



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **ISD 271 Bloomington** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on Appendix B ("Courses") within the jurisdictions listed in Appendix C.

1. LTP Responsibilities. In connection with offering the Courses, LTP agrees that it will:

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
- 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by LTP to teach on its behalf during the term of the Agreement.
- 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
- 1.4. Be responsible for the oversight of LTP'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 LTP Resource Guide, policies and procedures (collectively, the "Policies").
- 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
- 1.6. Permit Red Cross to perform random observations of LTP's Courses.
- 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
- 1.8. 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.
- 1.9. Timely payment of the required fees in connection with the Agreement.
- 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement. LTP understands and acknowledges that Red Cross insurance does not extend to LTP or its Instructors or other subcontractors.
- 1.11. Maintain a relevant, valid business license for the term of this Agreement.
- 1.12. Offer and teach the Courses exclusively in accordance with Sections 6.3 and 6.4 of this Agreement.

2. Red Cross Responsibilities. To facilitate LTP's Course offerings, Red Cross agrees that it will:

- 2.1. Make Red Cross training content and Course Materials available to LTP'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 for Course participants, if applicable.
- 2.3. Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.



3. Term and Termination.

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 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 LTP will remit payment by credit card or will be invoiced, if approved.
- 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 LTP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.

5. Notices. Each Party's contact for notices under this Agreement is listed on Appendix A.

6. Confidentiality and Intellectual Property.

- 6.1 Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 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 LTP 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, LTP 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. LTP 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 LTP of any ownership rights in the Red Cross Marks, and (3) LTP'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.

- 6.3 During the term of this Agreement, until the voluntary or involuntary termination thereof for any reason whatsoever, LTP will not for any Course specified on Appendix B, directly or indirectly, teach, perform services, provide consultation or solicit any business on behalf of any of the Red Cross competitors listed in Appendix C (the "Red Cross Competitors").
- 6.4 Upon the termination of this Agreement for any reason whatsoever, whether voluntary or involuntary, LTP agrees that for a period of one (1) year after the termination of this Agreement, LTP will not (a) participate, personally or financially, directly or indirectly, in competition with the Red Cross in the business of offering any Course listed in Appendix B within the jurisdictions specified on Appendix C, (b) accept employment with any of the Red Cross Competitors identified on Appendix C, or (c) solicit, induce, or attempt to induce any of LTP's past or current Course participants (i) to cease doing business in whole or in part with or through the Red Cross, or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by the Red Cross within the jurisdiction specified on Appendix C.

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 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 furnish 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. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Dispute Resolution. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation.

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 LTP's receipt of the LTP Resource Guide, which may be updated from time to time.



Customer Name: ISD 271 Bloomington	The American National Red Cross
Customer Signature:	Red Cross Signature:
Name:	Name: Tyson Johnson
Title:	Title: Spec IV, Territory Aquatics
Date:	Date:



**Licensed Training Provider Agreement
Appendix A – Contact Information**

Customer Information

Customer: **ISD 271 Bloomington**

Customer Address: **2575 West 88th Street** Customer Fax: _____
Bloomington, MN 55431
USA

Organization ID: **23193-11-59227**

Customer Contact: **Betsy Miller**

Customer Contact Email: **bmiller@isd271.org**

Customer Contact Phone: **(952) 681-6134** Extension: _____

Billing Contact Name: **Betsy Miller**

Billing Contact Phone: **(952) 681-6134** Extension: _____

Billing Contact Email: **bmiller@isd271.org**

Customer Billing Address : **2575 West 88th Street**
Bloomington, MN 55431
USA

Red Cross Contact Information

Name: **Tyson Johnson**

Phone: **(612) 269-0750** Ext.: _____ Email: **tyson.johnson@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 431 18TH Street NW, Washington, DC 20006.



**American
Red Cross**

**Preparedness and Health and Safety
Services**

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
HSSAQU603	2016 LTS Facility Fee 501-999 - with RC LG - Aquatic Rep Approval Required	1.00	\$0.01
AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	20.00	\$27.00
AP-HSSSFA415C	Adult and Pediatric First Aid/CPR/AED Challenge	5.00	\$27.00
AP-HSSSFA415R	Adult and Pediatric First Aid/CPR/AED Review	5.00	\$27.00
HSSAQU402	Lifeguarding	20.00	\$35.00
HSSAQU402R	Lifeguarding Review	10.00	\$35.00
HSSAQU808	Water Safety Instructor Course (AP)	10.00	\$35.00

*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 do not 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

Credit/Debit Card



**Licensed Training Provider Agreement
Appendix C – Entities/Locations Covered by Agreement**

Please provide information regarding any additional entities/locations covered by this Agreement, if applicable.

All Domestic Locations (additional legal entity names must be listed)

Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Org ID
Example: Name: ABC Mid Atlantic Address: 2025 E ST NW Washington, DC 20006 Contact: Sally Safety Email: sally.safety@abc.com Phone: 800-555-1212	<i>Regional Distribution Center</i>	<i>ABC1231542</i>
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:

If there are additional entities/locations, please complete Addendum to Appendix D for AP and LTP Agreements.

0 Addenda Attached



**American
Red Cross**

**Preparedness and Health and Safety Services
Licensed Training Provider Agreement**

5. Jurisdiction(s) Where LTP Is Authorized to Offer Courses

1. Minnesota	4.
2.	5.
3.	6.

6. Red Cross Competitors with Whom LTP Is Affiliated (listed alphabetically and in no order of importance)

<input type="checkbox"/> American Heart Association (AHA)	<input type="checkbox"/> National Aquatic Safety Company (NASCO)
<input type="checkbox"/> American Safety & Health Institute (ASHI)	<input type="checkbox"/> National Safety Council
<input type="checkbox"/> Ellis and Associates	<input type="checkbox"/> Starfish Aquatics Institute
<input type="checkbox"/> Emergency Care and Safety Institute (ECSI)	<input type="checkbox"/> SwimAmerica
<input type="checkbox"/> Health and Safety Institute (includes ASHI and Medic First Aid)	<input type="checkbox"/> Young Mens Christian Association (YMCA)

Appendix c

Licensed Training Provider Agreement

Facility Locations

<u>Facility Name & Address</u>	<u>Facility Contact Name</u>	<u>Facility Contact's Email Address & Phone</u>
Community Education Campus 2575 West 88 th Street Bloomington, MN 55431	Betsy Miller	bmiller@isd271.org 952-681-6134
Valley View Middle School 8900 Portland Avenue South Bloomington, MN 55420	Betsy Miller	bmiller@isd271.org 952-681-6134
Hubert Olson Middle School 4551 West 102 nd Street Bloomington, MN 55431	Betsy Miller	bmiller@isd271.org 952-681-6134
Oak Grove Middle School 1300 West 106 th Street Bloomington, MN 55431	Betsy Miller	bmiller@isd271.org 952-681-6134
Westwood Elementary School 3701 West 108 th Street Bloomington, MN 55437	Betsy Miller	bmiller@isd271.org 952-681-6134

Appendix C
Licensed Training Provider Agreement
Facility Locations

<u>Facility Name & Address</u>	<u>Facility Contact Name</u>	<u>Facility Contact's Email Address & Phone</u>
Central Education Center 7145 Harriet Avenue South Richfield, MN 55423	Carole McNaughton-Commers	c.mcnaughton-commers@rpsmn.org 612-243-3001
Richfield Middle School 7461 Oliver Avenue South Richfield, MN 55423	Carole McNaughton-Commers	c.mcnaughton-commers@rpsmn.org 612-243-3001



Authorized Provider Agreement - K-12 School Partnership Program Addendum

Courses, Equipment, Materials, and Fees

The School Partnership Program provides free, non-certified training designed specifically for students. In exchange for the free student training programs, schools should be asked to commit to use the Red Cross for all certified training, such as First Aid/CPR/AED, Lifeguarding and Water Safety Instructor.

Although the student training is free, schools must still be or become an authorized provider to participate. Schools are required to train one or more employees as Red Cross-certified instructors to teach First Aid/CPR and/or Learn-to-Swim, appropriate to the program they are teaching. Schools should enroll their staff in regularly scheduled instructor classes at the standard rates.

By participating in the School Partnership Program, fees for the following courses may be waived:

Courses Offered by Participating School/AP	Course Code	American Red Cross Instructor Authorization (required to teach this course)
Section 1 – Instructor-Led Courses		
CPR for Students	HSSSCH102	First Aid/CPR/AED Instructor
First Aid for Students	HSSSCH101	First Aid/CPR/AED Instructor
First Aid and CPR for Students	HSSSCH103	First Aid/CPR/AED Instructor
Level 1 – Introduction to Water Skills	HSSAQU206	Water Safety Instructor
Level 2 – Fundamentals of Aquatic Skills	HSSAQU207	Water Safety Instructor
Level 3 – Stroke Development	HSSAQU208	Water Safety Instructor
Level 4 – Stroke Improvement	HSSAQU209	Water Safety Instructor
Level 5 – Stroke Refinement	HSSAQU210	Water Safety Instructor
Level 6 – Swimming and Skill Proficiency	HSSAQU211	Water Safety Instructor
Level 6 – Swimming and Skill Proficiency Fundamentals of Diving	HSSAQU212	Water Safety Instructor
Level 6 – Swimming and Skill Proficiency Fitness Swimmer	HSSAQU213	Water Safety Instructor

Courses Offered by Participating School/AP	Course Code	American Red Cross Instructor Authorization
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		(required to teach this course)
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Section 2 – Leader-Led Courses		
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Longfellow's WHALE Tales	HSSAQU102	None
Scrubby Bear – Personal Hygiene	HSSCAR114	None
Masters of Disaster (disaster preparedness)	PRMODXXX	None

Section 3 – Learn-to-Swim Facility Fees		
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LTS Facility Fee 0 - 75 - with RC LG - Aquatic Rep Approval Required	HSSAQU601	N/A
LTS Facility Fee 0 - 75 - No RC LG - Aquatic Rep Approval Required	HSSAQU601N	N/A
LTS Facility Fee 76 - 500 - with RC LG - Aquatic Rep Approval Required	HSSAQU602	N/A
LTS Facility Fee 76 - 500 - No RC LG - Aquatic Rep Approval Required	HSSAQU602N	N/A
LTS Facility Fee 501 - 999 - with RC LG - Aquatic Rep Approval Required	HSSAQU603	N/A
LTS Facility Fee 501 - 999 - No RC LG - Aquatic Rep Approval Required	HSSAQU603N	N/A
LTS Facility Fee 1000 + - with RC LG - Aquatic Rep Approval Required	HSSAQU604	N/A
LTS Facility Fee 1000 + - No RC LG - Aquatic Rep Approval Required	HSSAQU604N	N/A

Instructor Course Fees (not waived)	
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First Aid/CPR/AED Instructor Course fee	\$500.00
Lifeguarding Instructor Course fee	\$500.00
Water Safety Instructor	\$300.00

AP fees (For certification courses, not waived)	
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Standard First Aid	\$19 per person
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CPR/AED	\$19 per person
Adult First Aid/CPR/AED	\$27 per person
Lifeguarding	\$35 per person
Water Safety Instructor	\$35 per person

Notes:

1. Participating schools are expected to submit records for all training activity, including non-fee courses.
2. For First Aid and CPR for Students: Students receive a course completion card, not a two-year certification.
3. To be eligible for waived fees for the Learn-to-Swim facility fees, the school must enroll in – and maintain enrollment in – the annual Learn-to-Swim program.
4. Longfellow’s WHALE Tales, Scrubby Bear and Masters of Disaster may be taught by a non-certified instructor who has orientated themselves to the materials (please see the “Instructor/Leader” information in the following section.
5. The FREE school offer waives K – 12 student learner fees, but no discounts are available for adult or instructor-training courses. For schools wishing to offer certified training for its students, standard pricing applies.
6. The FREE school offer does not apply to continuing education programs.

In exchange for the free student training programs, schools are asked to report on all training activity, commit to use the Red Cross for all certified training, such as First Aid/CPR/AED, Lifeguarding, etc. In addition, you are asked to partner with the Red Cross in any or all of the following ways:

Opportunity	Interested?
Hold a fundraiser.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Host a blood drive.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Start a Red Cross Club.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Become a community shelter during emergencies.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

School Name: ISD 271 Bloomington	American Red Cross
School Signature:	Red Cross Signature:
Name:	Name: Cindy Dassow



Title:	Title: Territory Aquatic Specialist
Date:	Date: