

ORIGINAL AGREEMENT

TSD-16-159

AMERICAN RED CROSS

[AUTHORIZED PROVIDER AGREEMENT – CURRICULUM &
INSTRUCTION]

4/19/2016 – 4/18/2019



**American
Red Cross**

**Preparedness and Health and Safety Services
Authorized Provider Agreement**

Authorized Provider Agreement

This **Authorized Provider Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and Tacoma School District (the "AP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the AP's Red Cross certified instructors ("Instructors") to license Red Cross training materials for the AP's use in the instruction of Red Cross training courses specified in Appendix B ("Courses") within AP's organization.

- 1. AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
 - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
 - 1.2. Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix C.
 - 1.3. Obtain Red Cross confirmation of the certification and authorization status of new AP Instructors before permitting such Instructors to teach a Course.
 - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies").
 - 1.5. Permit Red Cross to perform random observations of AP's Courses consistent with the Visitor's to Schools Policies and Regulations of the Board of Directors of the Tacoma School District.
 - 1.6. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
 - 1.7. Timely payment of the required fees in connection with the Agreement.
- 2. Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
 - 2.1. Make Red Cross training content and Course Materials available to AP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
 - 2.2. Approve properly submitted Course Records and provide digital certifications, if applicable, for Course participants with a valid, unique email address.
 - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to enter Course Records and print Course certificates.
- 3. Term and Termination.**
 - 3.1. This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
 - 3.2. Each Party may terminate this agreement with thirty (30) days' notice to the other Party.
 - 3.3. The following provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.
- 4. Fees and Invoicing.**
 - 4.1. AP will remit payment by credit card or will be invoiced, if approved.



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- 4.2. Fees are set forth on Appendix B.
 - 4.3. Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
 - 4.4. To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:
 American Red Cross - Health & Safety Services
 25688 Network Place
 Chicago, IL 60673-1256
 - 4.5. For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
 - 4.6. Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement pursuant to Section 3.
 - 4.7. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP will be responsible for any costs associated with the re-training of course participants. Red Cross and the AP will determine, by mutual agreement, the re-training costs and appropriate party to conduct the re-training, which may include the AP or any Red Cross employee, volunteer, Licensed Training Provider or AP.
5. **Notices.** Each Party's contact for legal notices under this Agreement is listed on Appendix A.
6. **Confidentiality and Intellectual Property.**
- 6.1. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
7. **Miscellaneous.**
- 7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
 - 7.2. Amendments. This Agreement may only be amended or modified by the Parties in writing.
 - 7.3. Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of



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any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

7.4. Independent Contractors. Each Party shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

7.5. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.

7.6. Governing Law. The Agreement is governed by the laws of the State of Washington without giving effect to its choice or conflict of law rules.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

Customer Name: Tacoma School District	The American National Red Cross
Customer Signature: <i>Carla J. Santorno</i>	Red Cross Signature: <i>Brian Hoffmeister</i>
Name: Carla J. Santorno	Name: Brian Hoffmeister
Title: Superintendent	Title: Aquatics Representative
Date: 4/19/2016	Date: 4/14/2016

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Appendix A – Contact Information****Customer Information****Customer: Tacoma School District****Customer Address: 601 South 8th Street
Tacoma, WA 98402****Customer Fax: _____****Organization ID: C47138-000298-04****Customer Contact: Marianne Doyle****Customer Contact Email: mdoyle@tacoma.k12.wa.us****Customer Contact Phone: (253) 571-1135****Extension: _____****Billing Contact Name: Sonja Schoenecker****Billing Contact Phone: (253) 571-1195****Extension: _____****Billing Contact Email: sschoen1@tacoma.k12.wa.us****Customer Billing Address : PO Box 1357, Tacoma, WA 98401-1357****Red Cross Contact Information****Name: Brian Hoffmeister****Phone: (503) 528-5728****Ext.: _____****Email:****brian.hoffmeister@redcross.org****Legal Notice to be delivered to your Red Cross Representative with a copy to The American National Red Cross,
Office of the General Counsel at 2025 E St NW, Washington, DC 20006.**



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Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
HSSSFA415	Adult and Pediatric First Aid/CPR/AED	500.00	\$5.00
HSSAQU402	Lifeguarding	100.00	\$31.50

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Learn to Swim Facility Fee - per pool

Annual Volume of Enrollees	Facilities that offer Red Cross Lifeguarding	Facilities that <u>do not</u> offer Red Cross Lifeguarding	Completion Cards Included
Learn-to-Swim Facility Fee (required to teach Learn-to-Swim Program)			
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Returning Learn to Swim customers may register for Learn-to-Swim and pay Learn-to-Swim facility fee by going to <https://classes.redcross.org/instructor/authentication/login.html?feeOption=Facility-fee>

New Learn-to-Swim customers can opt in to the Learn-to-Swim program by visiting www.redcross.org/LTSenroll.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.

Method of Payment

Preferred Payment type

Red Cross PO#

Invoice

TacomaSchoolDistrict1115



Authorized Provider Agreement Appendix C – AP Instructors

Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

Instructor Name	Learning Center Username	Email Address and Phone	Current Instructor Certification(s)
Example: <i>Sally Safety</i>	sallysafety@redcross.org	sallysafety@redcross.org 202.303.0000	<i>First Aid/CPR/AED Instructor</i> <i>Babysitter's Training Instructor</i>
Cheryl Ausboe	causboe@tacoma.k12.wa.us	Email: causboe@tacoma.k12.wa.us Phone: 253-571-3076	First Aid/CPR/AED Instructor
David Baughman	NOCARP@HOTMAIL.COM	Email: dbaughm@tacoma.k12.wa.us Phone: 253-571-3076	First Aid/CPR/AED Instructor LGIT, WSIT
Paul Baurichter	PBAURICHTER@HOTMAIL.COM	Email: pbauric@tacoma.k12.wa.us Phone: 253-571-6120	LGI, WSI
Harry Cartledge	HCARTLE@TACOMA.K12.WA.US	Email: hcartle@tacoma.k12.wa.us Phone: 253-571-3076	First Aid/CPR/AED Instructor
Jeff Drinkwine	jdrinkw@tacoma.k12.wa.us	Email: jdrinkw@tacoma.k12.wa.us Phone: 253-571-5873	First Aid/CPR/AED Instructor
Joyce Ells	CELLS@HARBORNET.COM	Email: jlells@hotmail.com Phone: 253-223-5101	First Aid/CPR/AED Instructor
Cheryl Farrington	CFARRIN@TACOMA.K12.WA.US	Email: cfarrin@tacoma.k12.wa.us Phone: 253-571-3644	WSI
Bertel Tor Tor Gilje	btgilje@yahoo.com	Email: btgilje@yahoo.com Phone:	LGI, WSI



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		253-212-7978	
Bradley Gobel	bgobel@tacoma.k12.wa.us	Email: bgobel@tacoma.k12.wa.us Phone: 253-620-4897	First Aid/CPR/AED Instructor
Roberta Kilgore	RFK	Email: kilgore.roberta@gmail.com Phone: 253-208-9151	First Aid/CPR/AED Instructor
Connie McCrossin	CMCCROS@TACOMA.K12.WA.US	Email: cmccros@tacoma.k12.wa.us Phone: 253-927-4529	LGI, WSI
Sarah Purdin-Golding	spurdin@tacoma.k12.wa.us	Email: spurdin@tacoma.k12.wa.us Phone: 253-564-9408	First Aid/CPR/AED Instructor
Sandra Rogers	srogers@tacoma.k12.wa.us	Email: srogers@tacoma.k12.wa.us Phone: 253-571-6638	LGI, WSI
Christine Shine	cshine@tacoma.k12.wa.us	Email: cshine@tacoma.k12.wa.us Phone: 253-474-7899	First Aid/CPR/AED Instructor
Christine Snellgrove	CSNELLG	Email: csnellg@tacoma.k12.wa.us Phone: 253-503-4149	LGI, First Aid/CPR/AED Instructor
John Swofford	JOHN_SWOFFORD@HOTMAIL.COM	Email: jswoffo@tacoma.k12.wa.us Phone: 253-759-9811	LGI, WSI, CPRO
Holly White	HWHITE1@TACOMA.K12.WA.US	Email: hwhite1@tacoma.k12.wa.us Phone: 253-473-2770	First Aid/CPR/AED Instructor
Jennifer Bowman Wood	jwood@tacoma.k12.wa.us	Email: jwood@tacoma.k12.wa.us Phone: 253-571-3161	First Aid/CPR/AED Instructor
Roy Young	ryoung@tacoma.k12.wa.us	Email: ryoung@tacoma.k12.wa.us Phone: 253-564-4738	LGI, WSI



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If there are additional instructors, please complete Addendum to Appendix C for AP and LTP Agreements.

0 Addenda Attached
