

AGREEMENT
by and between
BRIGHTON CENTRAL SCHOOL DISTRICT
and
EMS LINQ, LLC
regarding
Digital Resources

This Agreement ("Agreement") is entered into this 15th day of May 2025 ("Effective Date") by and between the Brighton Central School District, with its principal place of business located at 2035 Monroe Avenue, Rochester, NY 14618, and EMS LINQ, LLC, a Texas corporation with its principal place of business located at 2801 Via Fortuna, Suite 400 Austin, Texas 78746.

WHEREAS, the Brighton Central School District ("District") is a school district formed and established pursuant to the Laws of New York State; and,

WHEREAS, the District is authorized by law, including under New York State Education Law §1709 to enter into agreements with independent contractors to perform services of this type; and,

WHEREAS, EMS LINQ, LLC. ("LINQ") is a corporation duly authorized to conduct business in New York State which provides digital resources services to entities including school districts;

WHEREAS, District and LINQ are Parties to an underlying agreement comprised of LINQ's Master Subscription Agreement, accessible at <https://www.linq.com/legal/master-subscription-agreement/> and,

WHEREAS, the Parties desire to enter into a contract for LINQ to provide the District with digital resource services for the 2025-2026 school year as more specifically set forth below; and,

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. WORK TO BE PERFORMED: LINQ agrees to perform the following for the District during the term of this Agreement and subject to the terms and conditions contained herein:
 - a. LINQ shall provide a custom SNAF Website and Menu for the Food Service Department.
 - b. LINQ shall provide Digital Menu Displays for Brighton High School.

- c. Upon request, LINQ shall provide updates to the Superintendent and/or Board as to the status and progress of the work performed pursuant to this Agreement.

2. PAYMENT:

- a. In return for LINQ providing the services set forth herein, the District shall provide payment to LINQ in an amount up to but not to exceed one thousand, five hundred, twenty-eight dollars and ninety-one cents. (July 1, 2025 – June 30, 2026).
- b. The District agrees to pay LINQ in accordance with District policy for reimbursement upon presentation by LINQ of invoices to the District. LINQ must provide such invoices on a monthly basis to the District.
- c. LINQ acknowledges and accepts that the District has up to forty-five (45) days for payment upon receipt of LINQ's invoice.
- d. In the event that LINQ engages any third party to provide services to the District pursuant to this Agreement, LINQ shall furnish the District with the invoice of the third-party vendor together with proof of payment by LINQ to said vendor. This shall be a condition for payment for any reimbursement for third-party service engaged by LINQ pursuant to the Agreement.

3. INDEPENDENT CONTRACTOR STATUS:

- a. The Parties agree that LINQ shall be deemed an Independent Contractor of the District and shall in no manner be deemed an employee of the District.
- b. LINQ acknowledges its status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because LINQ is an independent contractor, the District will not make deductions from payments to LINQ for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The District will issue a 1099 form at the end of each taxable period for monies paid to LINQ. The District shall make no payments or report LINQ's work to any State retirement system for purposes of pension credit.
- c. The District shall not be responsible to pay LINQ as an Independent Contractor for any expenses paid or incurred by it unless agreed to in writing.

- d. No workers' compensation insurance shall be obtained by the District covering LINQ or its employees. LINQ shall comply with the workers' compensation law concerning it and its employees.
4. INSURANCE: LINQ shall provide the District proof it possesses insurance policies of comprehensive general liability, malpractice and/or other insurance as shall be necessary to insure itself. Such insurance coverage shall name the District and the Board of Education as additional insured, against claims for liability, personal injury or death occasioned directly by LINQ in connection with the performance of LINQ's responsibilities under this Agreement. Each such policy shall provide a minimum coverage of one million dollars in the event of injury or death to one person, and three million dollars in the event of injury or death to more than one person as the result of the same incident. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Bests rating of A minus. There shall be a thirty (30) day written notice to the District in the event of cancellation or non-renewal of such insurance. LINQ shall provide the District with a copy of the Certificate of Insurance, naming the District and the Board of Education as additional insured and requiring at least thirty (30) days' prior written notice of cancellation or non-renewal of such policy.
5. TERMINATION OF AGREEMENT: The District or LINQ may terminate this agreement at any time upon sixty (60) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the Parties at the addresses set forth in this Agreement.
6. ASSIGNABILITY: This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the District.
7. GOVERNING LAW: This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in

the Supreme Court of the State of New York, Monroe County, or in the United States District Court for the Western District of New York.

8. IRAN DIVESTMENT ACT: By entering into this Agreement, LINQ certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the NEW YORK STATE OFFICE OF GENERAL SERVICES website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. LINQ agrees that should it seek to renew or extend its Agreement, it also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the District may approve a request for Assignment of Contract.

During the term of the Contract, should the District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then the District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring LINQ in default.

9. EXCLUDED/DEBARRED PARTY CLAUSE: LINQ represents and warrants that it, nor its employees or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event LINQ, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, LINQ will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to LINQ, the District reserves the right to immediately cease contracting with LINQ.

LINQ further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

1. The General Services Administration's Federal Excluded Party List System (or any successor system);
2. The United States Department of Health and Human Services Office of the Inspector General list of Excluded individuals and entities or successor list; and,
3. The New York State Department of Health's Office of the Medicaid Inspector General's list of restricted terminated or excluded individuals or entities.

In the event an excluded party is discovered, LINQ will notify the District in writing within three (3) days of such event. Upon the occurrence of such event, whether or not such notice is given to LINQ, the District reserves the right to immediately cease contracting with LINQ.

10. COMPLETE AGREEMENT: This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.
11. CONFLICTS OF INTEREST: LINQ shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to the District, or serve in any of the foregoing capacities for any of the District's competitors or prospective competitors, without giving prior written notification to the District. LINQ hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. LINQ shall advise the District if a conflict of interest arises in the future.
12. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION: LINQ its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. LINQ, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such

information, directly or indirectly with third parties, except as provided for in this Agreement. LINQ further agrees that any information received by LINQ, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the District, its employees, agents, clients, and/or students will be treated by LINQ, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, LINQ shall immediately notify the District and advise it as to the nature of the breach and steps LINQ has taken to minimize said breach. LINQ shall indemnify and hold the District harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement. LINQ acknowledges responsibility to maintain the security and privacy of student and school data and responsibility to adhere to the provisions of New York Education Law Section 2-d.

13. DOCUMENTS: LINQ agrees to execute any and all documents prepared by the District and to do all other lawful acts as may be required by the District to establish, document, and protect such rights. LINQ, when directed, shall provide written reports with respect to the services rendered hereunder.
14. DISTRICT REGULATIONS: LINQ shall comply with all applicable regulations of the District including, not limited to, those regarding security and acceptable use.
15. NON-DISCRIMINATION REQUIREMENTS: To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, LINQ agrees it and those it employs or contracts with to provide services pursuant to this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, or any other basis protected by law.


16. SEXUAL HARASSMENT: Federal law and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for District employees or students. LINQ shall exercise control over itself and employees so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that LINQ or any of its employees have committed an act of sexual harassment, upon notice from the District, LINQ shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.
17. SMOKING POLICY: The District's schools are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the District. LINQ shall fully comply with this smoke-free policy.
18. DRUG FREE WORKPLACE: Neither LINQ nor any employee of LINQ shall engage in the unlawful manufacture, distribution, possession, or use of a controlled substance while performing any activity covered by this Agreement. The District reserves the right to request a copy of LINQ's Drug-Free Workplace Policy. LINQ shall insert a provision similar to this section in all subcontracts or contracts with third parties for services to be performed pursuant to this Agreement.
19. COMPLIANCE WITH LAW AND SCHOOL POLICY: The Parties shall perform all obligations under this Agreement in accordance with all federal, state and local laws, rules and regulations directly applicable to them. LINQ shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement. In addition, LINQ shall comply with any of the District's written safety policies that are generally applicable to visitors and contractors entering District grounds, provided that such policies are provided to LINQ for review in reasonable time in advance of it entering school grounds. LINQ will replace within a reasonable time of notice from the District, any personnel

assigned to perform work on District premises in the event the District has a reasonable basis for such request.

IN WITNESS WHEREOF, the Parties hereto have each caused to be affixed hereto its or his/her hand and seal the day indicated below.

BRIGHTON CENTRAL SCHOOL DISTRICT

EMS LINQ, LLC

By: 

By: 524E67D7CB014BE...

Title: Director of Technology Services

Title: Controller

Date: 6/3/25

Date: 6/2/2025