



AGREEMENT FOR PAYROLL DEDUCTION PURCHASE PROGRAM
BETWEEN

PURCHASING POWER, LLC and EMPLOYER (as identified on page 1 of application)

Employer agrees to establish a voluntary employee purchase program (the "Program") under which its eligible employees ("Employees") may purchase computers, electronics, home appliances, furnishings, and related products from Purchasing Power, LLC (hereinafter referred to as "PP") and make payments for their purchases over time by payroll deduction. Accordingly, Employer and PP agree as follows (wherever Employer or PP are mentioned, it shall also include their designated administrator/agent/representative(s)):

1. TURNOVER. Employer agrees to provide PP with data concerning employee turnover in a format which will allow PP to set reasonable eligibility/ participation criteria. All such data received from Employer shall be held in strict confidence and not revealed to anyone not involved in the underwriting process at PP.

2. MARKETING. Employer will allow PP to communicate and market the Program to eligible Employees for the purpose of promoting, explaining and offering the Program to such Employees, which shall include an introductory message from Human Resources sent to Employees via electronic mail and may include enrollment message(s) during open enrollment periods, direct mail to Employees, and other means of communicating with Employees as may be reflected on the attached Addendum A, as applicable. The precise means of communicating with Employees shall be mutually agreed by PP and Employer during the implementation process. Employer's approval must be obtained for all materials/communications using the Employer's name and logo, provided, that Employer may provide such approval to PP once per calendar year.

3. PAYROLL DEDUCTION. Employer agrees to honor and administer all requests from Employees (a "Participant") for periodic payroll deductions for the payment of purchases as specified by Participant, whether the request comes from the Participant directly or through a designated administrator/agent.

4. REPORTING. PP agrees to submit to Employer periodic statements indicating the amount of payments to be deducted from each Participant's payroll. Employer agrees to withhold deductions authorized by its Employee/Participants and to remit to PP all payroll deductions accumulated on behalf of each Participant in the amounts indicated in their periodic statements furnished to Employer by PP. All deductions will be remitted to PP in accordance with the schedule established during the implementation process. Deductions missed because of insufficient pay, leave of absence, or termination will be dealt with in accordance with applicable law, payroll system capabilities and policies established during the implementation process.

5. TERM; TERMINATION. The term of this Agreement shall be for one year, and shall automatically renew for one-year periods on the anniversary date hereof unless a party provides ninety (90) days' prior written notice of non-renewal to the other party at the address set forth below or current business address to the attention of the Chief Legal Officer/General Counsel. Following the effective date of any such non-renewal or termination, PP shall immediately stop accepting new orders from Employees and Employer agrees to continue processing deductions for those purchases made prior to non-renewal or termination of this Agreement until paid.

6. NOTIFICATION. If an Employee is terminated from his or her employment, Employer agrees to notify PP of such termination as soon as reasonably practical.

7. RESPONSIBILITY. Employer is not responsible for the payment of any Employee/ Participant purchase after the termination of employment, provided, that all or substantially all of the Employees were not terminated in connection with an asset sale, acquisition or business combination of Employer. Employer shall be responsible for all funds which were or should have been deducted from such Employee's/Participant's payroll prior to the date of such termination.

8. CONFIDENTIALITY. PP agrees that all information, records and other material provided by Employer in connection with the implementation and performance of the Program, including, without limitation, information and records concerning the Employees of Employer, shall be treated as the proprietary and confidential information of Employer, and PP, its employees and officers will not disclose any such confidential and proprietary information to any other person without the express prior written consent of Employer, except as necessary or appropriate in accordance with the provisions hereunder or as required by law or regulation.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. Employer assumes no other responsibility except as stated above.

Employer: Raytown C-2 School District

By: [Signature]

Name: Dr. Steve Shelton

Title: Associate Superintendent

Date: March 25, 2019

Employer Address: 6608 Raytown Road, Raytown, MO

64133

Contract Version: 1/15/2019

Purchasing Power, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchasing Power, LLC
1349 West Peachtree Street NW,
Suite 1100
Atlanta, Georgia 30309
(404) 609-5100

## Addendum A: Communication Plan

### I. Awareness Campaigns

Type	Description
<b>Webinar training</b>	Live webinars explaining Purchasing Power (PPC) to HR business partners - # of webinar
<b>On-site collateral</b>	Co-branded marketing materials to be posted on-site to promote PPC as a new voluntary benefit – (posters, flyers, floor decals)
<b>Direct communications</b>	A new Co-branded Client Launch mailer to eligible Employee homes explaining the Program and the products available through Purchasing Power
<b>Electronic communications</b> - Coming Soon - Launch Announcement - Monthly Promotional messages	E-mails or electronic marketing materials to be provided for distribution to Employee population to announce the new benefit.  Emails or electronic marketing materials to be provide for distribution, at the employer’s discretion, to the Employee population to communication promotional offers.
<b>Benefits Packets</b>	Include Purchasing Power provided collateral in any distributed benefits materials/packets.
<b>On-Site Events</b>	Allow for in-person Purchasing Power events such as informational meetings and webinars for Employees.

### II. Launch Communication Timeline<sup>1</sup>

Date	Audience
<b>45 days prior to launch</b>	Communication to HR Leadership – announcing Program and next steps (communication plan)
<b>30 days prior to launch – up to 3 sessions</b>	WebEx Communications to HR business partners
<b>15 days prior to launch</b>	Pre-Launch email reminder to HR, People Leaders, Supervisors
<b>5 days prior to launch</b>	Email – Pre-announcement to Employees, “Coming Soon...”
<b>Day of launch</b>	Welcome Email announcement to Employees
<b>Week of launch</b>	New Client Launch mailer to hit homes <sup>2</sup>

<sup>1</sup> Marketing communication timelines are subject to completion of signed agreement and may change accordingly.

<sup>2</sup> Contingent upon Employer approval of name and logo usage 4-6 weeks prior to mailing.



### III. Planned Activities

	Type	Activity
Jan	January - direct mail (Jan – Feb)	Standard Mailing Period
Feb		
Mar	Spring Campaign – direct mail (Mar – Apr)	Standard Mailing Period
Apr		
May	May – direct mail (May – June)	Standard Mailing Period
Jun		
Jul	Summer Campaign – direct mail (July – Aug)	Standard Mailing Period
Aug		
Sep	September – direct mail (Sep – Oct)	Standard Mailing Period
Oct		
Nov	Holiday Campaign – direct mail (Nov – Dec)	Standard Mailing Period
Dec		

The Employer understands and agrees that Purchasing Power may utilize marketing segmentation and testing methodologies to deliver the most relevant content and offers to individual Employees. Purchasing Power may decide to limit the amount of direct mail communications to Employees that appear to be less likely to utilize the Program through data modeling (including skipping mailings) and may utilize other means for communicating the Program to the general employee populations.

### IV. Advertising / Sponsorship Opportunities

Purchasing Power will provide content for any employer-distributed marketing, communication or intranet pages. Purchasing Power will also evaluate the following<sup>3</sup>:

Intranet	<input type="checkbox"/>	Wellness Program	<input type="checkbox"/>
Newsletter Ad	<input type="checkbox"/>	Sponsorship	<input type="checkbox"/>
Newsletter Article	<input type="checkbox"/>	Charity Event	<input type="checkbox"/>
Run / Walk	—	Volunteer Day	<input type="checkbox"/>

<sup>3</sup> Subject to negotiation and mutual agreement of the parties.

### V. Benefit Fairs

Purchasing Power will provide on-site representation with giveaways, marketing collateral and materials as mutually agreed by the parties.





An Exciting Benefit for Raytown School District employees

# Coming soon, a whole new way to make purchases.

Be on the lookout for exciting news about Purchasing Power, a purchase program offered by your employer, that makes it easy to get the products you need and pay for them over time, directly from your paycheck.

Zero interest | No credit check | No hidden fees

Get the most out of your paycheck.



Refrigerators  
as low as  
**\$61**  
per pay period\*\*



Computers  
as low as  
**\$21**  
per pay period\*\*

Televisions  
as low as  
**\$12**  
per pay period\*\*



Furniture  
as low as  
**\$66**  
per pay period\*\*



## A better way is on the way.

More information about Purchasing Power is coming soon!

\*\*Pricing is based upon 26 pay periods per year which may vary by customer. Products and pricing are available while supplies last and are subject to change without notice, so go online for the latest offering. Individual eligibility requirements and spending limits may apply.

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