



ROCKY BOY SCHOOLS

ONSITE/REMOTE IT SERVICE AGREEMENT 2020-2021

Between: Bjenko Inc. Doing Business As: Innovative Living Group (“Contractor”) and Rocky Boy School District (“Client”).

Term: July 1, 2020 to June 30, 2021

The Contractor will provide a total of 1500 hours of onsite IT service for the term dates listed above. The schedule of the hours will be agreed upon between the IT director (Robert Parker) and the Contractor. In the event Contractor is not able to make a scheduled day, Contractor must provide adequate notice and set a makeup date with the client for the scheduled service day.

1. Provision of Services. Contractor will perform on site and offsite IT technical services and support as requested by client (such as, for example, General IT related issues with day to day staff members, assisting staff in setting up tech devices and troubleshooting tech issues for staff and students. Training staff on new technologies that the Contractor is or has been involved with. Assisting the IT director with remote and onsite management of the network. Consult and assist client in IT related purchases and assist in the evaluation and assessment needs process for the client. Services do not include those that are already contracted or obligated by another company or service provider. ** See Addendum A

2. Additional Work. Client understands that additional work beyond the scope of this Agreement must be negotiated separately and will require a separate Agreement. Services requested by Client and provided by Contractor that do not fall within the scope of this Agreement will be billed separately at the agreed upon amount with payment due upon receipt. By signing and agreeing to this contract, the Client does qualify for the highest rate of discount the contractor is able to offer for all products and services outside this contract.

3. Client Responsibilities. Client understands that Contractor is not an employee, and that this will be a collaborative relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the nature of the relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from Contractor in a timely manner. Client understands that Contractor is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests, projects and work orders. Poor planning or miscommunication on the part of Client will not constitute an emergency for Contractor. Client understands that Contractor may require detailed clarification of work order in order to meet expectations and provide the best support and highest quality work.

4. Office Hours & Communication. Office hours are Monday through Friday, 8am to 5pm. Email is the primary form of communication between Client and Contractor. Contractor is available for phone calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed to Client. However, the time of both parties must be respected, and calls initiated by Client lasting over 10 minutes may be billed to Client. Telephone/web meetings must be prescheduled. Cancellation of meetings or services needed requires a minimum of 12 hours advance notice unless a weather related situation presents itself the day of a scheduled service day.. Missed meetings or cancellations without sufficient notice will be billed to Client.

5. Contract Completion and renewal. Contractor will provide Client a renewal contract and service of work report to the Client 60 days prior to the contract end date. Client will be required to notify contractor 30 days prior to the contract end date the intention to renew.

6. Materials & Information. Client is responsible for furnishing accurate, truthful and complete information necessary for Contractor to perform or complete the contracted services. Contractor must have full admin rights for access to the client's building(s) and networks and sub systems in order to efficiently and effectively maintain this service contract.

7. Accuracy of Information. Client agrees that the accuracy of information supplied to Contractor is the sole responsibility of Client, and that Contractor is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.

8. Fee and Payment Schedule. The Contract total for the contracted hours equaling 1500 and the services agreed upon for the dates listed will be \$75,000.00. The Contract will be billed Monthly on the first day of each month. Payment will be due by the 15th of each month. The payment schedule will begin on July 1, 2020.

All change orders or additional purchases for products or services outside this contract are to be approved by client or approved client representative and paid in full prior to any work or products being purchased. It is understood that any delay of payment schedule may disrupt the management of the overall service and Contractor assumes no responsibility for delays or penalties. Contractor reserves the right to charge additional Shipping and Handling and late fees or penalties if payments are delayed or rush shipments are requested to complete service or a project.

9. Late Payments. Payments not received by the due date will result in work cessation. Contractor reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of 1.75% (APR of 21%) of payment due will be assessed on unpaid balances every 30 (thirty) days.

10. Independent Contractor Status. Contractor is not an employee of or partner or joint venturer with Client but, rather, is an independent contractor who is entitled to, among other things, perform services for others during the term of this Agreement; hire Contractor's own assistants, employees or subcontractors; control, supervise and direct the method, means, time and manner by which and the location(s) where services are performed. Client shall not deduct FICA or any other amounts from Contractor's payments. Client shall not obtain workers compensation insurance on behalf of Contractor or Contractor's employees. Client will be listed as an additional insured by contractor's insurance policy in guidelines with the clients minimum requirements.

11. Termination. Either party is entitled to terminate this Agreement due to a material breach thereof upon Thirty (30) days written notice to the defaulting party specifying the default and affording the opportunity to cure the default. If the default is cured within thirty (30) day period the Agreement shall continue.

This paragraph does not apply to payment defaults which shall be subject to three (3) days written notice and, if not cured, shall entitle the Contractor to terminate and obtain damages and/or other relief to which Contractor is entitled. All product purchase invoices shall be due and payable upon receipt. If Contractor has not received full payment within ten (10) business days all work will be suspended immediately until payment is received without prejudice to Contractor's right to terminate and obtain relief as set forth above.

12. **Expiration & Modification.** This Agreement shall remain in effect for the term above or until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

13. **Warranties.** Contractor guarantees that the provided service work and documentation follow industry standards

Contractor has not made and does not make, any representation, warranty or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use or suitability of any services, designs or any other products or creations provided under or in connection with this agreement, or any other representation, warranty or covenant of any kind or character, express or implied, and contractor shall not be obligated or liable for actual, incidental, consequential or other damages of or to Client, Client's staff, or any other person or entity arising out of or in connection with this agreement.

14. **Data Privacy.** Performance of services under this Agreement may entail the disclosure to Contractor of personally identifiable information from student education records protected by the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). Contractor acknowledges that for the purposes of this Agreement, it will be designated as a "school official" with "legitimate educational interests" in the Student Information, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor will use Student Information only for the specific purpose of fulfilling its obligations under this Agreement. Contractor may not disclose student information to or share any Student Information with any other party or for any other purpose without the prior written consent of the student. The provisions of this section will be applicable to any subcontractors or agents to whom Contractor may release Student Information in order to perform services under this Agreement. Contractor agrees that prior to releasing any Student Information to any subcontractor or agent, Contractor will require such subcontractor or agent to acknowledge its obligations as a "school official" and to agree to comply with the FERPA requirements articulated in this section. Contractor shall return or certify destruction of all Student Information (including that provided to or obtained by its subcontractors or agents) upon termination of this Agreement.

15. **Entire Agreement.** This document and any Schedules constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Client or Contractor. Any modifications to this Agreement must be in writing and signed by the Client and Contractor.

16. **Severability.** In the event any provision of this Agreement is deemed void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

17. Paragraph Headings. The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

18. Signatures; Authorization. Contractor and Client agree that this Agreement will be considered signed when Both parties have physically signed the contract. The individuals signing this Agreement on behalf of an entity warrant that they have the authority to do so.

19. Governing Law. Montana law shall govern interpretation of this Agreement and any disputes arising from or in connection with this Agreement and the parties' relationship. All disputes shall be resolved in the courts (state or federal) located in Montana.

20. Assignability. Client is not entitled to assign it rights or obligations hereunder.

21. Notices: Notices shall be effective upon receipt by hand delivery, (3) days after the postmark on regular mail sent to addresses set forth below or other addresses or fax numbers which a party provides in writing to the other party.



IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year set forth above.

By: _____ Date: _____

Client Signature Name: _____ Title: _____

By: _____ Date: _____

Contractor Signature Name: Brian Jenkins Title: President B Jenko, Inc. DBA Innovative Living Group

Communications to be delivered to:

Innovative Living Group

Brian Jenkins

PO Box 2430

Havre, MT 59501

406-404-6276

brian@ilivinggroup.com.

Clients Communication Information:

Billing Information:

Name: Rocky Boy School District

Address: 81 Mission Taylor Road

Box Elder, MT 59521

Phone# (s) 406-395-4291

Email: voydsp@rockyboy.k12.mt.us, robertp@rockyboy.k12.mt.us

Direct Contact Information

Name: Robert Parker, IT Director

Phone# (s) 406-395-4291 ext210 406-220-2034

Email: robertp@rockyboy.k12.mt.us