



Technology Consulting Services Contract

This consulting agreement (“Agreement”) is made and entered into on _____ (“Effective Date”) between MBBT LLC, a Missouri LLC (“MBBT” or “Contractor”) and Platte County School District (“Client”), a public school district and political subdivision of the State of Missouri. Client desires to engage MBBT as an independent contractor to perform consulting services for Client, on the terms and conditions set forth below:

1. Services and Compensation

1.1 Engagement and Services

The terms of engagement are described in Attachment 1 (“the Services”). If Client requests additional services, the parties will sign a separate attachment to this Agreement. All attachments must be executed by the parties, and are subject to the terms and conditions of this Agreement.

Contractor shall use reasonable efforts to meet delivery dates and project specifications for the work product set forth in the attachment(s).

1.2 Compensation

In consideration for the performance of the services, Client agrees to pay the Contractor the compensation set forth in the applicable attachment within 30 days of receipt of the invoice.

2. Work Product

Any Work Product that constitutes copyrightable subject matter shall be considered "works made for hire" as that term is defined in the United States Copyright Act (17 U.S. C. Sec. 101) with Client as the sole author and owner thereof. Notwithstanding the above, Client agrees that Contractor may use “works made for hire” for portfolio and reference purposes.

3. Reports

Contractor certifies that it will, from time to time during the term of this Agreement or any extension thereof, keep Client advised as to Contractor's progress in performing the services hereunder and that Contractor will, as requested by Client, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of Contractor's Services.

4. Term and Termination

4.1 Commencement and Termination Dates

This Agreement will commence on the date first written above and will continue until the earlier of (i) final completion of the Services or (ii) earlier termination as provided below.



4.2 Client's Right to Terminate Agreement

Client and/or Contractor may terminate this Agreement upon giving 20 business days prior written notice. Client and/or Contractor may terminate this Agreement for default immediately and without prior notice if Contractor refuses to or is unable to perform the services or if Client/Contractor is in breach of any material provision of this Agreement.

4.3 Rights and Duties on Termination

Upon such termination, all rights and duties of the parties toward each other cease except:

- (i) that Client shall be obliged to pay, within 14 days of the effective date of termination, all amounts owing to Contractor for unpaid Services actually performed, and related expenses, if any; and
- (ii) Sections 2 (Ownership), 5 (Limitation of Liability), 6 (Independent Contractor) and 8 (Indemnification) shall survive termination of this Agreement, and
- (iii) Contractor shall return to Client any and all Work Product, whether completed or in progress, and all materials supplied by Client to Contractor.

5. **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6. **Independent Contractor**

Nothing in this Agreement shall in any way be construed to constitute Contractor as an agent, employee or representative of Client, but Contractor shall perform the Services hereunder as an Independent contractor.

7.1 Agreement to Arbitrate

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8. Indemnification

To the extent permitted by law, Client will indemnify Contractor and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorney fees and costs of suit, arising out of or in connection with, any violation or claimed violation of a third party's rights resulting in whole or in part from Contractor's use of or interaction with Client's products or any other services provided under this Agreement.

Contractor will indemnify Client and hold it, its governing Board, officers, agents, and employees harmless from and against all claims, liabilities, damages and expenses, including reasonable attorney fees and costs of suit, arising out of or in connection with, any violation or negligent act or omission, or willful misconduct of Contractor or any person, firm or corporation, employed by Contractor, in connection with Contractor's performance under this Agreement.

9. Entire Agreement

This Agreement is the entire Agreement of the parties and supersedes any prior or contemporaneous Agreements between them, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified, replaced or rescinded except pursuant to a written instrument signed by a duly authorized representative of each party. If any provisions of this Agreement are determined by a court of competent jurisdiction or other adjudicative body to be invalid, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur, and no waiver hereunder shall be effective unless in writing and signed by a duly authorized representative of the party to be charged with such waiver.

10. General Provisions

10.1 Non-Waiver

No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.

10.2 Severability

In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid in full force and effect.

10.3 Governing Law, Jurisdiction and Venue

This Agreement shall be governed in all respect according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Platte County, Missouri.

10.4 Sovereign Immunity

Nothing in this Agreement shall constitute any waiver of the Client's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et. seq., of the Missouri Revised Statutes.

10.5 Assignment and Subcontracting

Contractor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the prior written consent of the Client.

10.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

10.7 Background Check

Contractor shall not use any employee to provide Services to the Client who is a registered sex offender. This condition shall also apply to any subcontractors of the Contractor.

Contractor shall provide to Client an affidavit certifying that it has conducted a background check within the last calendar year on any employee, subcontractor, or subcontractor's employee who provides Services that allow for the individual to be left alone with students on Client property and that all such individuals have successfully passed such background checks. Background checks must, at a minimum, be the same type of background check that must be conducted for an employee or "screened volunteer" pursuant to Section 168.133, RSMo.

10.8 Compliance

Contractor shall adhere to all applicable laws, rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including, but not limited to, Board Policies and Regulations of the Client's Board of Education, and the Family Educational Rights and Privacy Act (FERPA).

10.9 Relationship of the Parties

Nothing herein shall create or be construed as creating a partnership, joint venture, or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

10.10 Force Majeure

In the event it should become impossible for either Party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due to the party's own fault or negligence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MBBT LLC 403 NW 1251 st Road Holden, Missouri 64040	Platte County School District 998 Platte Falls Road Platte City, MO 64079
<u>Melissa Tebbenkamp</u> [authorized Representative]	 [authorized Representative]
<u>Owner</u> [Title]	 [Title]
 [Signature]	 [Signature]

Attest: Secretary of Board of Education

Attachment 1 Schedule of Consulting Services and Compensation

1. Acknowledgement

Any advice or opinion provided to Client is based on Contractor's interpretation, experience and expertise in the field of education technology leadership and best practices. At no time is Contractor's opinion/advice to be considered legal advice.

2. Scope of Services

1. Current Technology Landscape Assessment

- a. Evaluate existing technology infrastructure, hardware, software, and network capabilities
 - i. On-site network engineers will work with the PCR-3 staff to gather network device (switches, routers, firewall, and wireless controllers) configurations to determine industry standard compliance with regard to administrative access, SNMP parameters, VLAN configuration, wireless security access, and routing logic. Additionally, network engineers will gather a sampling of network traces to determine data flow and protocols utilized on the network.
 - ii. Evaluation of on-premise server hardware and operating systems.
 - iii. An evaluation of core operational software will be conducted to determine current technology alignment and potential needs.
- b. Assess classroom technology integration, including devices, interactive whiteboards, and other educational technology tools
 - i. Review of instructional goals, inventories, utilization data, and stakeholder feedback to determine current classroom technology alignment and potential needs
- c. Review special program technology needs (e.g., PLTW, broadcasting, Innovation teams)
 - i. Review of program goals and curriculum provided along with stakeholder feedback to determine current technology alignment and potential needs

2. Device Management and Refresh Planning

- a. Assess current device inventory for both staff and students
 - i. A review of current classroom equipment using the district-provided standard technology inventory, classroom counts, student enrollment, and instructional staff counts will be conducted with a comparison of district equipment against industry standards.
- b. Evaluate the existing device refresh cycle and recommend improvements
- c. Analyze total cost of ownership (TCO) for various device options
 - i. Utilizing district-provided information regarding device damages, repairs, and cost of repair parts, an estimated total cost of ownership will be determined.
- d. Provide recommendations for a 4-year device refresh plan

3. Infrastructure and Network Evaluation

- a. Omitted from project scope

4. Learning Management System (LMS) and Educational Software Review

- a. Evaluate the current LMS and its effectiveness
 - i. Review of district-provided LMS utilization data and gather additional stakeholder feedback to assess the effectiveness of the current LMS.

- b. Assess educational software licenses and usage
 - i. Using district-provided system utilization data, core instructional systems will be evaluated. If needed, assistance in gathering utilization data will be provided.
 - ii. Analysis of system utilization, cost, and licensing structure will be conducted.
- c. Identify potential new software or platform needs based on curriculum requirements
 - i. Review of core program goals and curriculum provided along with stakeholder feedback to determine current software alignment and potential needs

5. Professional Development and Training Assessment

- a. Review current technology-related professional development offerings
- b. Assess the effectiveness of existing training programs
 - i. Review of previous applicable stakeholder survey questions/responses, data collections, and program reports. Examples might include professional learning surveys, new teacher feedback, program evaluation, surveys regarding teacher perception of technology and/or technology tools, etc.
 - ii. A gap analysis will be performed to determine additional information needs and the most effective methods for data collection.
 - iii. Additional stakeholder feedback will be gathered through survey questions and focus groups.
- c. Recommend improvements for ongoing coaching and support mechanisms

6. Technical Support and Maintenance Evaluation

- a. Analyze current IT support structure and staffing levels
 - i. Utilizing student enrollment, staff FTE, special programs, and inventory data, staffing levels and structure will be compared to area districts and recommended best practices.
- b. Assess help desk operations and service delivery
 - i. Help desk operations and service delivery will be assessed using available call log data, work order ticket trends, ticket response data, and stakeholder feedback.
- c. Evaluate existing maintenance and repair processes for devices
 - i. The current technology hardware repair and maintenance process for student and staff devices will be evaluated and compared to the district's desired service level agreement.

7. Budgeting and Resource Allocation

- a. Review current technology budget and spending patterns
 - i. Technology spending will be assessed utilizing district-provided budget information. The level of line-item detail will determine the level of detail and accuracy in the final analysis and projections.
- b. Assess technology procurement practices
 - i. Technology procurement practices will be assessed against district policies and procedures and industry best practices. Recommendations for improvement will be provided as needed.
- c. Recommend sustainable funding mechanisms for ongoing technology initiatives
 - i. An evaluation of available federal funding, including eRate and Title funds, will be conducted. Additional common grant and funding mechanisms will also be explored. Recommendations will be provided for ongoing sustainability.
 - ii. A framework for an ongoing 5-year technology spending forecast will be provided including templates for zero-based technology budgeting.

8. Special Education Technology Needs

- a. Evaluate technology provisions for Special Education students and identify any technology enhancements that may support the learning of students with special needs.
 - i. An analysis of provided special education software and hardware inventories, non-identifiable information regarding student IEP goals and accommodations, and overall program goals will be reviewed to identify gaps and areas for enhancement.

9. Safety and Security Technology Needs

- a. Conduct an audit of current video surveillance software and hardware used for the purpose of safety and security.
 - i. A review of the current security video system will be conducted. This review will include an analysis of overall system reliability, utilization, and capabilities compared to industry standards. This review will not include an assessment of individual cameras or building hardware.
- b. Conduct an audit of current building access controls and intercoms throughout all District facilities.
 - i. A review of the current access control and intercom systems will be conducted. This review will include an analysis of overall system reliability, utilization, and capabilities compared to industry standards. This review will not include an assessment of individual cameras or building hardware.

10. Stakeholder Input and Communication

- a. Conduct surveys or interviews with key stakeholders (administrators, teachers, students, parents) to gather input on technology needs and priorities.
 - i. A review of the previous three years of applicable stakeholder survey questions/responses, data collections, and program reports will be conducted.
 - ii. A gap analysis will be performed to determine additional information needs and the most effective methods for data collection.
 - iii. Stakeholder interviews and engagement will be developed collaboratively with direct input from the district. Stakeholder engagement may include one-on-one sessions, questionnaires, surveys, small focus groups, and larger focus groups with breakout discussion sessions.
 - iv. As the district is conducting similar data collection as part of the district strategic planning process, we will take care to avoid duplicating data collection efforts.

3. Expectations of Service

3.1 Expectations of Contractor:

- a. Contractor will work with Client to prioritize scope components and refine an audit completion timeline.
- b. Contractor will provide recommendations and progress updates as needed.
- c. Contractor will provide a final report and presentation to the technology planning committee.

3.2 Expectation of Client:

- a. Client will ensure that appropriate district staff is available and responsive.
- b. Client will provide documentation/information as requested.

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c. Client will engage in regular progress meetings.

4. Compensation

4.1 The Contractor will be paid according to the following:

- a. Audit services contained within the Scope of Services will be provided at a rate of \$63,500 to be billed on the following schedule:
 - \$10,000 upon contract approval, \$8,000 monthly November 2024 – March 2025, and \$13,500 upon project completion
 - Services are expected to conclude no later than April 2025. If the refinement of the implementation modifies the timeline, the payment schedule may be adjusted so that \$10,000 is billed upon approval, \$13,500 upon project completion, and the remaining \$40,000 is distributed equally each month.
- b. Services provided outside of the above Scope of Services will be billed at a rate of Two Hundred and Sixty Dollars and Zero Cents (\$260.00) per hour.
 - Virtual services will be billed at a minimum of thirty (30) minutes per engagement. Onsite visits will be billed at a minimum of three (3) hours.
 - All time for services will be calculated in fifteen (15) minute increments.
 - Blocks of at least 10 hours can be purchased in advance at a rate of Two Hundred and Thirty-Five Dollars and Zero Cents (\$235.00) per hour.
 - Contractor will bill Client monthly for additional services provided.
- c. The Client agrees to pay Contractor within forty-five (45) business days of receipt of the invoice. A late fee of 5% may be assessed every 30 calendar days if payment is delinquent.

MBBT LLC	Platte County School District
<u>Melissa Tebbenkamp</u> [authorized Representative]	_____ [authorized Representative]
_____ [Signature]	_____ [Signature]