>PBIS Rewards will conduct periodic security specific training to all staff who have access to School/School District data and will ensure that staff are aware of requirements of safe-handling of data as it relates to PPRA.</p> <p>PBIS Rewards has a written incident response plan in the event of a data breach. This plan includes prompt notification of the School/School District, full disclosure and engagement with the School/School District. PBIS Rewards agrees to share its incident response plan upon request by the School/School District.</p>	We will protect your Data. This includes technical measures, administrative measures, and physical security. We will review our safeguards periodically. If we see that we can improve our safeguards we will do it. We will train our staff on best practices with respect to data security. However, because it is still possible that something can go wrong, we have a written plan on what we will do if your data is put at risk or compromised. We will share this plan with you if you ask for it.
3. Family Educational Rights and Privacy Act (FERPA)	FERPA is the Family Educational Rights and Privacy Act of 1974, a federal law enacted to protect the privacy and accuracy of a student's education records. Some states have enacted further enhancements to the federal law. FERPA is a compliance issue between the student and the School/School District. PBIS Rewards does not collect any Data directly from students that is subject to FERPA. All Data collected that is subject to FERPA is entered by the School/School District staff users. PBIS Rewards will support fully the School's efforts to meet their FERPA obligations. If a	We will support fully a School/School District's efforts to meet its FERPA obligations. If a parent or student comes to us directly, we will refer them back to the School/School District and take any action requested by the School/School District related to their FERPA obligations.

	<p>parent or student contacts PBIS Rewards directly, PBIS Rewards will redirect the parent or student to the School/School District. If the School/School District needs assistance when fulfilling a FERPA request, PBIS Rewards will cooperate fully to ensure the School/School district is able to meet its obligation.</p>	
<p>4. Children's Online Privacy Protection Act (COPPA)</p>	<p>COPPA is the Children’s Online Privacy Protection Act. PBIS Rewards complies with COPPA. PBIS Rewards collects Data from students for the delivery of its educational services only and solely for the benefit of the student and the School/School District.</p> <p>PBIS Rewards may collect the following personal information directly from a student/child under the age of 13: a) Student ID/Login Information; and b) Requests for Purchases. PBIS Rewards does not use any of this information for any purpose except for providing the PBIS Rewards service. PBIS Rewards does not maintain this Data longer than necessary to provide its educational service.</p> <p>The School/School District consents to this collection as described in this section titled COPPA. The School/School District agrees that it has the right to consent with the collection of this limited data from students under the age of 13 because it is used solely for educational purposes.</p> <p>The School/School District can mark a student as “limited” so that the student is prevented from signing into the PBIS Rewards service. The student will still be an active student who can benefit from the PBIS Rewards service, but the only data collected by the PBIS Rewards service will be data entered by staff as part of using the PBIS Rewards service.</p>	<p>PBIS Rewards is compliant with COPPA. We collect limited information from students covered by COPPA and we use this information solely for the benefit of the student and the School/School District. Our consent to collect this data is provided by the School/School District by contracting for the PBIS Rewards Service. The School/School District can prevent a student from providing information directly to the PBIS Rewards Service if a parent/guardian has made that request. Last, PBIS Rewards does comply with the requirement of notice regarding COPPA.</p>

<p>5. Protection of Pupil Rights Amendment (PPRA)</p>	<p>PBIS Rewards complies with The Protection of Pupil Rights Amendment (PPRA). PBIS Rewards does not survey students and does not use any personal information about students for any purposes other than delivering services to the School/School District.</p>	<p>PPRA is specifically about surveying students and asking questions of a personal nature. We do not survey students.</p>
<p>6. Americans with Disabilities Act (ADA)</p>	<p>PBIS Rewards complies with Americans with Disabilities Act (ADA). As we create or update parts of our platform and services over time, we continually have the ADA in mind. This means we think about ease of access and use with individuals with a motor, auditory, cognitive, and/or visual disability. If a necessary accommodation becomes apparent, we will employ any reasonable measure to remedy the issue.</p>	<p>PBIS Rewards will always do what we can to ensure every student who participates in our program can positively benefit, especially if a student has a disability.</p>
<p>7. California Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of California, USA.</p> <p>PBIS Rewards complies with the Student Online Personal Information Protection Act (SOPIPA) of California (SB 1177). PBIS Rewards does not use any data about students for any purpose other than delivering the PBIS Rewards service. PBIS Rewards does not engage in targeted advertising to students or parent/guardians of students. PBIS Rewards does not sell any information gathered about students regardless of the source of the information. PBIS Rewards does not create profiles on students except that which is necessary to provide reports to the School/School District as required for the operation of the PBIS Rewards service. PBIS Rewards stores and protects student data using industry best practices. PBIS Rewards will delete a student's covered information if requested by the School/School District.</p> <p>PBIS Rewards complies with AB 1584 of the California Education Code.</p> <ul style="list-style-type: none"> <li>• Pupil Records Ownership: See <i>Provision 2.10</i>.</li> </ul>	<p>PBIS Rewards is compliant with SOPIPA. PBIS Rewards does not do any advertising, including targeted advertising, towards students or parents of students. PBIS Rewards will delete data about a student or students upon request from the School/School District. PBIS Rewards uses industry best practices to protect data about and for students.</p> <p>PBIS Rewards is compliant with all nine requirements of the AB 1584 of the California Education Code. This section lists all nine requirements and points to the applicable provision from the PBIS Rewards Terms of Service.</p> <p>PBIS Rewards is compliant with the CCPA. We respect the value of your rights under the CCPA and provide avenues for you to exercise them. We never sell personal information. A detailed explanation of the steps we take to satisfy the requirements of the CCPA can be found in our CCPA Notice located online at:</p> <p><a href="https://www.pbisrewards.com/policies/ccpa/">https://www.pbisrewards.com/policies/ccpa/</a>.</p>

- Pupil-Generated Content: *There is no pupil-generated content.*
- Pupil Record Use: *See Provision 2.6.*
- Parent/Legal Guardian/Pupil Review of PII: *See Provision 3.*
- PBIS Rewards Staff Training: *See paragraph 3 of Provision 2.12.*
- Notification in the Event of Unauthorized Disclosure: *See paragraph 4 of Provision 2.12.*
- No Retainment of Student Data: *See Provision 2.9.*
- FERPA: *See Provision 3.*
- No Pupil Targeted Advertising: *See Provision 2.3.*

PBIS Rewards complies with the California Consumer Privacy Act of 2018 (CCPA).

- Notice: *See Provision 2 of CCPA Notice.*

PBIS Reward's CCPA Notice will be clearly posted on our website and is updated once a year.

- Use & Sale of Personal Information: *See Provision 2.3, 2.6, & 2.8.*

PBIS Rewards never sells personal information it receives from a School/School District. We never share personal information with third parties. Personal information disclosed to a service provider is done only when necessary in the delivery of the service to the School/School District.

- Information Collected: *See Provision 1, 2, & 4 of CCPA Notice.*

Consumers have the right to make a request on the specifics of the personal information we collect including what is collected, why it is collected, how it is collected, and/or from what sources it is collected. Consumers also have the right to request to whom PBIS Rewards discloses personal information.

- Correction & Deletion of Personal Information: *See Provision 5 of CCPA Notice.*



	<p>Consumers have the right to request the deletion or correction of personal information.</p> <ul style="list-style-type: none"> <li>• Exercising CCPA Rights: <i>See Provision 7 of CCPA Notice.</i></li> </ul> <p>PBIS Rewards does not discriminate against consumers who exercise their rights under the CCPA.</p> <ul style="list-style-type: none"> <li>• Verified Consumer Requests (VCRs): <i>See Provision 7 of CCPA Notice.</i></li> </ul> <p>PBIS Rewards offers two ways for consumers submit a VCR and maintains records of such.</p>	
<p>8. Colorado Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of Colorado, USA.</p> <p>PBIS Rewards complies with the requirements outlined in HB16-1423 and C.R.S. 22-16-101 et seq.</p> <ul style="list-style-type: none"> <li>• Data Transparency <ul style="list-style-type: none"> <li>Posted on our website policy page are the data elements of student personally identifiable information we receive, how we use that information, and how that information is shared. Clear notice of any material policy changes will be provided to the School/School District. Since the School/School District maintains the data we receive, any corrections of student information can be made by the School/School District. In the event of a data breach, we will notify the School/School District as soon as possible.</li> </ul> </li> <li>• Use of Data <ul style="list-style-type: none"> <li>PBIS Rewards only receives, uses, and shares data for the purpose authorized in our contracts with Schools/School Districts. Student personally identifiable information is never used for targeted advertising or sold to any party. Any necessary subcontractors are contractually obligated to abide by the same data use, security, and</li> </ul> </li> </ul>	<p>If any of the terms and policies differ or conflict with the School/School District's, the terms and policies of the School/School District will supersede the PBIS Rewards term or policy.</p>

	<p>destruction standards we do. Our agreements with subcontractors also include our Terms of Service that we have with our schools.</p> <ul style="list-style-type: none"> <li>• <b>Data Destruction</b> PBIS Rewards follows industry best standards when it comes to administrative, technical, and physical safeguards of data we receive. We comply with any School/School District requests to destroy student personally identifiable information. Except in the case of a renewal, all data is destroyed after the expiration of service and notice of destruction is sent to the School/School District.</li> </ul>	
<p>9. Connecticut Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of Connecticut, USA.</p> <p>PBIS Rewards complies with the requirements outlined in Connecticut General Statutes § 10-234aa through § 10-234dd.</p> <ul style="list-style-type: none"> <li>• <b>Contractor Requirements</b> Any student information PBIS Rewards receives is owned and maintained by the School/School District and data is only used pursuant to the purpose authorized in our contract. PBIS Rewards follows industry best standards when it comes to security and confidentiality of data we receive. PBIS Rewards is compliant with FERPA. Any contract or agreement between a Connecticut School/School District shall be interpreted and governed by the laws of the State of Connecticut. Except in the case of a renewal, all student information is destroyed after the expiration of service.</li> <li>• <b>Operator Requirements</b></li> </ul>	<p>If any of the terms and policies differ or conflict with the School/School District's, the terms and policies of the School/School District will supersede the PBIS Rewards term or policy.</p>

	<p>PBIS Rewards does not engage in targeted advertising to students or parent/guardians of students. PBIS Rewards does not sell any information gathered about students or teachers regardless of the source of the information. Any necessary subcontractors are contractually obligated to abide by the same data use, security, and destruction standards we do.</p> <ul style="list-style-type: none"> <li>• <b>Unauthorized Disclosure</b> PBIS Rewards has a Security Incident Response Plan in the event of an unauthorized disclosure. PBIS Rewards will promptly notify the School/School District; notification includes full disclosure and cooperation.</li> </ul>	
<p>10. Florida Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of Florida, USA.</p> <p>PBIS Rewards complies with the requirements outlined in Fla. Stat. § 1002.22 and Fla. Stat. § 1002.222.</p> <p>Any data PBIS Rewards receives from the School/School District is subject to the Family Educational Rights and Privacy Act (FERPA). No biometric data of students, parents, or teachers is collected.</p>	<p>If any of the terms and policies differ or conflict with the School/School District’s, the terms and policies of the School/School District will supersede the PBIS Rewards term or policy.</p>
<p>11. New York Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of New York, USA.</p> <p>PBIS Rewards complies with the requirements outlined in the EDUCATION LAW §2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY and the Commissioner of Education’s Regulations at 8 NYCRR Part 121.</p> <ul style="list-style-type: none"> <li>• <b>Data Security and Privacy</b> PBIS Reward's complies with federal and state laws and follows industry best standards for our administrative, operational, and technical safeguards to protect data. Our employees complete monthly</li> </ul>	<p>If any of the terms and policies differ or conflict with the School/School District’s Bill of Rights for Data Privacy and Security, then the terms and policies of the School District will supersede anything in the PBIS Rewards Terms of Service.</p>

	<p>trainings regarding the protection, privacy, and confidentiality of data. Any necessary subcontractors are contractually obligated to abide by the same data use, security, and destruction standards we do. Except in the case of a renewal, all data is destroyed or returned to the School/School District after the expiration of service.</p> <ul style="list-style-type: none"> <li>• Use of Data PBIS Rewards only receives, uses, and shares student personally identifiable information for the purpose authorized in our contracts with Schools/School Districts. PBIS Rewards policies align with the NIST Cybersecurity Framework. Access to data is limited to those employees who need access so we can provide our platform and service. Data that is transmitted through PBIS Rewards is encrypted, in transit and at rest. PBIS Rewards never sells data it receives.</li> <li>• Breach of Data PBIS Rewards has a Security Incident Response Plan in the event of a data security or privacy incident. PBIS Rewards will promptly notify the School/School District; notification includes full disclosure and cooperation.</li> </ul>	
<p>12. Texas Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of Texas, USA.</p> <p>PBIS Rewards complies with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. § 200.326, and Appendix II to Part 200.</p> <p>All PBIS Rewards contracts include terms addressing administrative, contractual, legal remedies, and termination by the parties.</p>	<p>Contracts with PBIS Rewards comply with EDGAR Regulations for Agreements Funded by U.S. Federal Grant.</p>

	<p>When applicable, PBIS Rewards acts in accordance with the Texas Family Code, Equal Employment Opportunity law, Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Federal Award Funding Agreement law, Clean Air Act, Federal Water Pollution Control Act, Debarment and Suspension Executive Orders, Byrd Anti-Lobbying Amendment, Immigration Law and Regulations, Record Retention Law, EPA Regulations, Energy Policy and Conservation Act, Solid Waste Disposal Act, and the Buy America Act. PBIS Rewards is not a company identified on the Texas Comptroller's list of companies known to have contacts with a Foreign Terrorist Organization, nor does PBIS Rewards boycott Israel.</p>	
<p>13. Utah Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of Utah, USA.</p> <p>PBIS Rewards complies with the requirements regarding third-party contractors outlined in Title 53E-9-309 of the Utah Code.</p> <p>Required Provisions</p> <ul style="list-style-type: none"> <li>• Requirements and Restrictions of Collection: <i>See Provision 2.5, 2.6, 2.8.</i></li> <li>• Sharing of Student Data: <i>See Provision 2.8.</i></li> <li>• Deletion of Student Data: <i>See Provision 2.9.</i></li> <li>• Limited Use of Data: <i>See Provision 2.6.</i></li> </ul> <p>The School/School District may audit PBIS Rewards to ensure compliance, upon request. Except in the case of a renewal, all student information is destroyed or returned after the expiration of service.</p>	<p>If any of the terms and policies differ or conflict with the School/School District's, the terms and policies of the School/School District will supersede the PBIS Rewards term or policy.</p>

A copy of the PBIS Rewards Terms of Service dated March 15, 2022, can be found online at: <https://www.pbisrewards.com/policies/platform-terms-of-service/>.