

Contracts

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3 M Service Agreement
TFHS

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067



SERVICE AGREEMENT EXPIRATION NOTICE

July 23, 2013

Service Agreement: US40723

Service Agreement Expiration Date: October 29, 2013

3M Account # : WRM3591

TWIN FALLS SCHOOL DISTRICT #411

Attn: ~~VIVIAN WELLS~~ Library

TWIN FALLS HIGH SCHOOL

1615 FILER AVE E

TWIN FALLS, ID 83301

Dear ~~VIVIAN~~,

I'm writing to you today to remind you that in 90 days your 3M Service Agreement will expire. You will need to renew your Service Agreement to continue coverage on your 3M™ Library Systems equipment.

In today's world there is no smarter investment than a 3M Service Agreement. It provides peace of mind knowing that your 3M Library Systems equipment will be functioning when you need it most to provide the services your customers have come to rely upon.

Complete equipment coverage

3M Library Systems advanced solutions help enhance the productivity of your library staff through industry leading technology. Even though great care goes into every product we build, it's impossible to manufacture a system that is 100% reliable for as long as you own it. That's why there is no smarter investment than a 3M Service Agreement.

Our Service Agreement covers labor, parts and equipment modifications necessary to keep your equipment operating at peak performance.

In short, we take care of practically everything.

Rapid response to your service needs

You can request service via our 800 number 24 hours a day, 7 days a week. While many issues can be quickly resolved over-the-phone, should you require on-site service, we offer a nationwide network of trained professionals ready to return your 3M system to full operation.

3 M Service Agreement
TFHS

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067

Help eliminate expensive surprises

Your 3M Service Agreement helps you continue to receive the value provided by your 3M Library Systems purchase, and no one knows how to maintain your 3M equipment better than 3M service professionals. Should you choose not to renew your 3M Service Agreement, will you be ready for the unexpected?

Time and materials charge labor rates are \$250 per hour plus a callout charge of \$325 to \$425 depending on your service zone. You will also be responsible for the cost of any necessary replacement parts. You can see that just a single call could more than cover the cost of a whole year's Service Agreement coverage. Is it really worth it to take a chance?

Renewing is easy

Give yourself the peace of mind that renewing your 3M Service Agreement provides today. Just fax or mail a renewal purchase order to the number or address indicated below. You can also use your Visa or MasterCard (just call the number below for information on doing this). Your renewal price is guaranteed for a limited time, so please take a moment and renew today!

Did you know you can now place a service call or renew your service contract on line?
Visit us at www.3m.com/uslibraryservice for details.

Sincerely,

Service Sales Representative
Telephone: 800-328-0067, Opt 1, Opt 2
Fax: 888-263-1916

Return to: 3M Library Systems Contracts
Attn: Contract Administrator
PO Box 33900
St Paul, MN 55133-3900

P.S. If someone else is responsible for responding to this notice, please forward this letter to them! Thank You!

3M Service Agreement
TFHS

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067

Date: 7/23/2013
Service Agreement: US40723
Charge To Account #: WRM3591
Contact: ~~VIVIAN WELLS~~
Telephone: 208-733-6551 X3008
Renewal Period: 10/30/13 to 10/29/14

If this service agreement is accepted, coverage will be afforded for the months of September through May. Any service performed by 3M in June, July, or August will be chargeable.

3M Products(s) Located at: TWIN FALLS SCHOOL DISTRICT #411
TWIN FALLS HIGH SCHOOL
1615 FILER AVE E
TWIN FALLS ID 83301
3M Acct #: WRM3591

Model	Model Type	Serial ID	Start Date	End Date	Amount
Detection System	3802DM	3829663	10/30/13	10/29/14	\$1,582.00

TOTAL \$1,582.00

Please Add Applicable Tax: \$

Payment Terms are "Net 30"

Notes:

3M Service Agreement
TFHS

3M Library Systems
3M Center
PO Box 33900
St. Paul, MN 55133-3900
800-328-0067

Please indicate your intentions below:

☒ Yes, I wish to renew the Service Agreement: US40723 (Please attach your Purchase Order and return it to the address listed below.)

Please indicate billing frequency preference:

☒ Annual _____ Semi-annual _____ Quarterly _____ Monthly _____
(\$100.00 Fee) (\$200.00 Fee) (\$600.00 Fee)

Purchase Order Number: 40144 (Please provide if you require a purchase order on your invoice.)

_____ Indicate here if you wish to pay by check. (Please DO NOT enclose a check. You will be invoiced at a later date.)

_____ No, I do not wish to renew the Service Agreement.

Reason for Cancellation: _____

_____ I am interested in purchasing additional library equipment. Please have my Sales Representative contact me.

Please enter below the name of the person authorizing the renewal or cancellation of the Service Agreement.

Name (Please Print) Telephone Number Fax Number Date

Email Address

Service Sales Representative
Telephone: 800-328-0067, Opt 1, Opt 2
Fax: 888-263-1916

Return to: 3M Library Systems Contracts
Attn: Contract Administrator
PO Box 33900
St. Paul, MN 55133-3900

THIS IS NOT AN INVOICE

Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, 3M will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized 3M Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. 3M agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours When 3M is notified that the Equipment is not in good working order. 3M will provide a toll-free telephone number for Customer to place, and 3M will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications 3M deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of 3M.

Software: In consideration of payment of the agreement price, 3M will furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this agreement as well as updates necessary to maintain the 3M Software specified in this agreement in proper operating condition during the term of this agreement, provided that the 3M Software is installed and used as directed. 3M agrees to provide:

- All software configuration modifications 3M deems necessary to maintain the 3M Software in good working order
- 3M Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and 3M to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during 3M Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and 3M is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow 3M's published operating instructions; (vi) modification, service or repair of the Equipment by other than 3M authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by 3M or its authorized distributor(s), (xv) modification, or repair of the 3M Software by other than 3M authorized personnel; (xvi) use of the 3M Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non-3M Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by 3M, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Library Systems
3M Center, Building 225-4N-14
St. Paul, MN 55144-1000
1-800-328-0067
www.3M.com/library

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78-8123-7221-3 Rev B

Printed in U.S.A.



Support Services

Clara Allred, Director of Support Services
301 Main Ave W Twin Falls, 208 733 8456 Fax –
208 733 8456 - allredcl@tfsd.org

SERVICE AGREEMENT FOR CNA/LPN/RN STAFF - 2013/2014 School Year

A Caring Hand Home Health Care here in after referred to as "Agency" agrees to provide the following service to **Twin Falls School District No. 411** hereinafter referred to as "Client".

Services

The AGENCY will provide CNA/LPN/RN staff to be available to student for the purpose of providing Personal Care Services to qualifying students with an established care plan written by the Supervising RN. AGENCY staff will have completed the required criminal history check, and be in good standing with the Idaho State Board of Nursing. The Agency will provide the district with proof of Liability and Workman's Comp Insurance, a current W-9 form. The Agency will also provide current service provider (Nurses) paperwork.

(Fee for Services)

The above service will be provided at a rate of:

T1004	CNA	\$17.00
T1003	LPN	\$28.00
T1002TD	RN	\$47.00 (to include skilled services and training)
G9002	RN Assessment	\$90.00 (Annual Assessment)
T1001	Supervisory RN	\$47.00 (one visit and/or as needed per month)

\$ 0.455 per mile for travel between schools

\$ 55.00 per hour for RN to be present at IEP meetings

Medical Supplies as needed for student as written in care plan.
(i.e. supplies not provided by parents-wipes, absorbent changing pads)

This is a one School year contract. Fees for service will be in effect From August 15, 2013 until June 30, 2014 at which time fees may be renegotiated.

Termination of Agreement

The AGENCY or the CLIENT shall have the right to terminate this agreement at any time by mutual agreement. The AGENCY must give the CLIENT a minimum of thirty (30) days' notice in writing. The CLIENT may terminate the agreement with twenty-four (24) hours' notice to the AGENCY.

The CLIENT will be billed immediately following services rendered by AGENCY, If the bill for services is in receipt no later than the 15th of each month, payment will be made to A Caring Hand Home Health Care following the meeting and approval of the School Board. All outstanding balances are subject to an 18% annual interest rate.

A CARING HAND HOME HEALTH CARE

TWIN FALLS SCHOOL DISTRICT

Administrator

Mary Huntington

Date



8/15/13

Administrator

Clara Allred

Date

8/14/13

		Document Type Contract																		
		Office Use Only Joel Forcier																		
		PEARSON ISV PARTNER																		
Sales Representative Art Benson		Type of School Public																		
		Today's Date 6/3/2013																		
SCHOOL INFORMATION																				
School/District Name Twin Falls School District		Phone (208)733-6900																		
Address 1 201 Main Avenue West		Fax (208)733-6987																		
Address 2 		Email ohlensehnenji@tfsd.org																		
City Twin Falls		Primary Contact Jim Ohlensehnen																		
State ID	Zip Code 83301	Country USA																		
BILLING INFORMATION																				
Same as Above? <input type="checkbox"/>																				
School/District Name 		Phone 																		
Address 1 		Fax 																		
Address 2 		Email 																		
City 		Primary Contact 																		
State 	Zip Code 	Country USA																		
RATE & CONTRACT INFORMATION																				
<input checked="" type="checkbox"/> One-Year Agreement <input type="checkbox"/> Three-Year Agreement																				
Product	Rate	Quantity	Total	Bill Date	Term															
Unlimited Email, Voice and SMS	\$ 1.49	8,300	\$ 12,367.00	7/1/2013	1															
Set Up	\$ 500.00	1	\$ 500.00	7/1/201	NRC															
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
			Total	\$12,867.00																
NRC - Non Recurring Charge																				
PAYMENT TERMS																				
Comments: <div style="border: 1px solid black; height: 80px; margin-top: 5px;"></div>			Payments Due as Follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Service Period</th> <th style="text-align: right;">Amount</th> <th style="text-align: left;">Date</th> </tr> <tr> <td>7/1/13-6/30/14</td> <td style="text-align: right;">\$12,867.00</td> <td>8/1/2013</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$12,867.00</td> <td></td> </tr> </table>			Service Period	Amount	Date	7/1/13-6/30/14	\$12,867.00	8/1/2013							Total	\$12,867.00	
Service Period	Amount	Date																		
7/1/13-6/30/14	\$12,867.00	8/1/2013																		
Total	\$12,867.00																			
 Customer Signature <small>Customer: By signing above I agree to listed Prices, Terms and Services.</small>			Contract Start Date 7/1/2013 Contract End Date 6/30/2014																	
© 2013 Alert Solutions PO Box 20160 Cranston, RI 02920 Phone: (877) 424-2987 Email: Pearson@AlertSolutions.com Website: www.PowerSchool.AlertSolutions.com																				

Alert Solutions - All Schools



PEARSON BY PARTNER

Contract Term

This contract is valid for **12** months from date of execution.

Who are we, and how do we work together?

Service Provider is a division of Alert Solutions, a Delaware corporation, and is in the business of operating a web-based interface system by which customers can broadcast, transmit, or otherwise distribute documents and information via electronic mail, facsimile, voice and other means. In this contract all of these means are referred to as "messaging" or "transmitting". Service Provider is authorized to enter into this contract on behalf of Alert Solutions.

Customer is establishing or has established a business relationship with Service Provider whereby Service Provider will permit the Customer to utilize its messaging facilities subject to the terms of this Messaging Content and Transmission Contract (the "Contract"). Only the President of the Service Provider is authorized to amend or waive any of the provisions of this Contract, and such waiver must be in writing signed by the Service Provider's President. In each instance, if Customer breaches any of its obligations under this Contract or the Messaging Content and Transmission Contract, the Service Provider may, at its option, terminate the Customer's access to Service Provider's website facilities. Failure to take such action in one or more instances shall not constitute a waiver of such right as to any subsequent breach by the Customer.

What are Service Provider's Responsibilities?

Service Provider agrees to protect the privacy and confidentiality of all mailing lists consisting of names, addresses, e-mail addresses, phone or fax numbers, together with the content furnished by Customer, from any unauthorized personnel, both within and outside Service Provider's organization, by utilizing the same method(s) used to protect Service Provider's own highly confidential data. Service Provider agrees that the Customer's lists are to be used only for the messaging selected by the Customer, and Service Provider will upon Customer's written request in each instance delete from its systems the Customer's lists and content at the conclusion of the transmission(s) contemplated within this Contract.

Service Provider may offer as an option available to Customer, Service Provider's toll-free "Do not contact" telephone number/e-mail address for Customer to include in its content. Customer is responsible for accessing this "Do not contact" list, and deleting these parties from the Customer's list.

It is agreed that all names and addresses, e-mail addresses, phone and fax numbers, and other information caused to be provided to the Service Provider by the Customer or by a list provider selected by the Customer, shall remain the sole property of Customer, or the Customer's list provider. Service Provider shall not copy or enter into any computer database, the names and addresses, e-mail addresses, phone and fax numbers in the lists in a manner that will cause the ownership identity of the Customer's lists or content to be destroyed. Service Provider shall not rent, resell, or in any other way release the Customer list information or content.

Service Provider does not guaranty that the transmissions will result in any anticipated result. Service Provider does not guaranty that the data provided by the Customer will operate error-free with Service Provider's messaging programs. In no event shall Service Provider's liability for any damages, regardless of the form of action, exceed the monies paid by Customer to Service Provider. Under no circumstances shall Service Provider be liable for incidental, consequential, special, or exemplary damages of any kind or for lost profits.

No employee of the Service Provider is authorized to express any opinion as to whether any content or any messaging is in compliance with any applicable law. If any such opinion is expressed, the Customer agrees that Customer will not rely upon any such opinion.

What are the Customer's Responsibilities?

Customer is responsible for all messaging using Service Provider's web based interface and client-based interface and agrees to be responsible to insure that documents uploaded and their transmission to the intended recipients, are reviewed for compliance with applicable laws, before sending messaging. Customer also warrants that neither the content nor the transmission of that content provided by the Customer violates any state or federal copyright law.

Customer may from time to time load (or request assistance of loading) its content and its lists of names, addresses, telephone numbers, fax numbers, or e-mail addresses ("lists") onto the Service Provider's facilities and cause such content to be transmitted or distributed via Service Provider's messaging facilities. Whether such lists or content are created by the Customer or procured by the Customer from third parties, such lists and contents shall be deemed to have been provided by the Customer. Customer represents and warrants to Service Provider that Customer is familiar with the applicable laws governing messaging and Customer will cause its content and the transmission of its content to comply with the requirements of the Telecommunication Consumer Protection Act, the Junk Fax Prevention Act, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act, the Can Spam Act of 2003 and email lists must be Confirmed Opt In, as from time to time amended and applicable, and any other present or future applicable governmental law or regulation, whether federal, state, or local that may govern the Customer's content or its transmission to a recipient through the Service Provider.

Customer shall indemnify and hold harmless Service Provider, its affiliates, successor organizations, directors, officers, shareholders, partners and employees from and against any and all liabilities from any claims against any or all of them whether or not foreseeable, directly or indirectly resulting from the actions or omissions of Customer or parties acting on behalf of Customer, or arising out of Customer's or its agents breach of any of its representations, warranties, responsibilities, or contracts contained in this Contract. Customer shall, at its own expense, defend Service Provider against any claim alleging the Service Provider's liability for indemnified matters provided that a) Service Provider promptly notifies Customer of any claim; b) Customer is entitled to settle or defend any action against Service Provider to which this Indemnity relates; and c) Service Provider reasonably cooperates with Customer to facilitate such defense. Notwithstanding the foregoing, Customer may not settle any claim or consent to any judgment without first obtaining the written consent of Service Provider, such consent not to be unreasonably withheld, and Service Provider may participate in its own defense at its own expense. This Paragraph shall survive the termination of this contract.

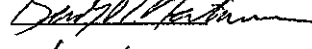
This Contract shall be interpreted, construed, and governed according to the laws of the State of Rhode Island, and any and all actions brought hereunder shall be heard and determined solely in the courts of Providence County in said State of Rhode Island. In addition, any dispute, controversy or claim arising out of or in connection with this contract and any subsequent amendments, including its valid conclusion, binding effect, interpretation, performance, breach or termination, and tort claims shall be brought only in the courts of the State of Rhode Island. The prevailing party in any dispute concerning this Contract shall be entitled to an award of costs and reasonable attorneys' fees incurred in enforcing same. Each party hereto hereby waives its right to trial by jury as to any dispute hereunder. The Customer may cancel this contract if the Customer provides written notification to the Service Provider that an issue exists and the Service Provider is unable to rectify the issue within 30-days of initial written notification. In the event that the contract is cancelled due to cause, the Customer shall be provided a refund of the unused paid portion of the remaining contract term within 30-days of the date of cancellation. If this contract is terminated by the Service Provider during the term of this contract due to a breach caused by the Customer, the Service Provider will provide the Customer written notice of the termination within 15-days of the breach. This contract will automatically renew upon its anniversary date unless the Customer provides a 60-day written notice of its intent not to renew to the Service Provider.

Service Provider

Alert Solutions
PO Box 20160
Cranston, RI 02920

School/District Name **Twin Falls School District**
Address **201 Main Avenue West**
City **Twin Falls**
State **ID** Zip Code **83301**

By: _____
Duly Authorized
Dave Baeder, President
Date: _____

By: 
Duly Authorized
Date: **7/16/15**



1. Definitions. The terms used herein shall have the meanings set forth below:

- 1.1 "Agreement" means any Non-Exclusive End User License Contract or Application Service Provider service agreement between Alert Solutions and Customer.
- 1.2 "Peak Hours" is defined as any time between 8 AM and 8 PM Eastern Standard Time, Monday through Friday.
- 1.3 "Non-Peak Hours" is defined as any time between 8PM and 8 AM Monday through Thursday, 8 PM Friday through 8 AM Monday and all federally recognized Holidays.
- 1.4 "Network Outage" means the inability to reach servers from outside the Alert Solutions network.
- 1.5 "Software Outage" is defined as the customer's inability to utilize messaging services due to a software issue.
- 1.6 "Maintenance Outage" is defined as planned downtime of servers due to regularly-scheduled software maintenance.
- 1.7 "Emergency Outage" is defined as downtime arising from an unforeseen emergency event.

2. Application Availability Commitment. Alert Solutions Service Availability Commitment is defined as follows:

- 2.1 Uptime from Network Outages: 99.5% uptime during Peak Hours, 99% uptime during Non-Peak Hours.
- 2.2 Uptime from Software Outages: 99% During Peak or Non-Peak Hours

3. Maintenance Outage. Customer will receive minimum of twenty-four (24) hours notice prior to outage. Alert Solutions will schedule all planned outages to occur weekdays after 8:00p.m EST or before 8:00a.m. EST or on Weekends. Maintenance Outages are not covered under Application Availability Commitment.

4. Emergency Outage. Customer will receive email and/or phone notification of emergency outage with reason for outage and estimated duration. Emergency Outages are not covered under Application Availability Commitment.

5. Service Availability. Service shall be deemed unavailable if the server is not responding to requests issued by Alert Solutions offsite monitoring software. Alert Solutions records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance shall not be deemed to be service unavailability. Unavailability of Customer's server due to Customer's customizations and Modifications to the Alert Solutions software, acts of the Customer or its agents, or events of force majeure shall not be deemed service unavailability for the purpose of this commitment.

6. Service Availability Commitment Remedy. If Alert Solutions determines in its reasonable commercial judgment that Customer's service was unavailable for amount of time exceeding Application Availability Commitment during a calendar month, Alert Solutions, upon Customer's request, will credit Customer's account for such month the pro-rated charges for the time exceeding the Application Availability Commitment. Credits will not apply to charges for services other than the Monthly Fee for the service for which this Commitment was not met. Customers with multiple services will not receive credits for unaffected services. Customer's account shall not be credited more than once per month under this Service Level Agreement.

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of June, 2013, by and between Twin Falls School District, hereafter called Owner, and Beams Flooring America, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Replace carpet in 4-plex modular (as per estimate)

Replace vinyl in restroom in modular (as per estimate)

Location that work is to be performed

at: O'Leary Middle School, 2350 Elizabeth Blvd.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,451.91. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 26th day of July, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

- increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
 8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
 9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
 10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
 11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
 12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
 13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
 14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
 15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

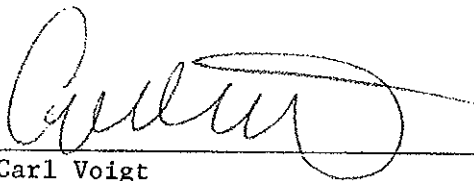
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

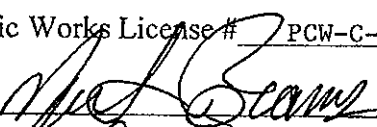
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

Beams Flooring America
Contractor's License #: RCE-6634
Public Works License # PCW-C-15700-C-4
By: 
Title: Owner

Beams Flooring America

1475 Elm Street North
Twin Falls, Id 83301

Estimate

Date: 6/18/2013
Estimate #: 11388
Project O'Leary Outside Buildings
Sales Person MLB

Customer Address

TWIN FALLS SCHOOL DIST.

Description

O'Leary Outside Buildings

Carpet by Beams Flooring America

Type: Gibraltar

Style: Going Coastal

Color:

Backing: Stalok

12 x 160 = 1920 sq ft = 213.33 yards

Carpet / 1920 sf

Remove Existing Glue Down Carpet

Install Carpet

Door Reducers / 9 ft

Estimate to level and foam Fill the Center of the buildings. Estimate \$250.00

Dump Fee

Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$55 / man / hr + material prior to completion. Customer is responsible for all appliance/furniture moving unless otherwise noted. Please initial _____.

CFI - Certified Floorcovering Installers

Member of: World Floor Covering Association .

Public Works # PCW-C-15700-C-4

Contractor Licenses - RCE - 6634

Sales Tax

Total \$4,700.40

*50% deposit is required to process this estimate.

*25% restocking fee plus freight maybe charged for certain changes or cancellations after the estimate has been processed.

*Estimate valid for 30 days

Signature



Date

6-25-13

Beams Flooring America

1475 Elm Street North
Twin Falls, Id 83301

Estimate

Date: 6/25/2013

Estimate #: 11405

Project O'Leary Outside Buildings

Sales Person MLB

Customer Address

TWIN FALLS SCHOOL DIST.

Description

Rest Room

In Stock Vinyl

Style:

Color:

Room Size: 13'2" x 9'6"

12 x 13'2" = 158.04 Sq Ft

Vinyl / 158.04 sf

Subfloor / 126 sf

Install Vinyl

6" Rubber Base / 43 ft

3 ft Door Metal

Customer to have Partition Stalls and Toilets removed

Customer to have major floor damage repaired

Sales Tax

Total \$751.51

*50% deposit is required to process this estimate.

*25% restocking fee plus freight maybe charged for certain changes or cancellations after the estimate has been processed.

*Estimate valid for 30 days

Signature



Date

6-25-13

Phone 208-734-3068

Fax 208-736-7230

E-mail mark@beamsflooring.com

Web www.beamsflooring.com

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

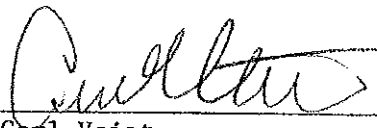
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

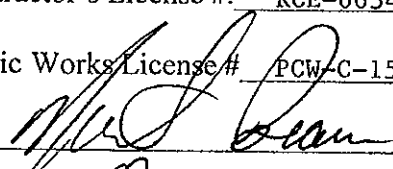
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

Beams Flooring America
Contractor's License #: RCE-6634
Public Works License # PCW-C-15700-C-4
By: 
Title: Owner

BeamsFlooringAmerica
1475 Elm Street North
Twin Falls, Id 83301

Estimate

Date: 6/19/2013
Estimate #: 11102
Project T.F. High School G-6,G-8
Sales Person MLB

Customer Address

TWIN FALLS SCHOOL DIST.

Description

T.F. High School G-6, G-8

Carpet by Beams Flooring America

Type: Gibraltar

Style: Going Coastal

Color:

Backing: Stalok

12 x 155 = 1860 = 206.66

Carpet / 1869 sf

Remove Existing Glue Down Carpet

Install Carpet

Door Reducers / 6 ft

Rubber Base

Color: Black

Rubber Base / 230 ft

Material and Labor

Dump Fee

Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$55 / man / hr + material prior to completion. Customer is responsible for all appliance/furniture moving unless otherwise noted. Please initial _____.

CFI - Certified Floorcovering Installers

Member of: World Floor Covering Association .

Public Works # PCW-C-15700-C-4

Contractor Licenses - RCE - 6634

Sales Tax

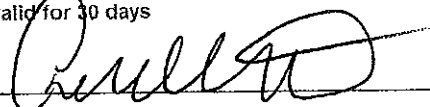
Total \$4,650.20

*50% deposit is required to process this estimate.

*25% restocking fee plus freight maybe charged for certain changes or cancellations after the estimate has been processed.

*Estimate valid for 30 days

Signature



Date

6-25-13

Beams Flooring America

1475 Elm Street North
Twin Falls, Id 83301

Estimate

Date: 7/2/2013

Estimate #: 11439

Project T.F. High School G-5,G-7

Sales Person MLB

Customer Address

TWIN FALLS SCHOOL DIST.

Description

T.F. High School G-5, G-7

Carpet by Beams Flooring America

Type: Gibraltar

Style: Going Coastal

Color: Periwinkle

Backing: Stalok

12 x 155 = 1860 = 206.66

Carpet / 1869 sf

Remove Existing Glue Down Carpet

Install Carpet

Door Reducers / 6 ft

Rubber Base

Color: Blue

Rubber Base / 230 ft

Material and Labor

Dump Fee

Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$55 / man / hr + material prior to completion. Customer is responsible for all appliance/furniture moving unless otherwise noted. Please Initial _____.

CFI - Certified Floorcovering Installers

Member of: World Floor Covering Association .

Public Works # PCW-C-15700-C-4

Contractor Licenses - RCE - 6634

Sales Tax

Total \$4,650.20

*50% deposit is required to process this estimate.

*25% restocking fee plus freight maybe charged for certain changes or cancellations after the estimate has been processed.

*Estimate valid for 30 days

Signature

Date

7-2-13

Phone 208-734-3068

Fax 208-736-7230

E-mail mark@beamsflooring.com

Web www.beamsflooring.com

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 3rd day of September, 2013, by and between Twin Falls School District, hereafter called Owner, and Beams Flooring America, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace carpet in long hall in office (remodeling lobby
project)--completion (as per estimate)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,896.10. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of September, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

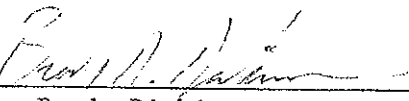
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

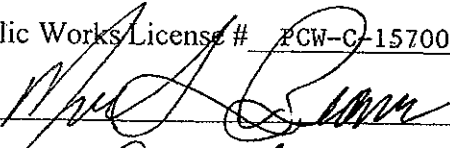
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Beams Flooring America
Contractor's License #: RCE-6634
Public Works License # PCW-C-15700-C-4
By: 
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

GENERAL CONTRACT

This contract is hereby made and entered into this 10th day of September, 2013, by and between Twin Falls School District, hereafter called Owner, and Beynon Sports Surfaces, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Beynon L-2000 all-weather synthetic track surface including
striping and markings to a base properly prepared by others. (as per all
specifications and conditions listed in bid)

Location that work is to be performed
at: O'Leary Middle School, 2350 Elizabeth Blvd.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$95,950.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of November, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$250.00 per day as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts

and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
18. This agreement shall be interpreted under the laws of the State of Idaho.
19. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady N. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Beynon Sports Surfaces, Inc.
Contractor's License #: PWC-C-16549-AA-4 (please attach copy)
Public Works License # Same as above (please attach copy)
By: Timothy [Signature]
Title: GM

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 7th day of May, 2013, by and between Twin Falls School District #411, hereafter called Owner, and Blacker Appliance & Furniture, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Carpet, labor & base in medium rooms in 200 building

Location that work is to be performed

at: Robert Stuart Middle School, 644 Caswell Ave. W.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,425.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 6th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

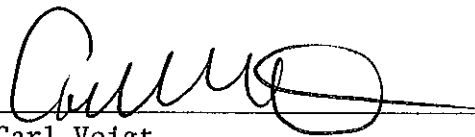
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

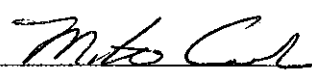
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

Blacker Appliance & Furniture
Contractor's License #: RCT-10037 (Paul Brass Installer)
Public Works License # _____
By: 
Title: Pres



TOSHIBA

Leading Innovation >>>

Copier Maintenance Agreement

Toshiba e-STUDIO 556 / 756 / 856
Digital Copier

All Check-Ups Included
All Cleanings Included
All Service Included
All Parts/Drums Included
All Developer & Blades
All Toner & Staples Included
No Hidden Costs!
(paper excluded)

0.0032 per copy

No monthly minimums, or overage charges!

You won't be billed for minimum monthly copies during the summer or other breaks!

Maintenance agreement pricing guaranteed for 3 years!

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twenty fifth day of March in the year two thousand thirteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Twin Falls School District #411
201 Main Avenue West
Twin Falls, Idaho, 83301

and the Contractor:

(Name, legal status, address and other information)

Century Contractors
PO Box 674, Iona, Idaho 83427

for the following Project:

(Name, location and detailed description)

twin falls high school lobby remodel
Twin Falls, Idaho
A 1500 sf remodel to the front entry to Twin Falls High School.

The Architect:

(Name, legal status, address and other information)

Hummel Architects, PLLC
2785 N. Bogus Basin Rd.
Boise, Idaho, 83702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1098528105)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

| August 9, 2013

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

| Liquidated damages = \$500/day

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 635,992.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 2nd tuesday day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

☐ 0 %

§ 8.3 The Owner's representative:
(Name, address and other information)

Twin Falls School District No.411
Carl Voigt, Director of Educational Technology and Operations
201 Main Avenue West
Twin Falls, Idaho, 83301

§ 8.4 The Contractor's representative:

Init.

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User Notes:

(1098528105)

(Name, address and other information)

Century Contractors
Jason Kunde
PO Box 674, Iona, Idaho 83427

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary		January 15, 2013	all
General Conditions			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Project Manual dated January 15, 2013

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See BID SET Construction drawings dated January 15, 2013

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	February 25, 2013	all

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Init.

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

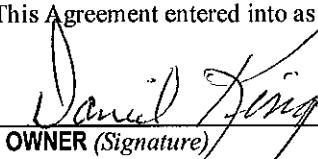
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

DAN King Chairman
(Printed name and title)


CONTRACTOR (Signature)

Lyned Kunkle President
(Printed name and title)

Init.

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User Notes:

(1098528105)

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:34:25 on 03/25/2013.

PAGE 1

AGREEMENT made as of the twenty fifth day of March in the year two thousand thirteen

...

Twin Falls School District #411
201 Main Avenue West
Twin Falls, Idaho, 83301

...

Century Contractors
PO Box 674, Iona, Idaho 83427

...

twin falls high school lobby remodel
Twin Falls, Idaho
A 1500 sf remodel to the front entry to Twin Falls High School.

...

Hummel Architects, PLLC
2785 N. Bogus Basin Rd.
Boise, Idaho, 83702

PAGE 3

August 9, 2013

...

Liquidated damages = \$500/day

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 635,992.00), subject to additions and deductions as provided in the Contract Documents.

...

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PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

PAGE 5

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

...

0 %

...

Twin Falls School District No.411
Carl Voigt, Director of Educational Technology and Operations
201 Main Avenue West
Twin Falls, Idaho, 83301

PAGE 6

Century Contractors
Jason Kunde
PO Box 674, Iona, Idaho 83427

...

Supplementary
General Conditions

January 15, 2013

all

...

See Project Manual dated January 15, 2013

...

See BID SET Construction drawings dated January 15, 2013

...

#1

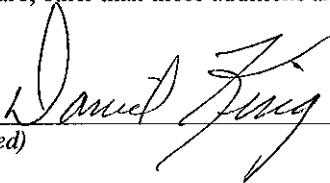
February 25, 2013

all

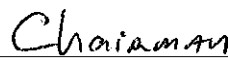
Certification of Document's Authenticity

AIA® Document D401™ – 2003

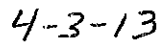
I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:34:25 on 03/25/2013 under Order No. 2951312513_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 30th day of January,
20 14, by and between Twin Falls School District, hereafter
called Owner, and CG Electric, LLC, hereafter called
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Installation of new lights and outlets for hitting facility

Location that work is to be performed

at: Twin Falls High School, 1615 Filer Ave. E.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of ~~\$3,432.25~~ 3,932.25. Once the work is completed, inspected and we receive the invoice from the Contractor, then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 1st day of February, 20 14.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

CG Electric, LLC
Contractor's License #: ELE-C-30019
Public Works License #: 015652-CC-4
By: Chris J. [Signature]
Title: Owner

CIS Invoice

Contract: **2369**

Date: 10/8/2013

IDAHO
DEPARTMENT OF LABOR
C.L. "BUTCH" OTTER, GOVERNOR
ROGER B. MADSEN, DIRECTOR

To: Sheila Rinehart
201 Main Avenue West
Twin Falls, ID 83301

Thank you for your CIS purchase.

- Please include a copy of the CIS invoice with your payment.
- When making partial payments, write the dollar amount to be applied to each module number on the invoice. The module number for each product can be found below.
- See note on the last page of this invoice regarding the use of grant funds.

Make payable to Idaho Career Information System.

Payment Remittance Address:

CIS - Department of Labor
317 W. Main St.
Boise, ID 83735-0969

Contract: Twin Falls School District 2013 - 2014

Subscription Year: 9/1/2013 thru 8/31/2014

Total Contracted: ~~\$2,900.00~~ 1980.00

Payments Received: \$0.00

Balance Due: ~~\$2,900.00~~ 1980.00

Due Date: 10/1/2013

CIS contract Administrator and Coordinator:

All notices under the agreement will be sent to the personnel authorized to order CIS products.

Contact	Contact Type	Email
Hamilton, Sharee	Contract Coordinator	hamiltonsh2@tfstd.org
Rinehart, Sheila	Invoice Administrator	rinehartsh@tfstd.org

Purchased Items:

Twin Falls School District



CIS Idaho Career Information System

317 W. Main Street Boise, Idaho 83735 | Phone 208.334.3705 or 800.935.4247 | Fax 208.334.6430 | www.idahocis.org

An Equal Opportunity Employer and Service Provider

CIS InvoiceContract: **2369**

Date: 10/8/2013

IDAHO

DEPARTMENT OF LABOR

C.L. "BUTCH" OTTER, GOVERNOR

ROGER B. MADSEN, DIRECTOR

Twin Falls School District**Canyon Ridge High School (Students/Clients*: 1111)**

	Module Number	Module	Subscription Type	Applied Discount	Final Cost	Balance Due
	B110099	(eCIS) Portfolio, Administration and Exploration Tools	Annual		\$250.00	\$250.00
	DS9479	Dependable Strengths	Annual	\$25.00	\$225.00	\$225.00
	MC9480	eCIS	Annual	\$1,482.68	\$0.00	\$0.00
CACG Low Usage	ID9484	IDEAS	Annual	\$20.00	\$180.00	\$180.00
CACG Low Usage	T19485	Peterson Test Prep Academic I	Annual	\$32.50	\$292.50	\$292.50
CACG Low Usage	T29486	Peterson Test Prep Academic II	Annual	\$27.50	\$247.50	\$247.50
Site Totals					\$1,195.00	\$1,195.00 475.00

Ad.
by
CACG**Magic Valley Alternative High (Students/Clients*: 157)**

	Module Number	Module	Subscription Type	Applied Discount	Final Cost	Balance Due
	B19490	(eCIS) Portfolio, Administration and Exploration Tools	Annual		\$150.00	\$150.00
	MC9481	eCIS	Annual	\$424.20	\$0.00	\$0.00
Site Totals					\$150.00	\$150.00

**CIS Idaho Career Information System**

317 W. Main Street Boise, Idaho 83735 | Phone 208.334.3705 or 800.935.4247 | Fax 208.334.6430 | www.idahocis.org

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Page 2 of 5

CIS InvoiceContract: **2369**

Date: 10/8/2013

IDAHO

DEPARTMENT OF LABOR

C.L. "BUTCH" OTTER, GOVERNOR

ROGER B. MADSEN, DIRECTOR

Twin Falls School District**Robert Stuart Middle School (Students/Clients*: 839)**

Module Number	Module	Subscription Type	Applied Discount	Final Cost	Balance Due
B29491	(CIS Junior) Portfolio, Administration and Exploration Tools	Annual		\$250.00	\$250.00
B19492	(eCIS) Portfolio, Administration and Exploration Tools	Annual	\$200.00	\$50.00	\$50.00
CJ9497	CIS Junior	Annual	\$250.00	\$0.00	\$0.00
DS9483	Dependable Strengths	Annual	\$25.00	\$225.00	\$225.00
MC9496	eCIS	Annual	\$1,180.89	\$0.00	\$0.00
ID9482	IDEAS	Annual	\$20.00	\$180.00	\$180.00
Site Totals				\$705.00	\$705.00

Twin Falls Bridge Academy (Students/Clients*: 57)

Module Number	Module	Subscription Type	Applied Discount	Final Cost	Balance Due
B29493	(CIS Junior) Portfolio, Administration and Exploration Tools	Annual		\$150.00	\$150.00
CJ9478	CIS Junior	Annual	\$313.24	\$0.00	\$0.00
Site Totals				\$150.00	\$150.00

**CIS Idaho Career Information System**317 W. Main Street Boise, Idaho 83735 | Phone 208.334.3705 or 800.935.4247 | Fax 208.334.6430 | www.idahocis.org

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CIS Invoice

Contract: 2369

Date: 10/8/2013

IDAHO

DEPARTMENT OF LABOR

C.L. "BUTCH" OTTER, GOVERNOR

ROGER B. MADSEN, DIRECTOR

Twin Falls School District**Twin Falls Senior High (Students/Clients*: 1099)**

	Module Number	Module	Subscription Type	Applied Discount	Final Cost	Balance Due
	B19494	(eCIS) Portfolio, Administration and Exploration Tools	Annual		\$250.00	\$250.00
	MC9498	eCIS	Annual	\$1,469.37	\$0.00	\$0.00
CACG	ID9487	IDEAS	Annual		\$200.00	\$200.00
Site Totals					\$450.00	\$450.00 250.00

Vera C O'Leary Middle School (Students/Clients*: 905)

	Module Number	Module	Subscription Type	Applied Discount	Final Cost	Balance Due
	B29495	(CIS Junior) Portfolio, Administration and Exploration Tools	Annual		\$250.00	\$250.00
	CJ9500	CIS Junior	Annual	\$1,254.12	\$0.00	\$0.00
Site Totals					\$250.00	\$250.00

Contract Total: \$2,900.00

The CIS contract is part of the Idaho Career Information System License Agreement and by this reference is hereby incorporated for all purposes.

* Secondary school enrollment figures are obtained from the most recent published enrollment report from the Idaho State Department of Education. The number of students or clients served by post-secondary schools or agencies is obtained from the CIS contract coordinator.

College Access Challenge Grant:**CIS Idaho Career Information System**317 W. Main Street Boise, Idaho 83735 | Phone 208.334.3705 or 800.935.4247 | Fax 208.334.6430 | www.idahocis.org

An Equal Opportunity Employer and Service Provider

CIS Invoice

Contract: **2369**

Date: 10/8/2013

IDAHO

DEPARTMENT OF LABOR

C.L. "BUTCH" OTTER, GOVERNOR

ROGER B. MADSEN, DIRECTOR

-
- Qualifying modules are noted with a "CACG" code to the left of the modules number. This denotes that the Office of the State Board of Education (OSBE) has approved the schools application and has authorized payment for this module. CIS will bill the OSBE for the modules coded CACG. Sites are responsible for the remaining modules.

Other Grants:

CIS is not involved with the distribution of grants beyond CACG. Please check with your school or district for details on the various funding sources it uses to pay for CIS.



CIS Idaho Career Information System

317 W. Main Street Boise, Idaho 83735 | Phone 208.334.3705 or 800.935.4247 | Fax 208.334.6430 | www.idahocis.org

An Equal Opportunity Employer and Service Provider

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 1st day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Creative Carpentry, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: 1100 ln. ft. countertop edging (remove front edge laminate, sand/file front edge, prep for new edging, route front edge groove for T-molding, install black, radius T-molding); some outside corners may need to be rounded (as per estimate)

Location that work is to be performed at Canyon Ridge High School, 300 N. College Rd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,700.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 13th day of December, 2013. February 14 NB
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady A. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Creative Carpentry
Contractor's License #: RCE-637
Public Works License # 017134-D-3
By: Nath Bep
Title: President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 3rd day of February, 2014, by and between Twin Falls School District, hereafter called Owner, and Creative Carpentry, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Add kitchen & laundry area in mobile unit(rough-in & finish electrical and lighting, rough-in plumbing; cabinets & moldings, plumbing, stove hood; cut back wall paneling to expose for plumbing, electrical and then re-install panels and moldings, touch up paint after rough-in is complete (as per estimate)
Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,940.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 5th day of March, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson by Sheila Pinchot
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Creative Carpentry
Contractor's License #: RCE-637
Public Works License # 017134-D-3
By: Keith Boyd
Title: President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 12th day of March, 2014, by and between Twin Falls School District, hereafter called Owner, and Creative Carpentry, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Add kitchen and laundry area in mobile unit (electrical, lighting, plumbing, cabinets & vanities, HVAC, stove hood, appliance hook up.

Location that work is to be performed
at: Oregon Trail Elementary School, 660 Park Ave.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,940.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of April, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Creative Carpentry
Contractor's License #: RCE-637
Public Works License # 017134-D-3
By: [Signature]
Title: President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of August,
20 13 by and between Twin Falls School District, hereafter
called Owner, and Dad's Telephone Sales & Service, hereafter called
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the
following
work: Cable 12 wireless locations

Location that work is to be performed
at: O'Leary Middle School, 2350 Elizabeth Blvd.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$2,180.00. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 30th day of August, 20 13.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Dad's Telephone Sales & Service
Contractor's License #: RCE-10362
Public Works License # ~
By: Mark Swenson
Title: General Manager

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of August, 2013, by and between Twin Falls School District, hereafter called Owner, and Dad's Telephone Sales & Service, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Add two side cable management panels and six horizontal cable management panels

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E. (E-Shop)

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,230.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Dad's Telephone Sales & Service
Contractor's License #: RCE-10362
Public Works License # n/a
By: Mark Jensen
Title: General Manager



Twin Falls School District Support Services

Support Services - 301 Main Avenue West - Twin Falls, Idaho 83301
208.733.8456 - 208.733.4861 (FAX) - allredcl@tfsd.org

Service Provider Agreement

THIS AGREEMENT, entered into on this 1 day of August, 2013, between Nikki Daisher, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2013-2014;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of this agreement will commence on the 1 of August, 2013 and remain in effect until the 6 day of June, 2014.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Provider is and shall at all times remain an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY OF PARTIES

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code 16-1601, *et seq.* and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.

ARTICLE 5. PROVIDER LICENCE

For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for occupational therapists. Provider will supply support services with a current copy of said license each year.

Contract Continued

Page 2

ARTICLE 6. INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. Provider's Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of \$1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION

The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES

Provider agrees to provide services to Twin Falls School District students who qualify for occupational therapy via an IEP team process. Provider will supply services as described in the student's IEP. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. Provider will complete timely student evaluations as directed by the evaluation team. Provider will complete eligibility report for occupational therapy. Provider will complete detailed student service reports, due to support services by the 5th of each month. Student progress reports will be completed and given to support services to be placed in student files each grading quarter. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

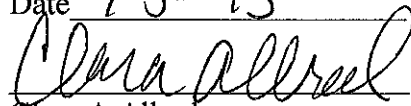
ARTICLE 10. DISTRICT OBLIGATION

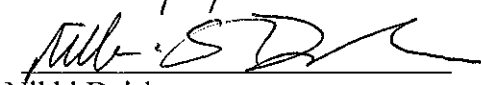
Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at own cost. A computer will be available to use at support services to complete district required student paperwork.

Contract Continued
Page 3

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$60.00__ per hour, payable after the statements are presented and approved by the Board of Trustees each month.

Date 9-5-13

Clara A Allred
Director Support Services
Twin Falls, School District

Date 9/5/13

Nikki Daisher
Twin Falls, ID 83301

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 17th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and Dedicated Security, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Inspect, repair, clean & recalibrate 18 air handling unit fire alarm duct detection devices, which are located high above gym floor attached to the HVAC ductwork (as per estimate)
Location that work is to be performed
at: Canyon Ridge High School, 300 College Rd. W. (Gym)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,200.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 25th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Educational Technology

CONTRACTOR:

Dedicated Security, Inc.

Contractor's License #: 013078 & ELE-SJ-20615

Public Works License # 013442-D-4

By: Robin O'Connell
Title: Owner - Project Coordinator

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 19th day of September, 2013, by and between Twin Falls School District, hereafter called Owner, and Eagle Mountain Electric, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace electrical panel in C-1

- Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,500.00 (est.). Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 4th day of October, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

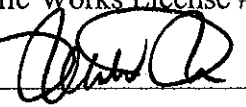
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Eagle Mountain Electric, Inc.
Contractor's License #: ELE-38670
Public Works License # PWC-C-17467-C-4
By: 
Title: PRESIDENT

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 18th day of September, 2013, by and between Twin Falls School District, hereafter called Owner, and Eagle Mountain Electric, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Replace transformer and electrical panel in C-Wing

Location that work is to be performed

at: Twin Falls High School, 1615 Filer Ave. E.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$13,784.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 13th day of September, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of N/A per N/A as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

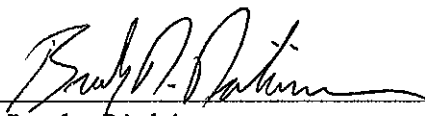
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.


18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Eagle Mountain Electric, Inc.
Contractor's License #: ELE-38670
Public Works License # PWC-C-17467-C-4
By:  KEVIN W. KERLIER
Title: PRESIDENT

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 17th day of March, 2014, by and between Twin Falls School District, hereafter called Owner, and Gerdes Construction Company, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Provide all labor and materials necessary to excavate and install two 10' x 25' jumping pits. Excavate and remove soil from site, pour 6" x 12" concrete stem walls, line the bottom with geotextile liner, cap approach stem wall with a serviceable rubber mat, backfill pits with a washed sand product, backfill exterior to grade with removed soil.
Location that work is to be performed
at: O'Leary Middle School, 2350 Elizabeth Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,000.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of April, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Gerdes Construction Company
Contractor's License #: RCE-14050
Public Works License # PWC-C-17272-C-3-4
By: David Gerdes
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 30th day of April, 2014, by and between Twin Falls School District, hereafter called Owner, and Gerdes Construction Co., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Move playground equipment to new location (\$700 allowance for
concrete demolition and new pour)

Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,500.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of May, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

Gerdes Construction Co - Sawtooth

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Gerdes Construction Co.
Contractor's License #: RCE-14050
Public Works License # PWC-C-17272-C-3-4
By: David Gerdes
Title: Partner

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 23 day of May in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Twin Falls School District #411
201 Main Avenue West
Twin Falls, Idaho, 83301

and the Contractor:
(Name, legal status, address and other information)

Hayes Construction
1616 Main St. PO Box 209
Buhl, Idaho, 83316

for the following Project:
(Name, location and detailed description)

TFHS C wing remodel
1615 Filer Avenue East, Twin Falls, Idaho, 83301
Remodel of approximately 12,000sf of C Wing of TFHS in two phases. See Contract Documents.

The Architect:
(Name, legal status, address and other information)

Hummel Architects, PLLC
2785 N. Bogus Basin Rd.
Boise, Idaho, 83702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1800620911)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Phase 1 substantial completion = August 9, 2013
 Phase 2 substantial completion = October 31, 2013
 See Section 011000 Summary for description of phases

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight hundred fifty six thousand, seventy dollars and no cents (\$ 856,070.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 2nd Tuesday of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

☒ 0 % zero percent

§ 8.3 The Owner's representative:

(Name, address and other information)

Twin Falls School District #411
Carl Voigt, Director of Educational Technology and Operations
201 Main Avenue West
Twin Falls, Idaho, 83301

Init.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Chris Hayes or Larry Hayes
1616 Main St. PO Box 209
Buhl, Idaho, 83316

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions		May 2, 2013	

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Project Manual dated May 2, 2013

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Drawing Set dated May 2, 2013

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda 1	May 13, 2013	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

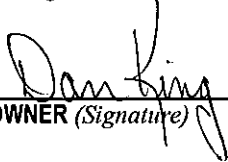
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

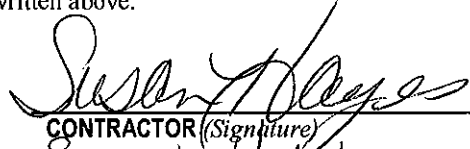
Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

(Printed name and title)


CONTRACTOR (Signature)
SUSAN HAYES
(Printed name and title) Sec. Treasurer

Init.

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User Notes:

(1800620911)

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:39 on 05/21/2013.

PAGE 1

AGREEMENT made as of the 23 day of May in the year 2013

...

Twin Falls School District #411
201 Main Avenue West
Twin Falls, Idaho, 83301

...

Hayes Construction
1616 Main St.
Buhl, Idaho, 83316

...

TFHS C wing remodel
1615 Filer Avenue East, Twin Falls, Idaho, 83301
Remodel of approximately 12,000sf of C Wing of TFHS in two phases. See Contract Documents.

...

Hummel Architects, PLLC
2785 N. Bogus Basin Rd.
Boise, Idaho, 83702

PAGE 3

Phase 1 substantial completion = August 9, 2013
Phase 2 substantial completion = October 31, 2013
See Section 011000 Summary for description of phases

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight hundred fifty six thousand, seventy dollars and no cents (\$ 856,070.00), subject to additions and deductions as provided in the Contract Documents.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day-2nd Tuesday of the

following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

PAGE 5

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

...

0 % zero percent

...

Twin Falls School District #411
Carl Voigt, Director of Educational Technology and Operations
201 Main Avenue West
Twin Falls, Idaho, 83301

PAGE 6

Chris Hayes *or Randy Hayes*
1616 Main St. P.O. Box 206
Buhl, Idaho, 83316

...

Supplementary
Conditions

May 2, 2013

...

Project Manual dated May 2, 2013

...

Drawing Set dated May 2, 2013

...

Addenda 1

May 13, 2013

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:39 on 05/21/2013 under Order No. 2951312513_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Dan King
(Signed)

Chairman Board of Trustees
(Title)

5-22-2013
(Dated)

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
- ~~10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.~~
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Hayes Construction Co., Inc.
Contractor's License #: RCE-477
Public Works License # P1269-AX-3-4
By: Susan Hayes
Title: Sec/Treasurer/Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of July,
2013, by and between Twin Falls School District, hereafter
called Owner, and Doug Hemingway Construction, hereafter called
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Remove, replace 34 ft. curb & gutter; remove & replace 6' x 12'
existing concrete slab; remove existing asphalt, replace with 4000 psi
concrete 10' x 9' and 26' x 12'6", 7" thick; materials, labor &
excavation and concrete cutting

Location that work is to be performed
at: Lincoln Elementary School; 238 Buhl Street
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$5,800.00. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 15th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

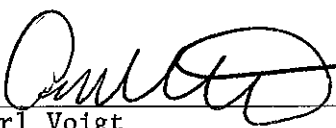
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

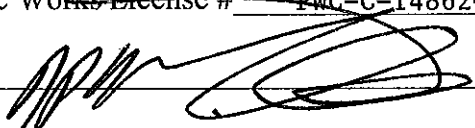
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

Doug Hemingway Construction
Contractor's License #: RCT3975
Public Works License # PWC-C-14862-C-4
By: 
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 9th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and Doug Hemingway Construction, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Removal of willow trees & stumps behind school (labor and
excavation) (as per estimate)

Location that work is to be performed
at: Morningside Elementary School, 701 Morningside Drive
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,850.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 5th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

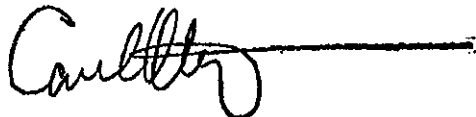
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District



By: _____

Carl Voigt

Title: Director of Educational Technology & Operations

CONTRACTOR:

Doug Hemingway Construction

Contractor's License #: RCT3975

Public Works License # PWC-C-14862-C-4

By:  _____

Title: owner



Idaho Digital Learning
1303 E. Central Drive, Suite 200
Meridian, Idaho 83642
208.342.0207
IdahoDigitalLearning.org

RENEWAL OF THE 2012-2013 MEMBER AGREEMENT

Effective July 1, 2013 ("**Effective Date**"), Idaho Digital Learning Academy, a governmental entity organized and existing under the laws of the State of Idaho, with a principal place of business at 1303 E. Central Dr., Suite 200, Meridian, ID 83642 ("**IDLA**") and Twin Falls School District No. 411 acting by and through its Board of Trustees ("**Member**") enter this Renewal of the 2012-2013 Member Agreement ("**Renewal Agreement**") and agree as follows:

1. **BACKGROUND.** Effective as of July 1, 2012, IDLA and Member entered that certain 2012-2013 Member Agreement ("**Agreement**"). IDLA and Member now desire to renew the Agreement pursuant to the terms and conditions of this Renewal Agreement
2. **SECTION 4(b): RENEWAL TERM.** Pursuant to Section 4(b) of the Agreement, IDLA and Member agree to renew the Term of Agreement for one year, whereby the Agreement shall have a Renewal Term of July 1, 2013 through June 30, 2014.
3. **iDigLearning BLENDED CONSORTIUM FEES.** The iDigLearning Blended Consortium Fees set forth in Appendix A of the Agreement are restated as set forth on the attached Appendix A.
4. **INTERPRETATIONS.** All other terms and conditions of the Agreement shall remain as set forth in the Agreement. All capitalized terms not herein defined shall have the meaning as set forth in the Agreement.
5. **SIGNATURES**

IDAHO DIGITAL LEARNING ACADEMY

Date: _____

By: _____
Name: _____
Title: _____

MEMBER

Date: 6/5/13

By: [Signature]
Name: L.T. Erickson III
Title: Director of Secondary Programs

**APPENDIX A****iDigLearning BLENDED CONSORTIUM FEES**

	Blended Learning Teachers				
Total Blended Student Users	1-5	6-15	16-25	26-45	46-65
0-99	\$3,500	na	na	na	na
100-249	\$4,750	\$4,750	\$5,750	na	na
250-499	\$6,500	\$6,500	\$7,500	\$8,500	na
500-999	\$9,500	\$9,500	\$10,500	\$11,500	\$13,500
1000-1999	\$11,500	\$11,500	\$12,500	\$13,500	\$15,500
Student User Minimum →	1	100	100	250	500

Customized pricing will be given for more than 65 teachers or 2000 or more student users

iDigLearning Blended Membership Fees

Total Blended Student Users	500
Total Blended Instructors	45
Total Membership Fees (see Fee Matrix)	\$8,500

PROPOSAL FOR:

HARRISON ELEMENTARY SCHOOL

PROPOSED EQUIPMENT

GOVERNMENT PRICING

**DUPLO DP-J450 DIGITAL DUPLICATOR
DUPLO DP-MCD-50 STAND
AUTOMATIC DOCUMENT FEEDER- ADF-15**

**\$ 7,315.00
INCLUDED
INCLUDED**

TRADE-IN ON DUPLO-430

\$ (500.00)-

TOTAL

\$ 6,815.00

FULL COVERAGE MAINTENANCE AGREEMENT

**Includes all maintenance, drums, image scanner, thermal head, etc.,
EVERYTHING EXCEPT masters, ink, cores and paper. This would be billed at
\$595.00 per year. Price guaranteed for three years.**

FOR SUPPLY PRICING SEE PAGE 4

PROPOSAL FOR:

OREGON TRAIL ELEMENTARY SCHOOL

PROPOSED EQUIPMENT

GOVERNMENT PRICING

DUPLO DP-J450 DIGITAL DUPLICATOR
DUPLO DP-MCD-50 STAND
AUTOMATIC DOCUMENT FEEDER- ADF-15

\$ 7,315.00
INCLUDED
INCLUDED

TRADE-IN ON DUPLO-430

\$ (500.00)-

TOTAL

\$ 6,815.00

FULL COVERAGE MAINTENANCE AGREEMENT

Includes all maintenance, drums, image scanner, thermal head, etc.,
EVERYTHING EXCEPT masters, ink, cores and paper. This would be billed at
\$595.00 per year. Price guaranteed for three years.

FOR SUPPLY PRICING SEE PAGE 4

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and J & R Asphalt Maintenance, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: 81 sq. ft. Ramp (as per estimate)

Location that work is to be performed
at: Lincoln Elementary School, 238 Buhl Street
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$405.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of July, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

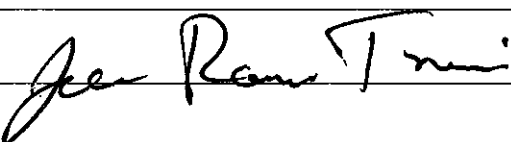
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

J & R Asphalt Maintenance, Inc.
Contractor's License #: RCT-13953
Public Works License # 013402-D-4
By: _____
Title: 

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and J & R Asphalt Maintenance, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Asphalt patching (cut, remove and replace asphalt)--

920 sq. ft. (as per estimate)

Location that work is to be performed

at: O'Leary Middle School, 2350 Elizabeth Blvd.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,980.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

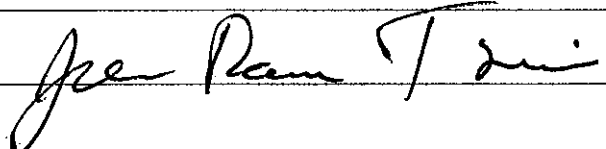
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

J & R Asphalt Maintenance, Inc.
Contractor's License #: RCT-13953
Public Works License # 013402-D-4
By: _____
Title: 

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and J & R Asphalt Maintenance, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Create pathway (remove sod, excavate dirt&& place & compact
4" gravel)--740 sq. ft.; Pave pathway--740 sq. ft.
(as per estimate)

Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,474.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of July, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

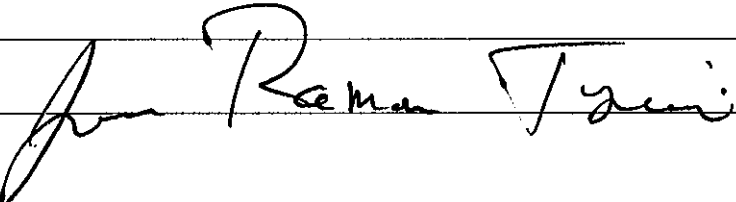
By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

J & R Asphalt Maintenance, Inc.

Contractor's License #: RCT-13953

Public Works License # 013402-D-4

By: 
Title: Juan Ramon Tzuc

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 7th day of August, 2013, by and between Twin Falls School District, hereafter called Owner, and J & R Asphalt Maintenance, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Excavate pathway (remove sod, excavate dirt, place & compact
4" gravel); pave pathway--422.5 sq. ft.

Location that work is to be performed
at: O'Leary Middle School, 2350 Elizabeth Blvd. (O'Leary Track)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,316.63. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 26th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson

Title: Director of Operation & Technology Education

CONTRACTOR:

J & R Asphalt Maintenance, Inc.

Contractor's License #: RCT-13953

Public Works License # 013402-D-4

By: Jim Rene Tuma

Title: 8-11-2013

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

GENERAL CONTRACT

This contract is hereby made and entered into this 9th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and Kloepfer, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Pulverize existing asphalt and regrade and install 3" compacted
asphalt with striping

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$66,241.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 1st day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

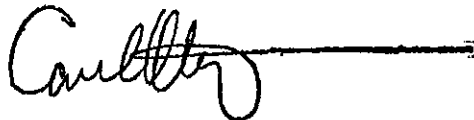
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts

and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
18. This agreement shall be interpreted under the laws of the State of Idaho.
19. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District



By: _____
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

Kloepfer, Inc.

Contractor's License #: RCE-7422

Public Works License # PWC-C-12180-AAA-1-2

By: Larry S. Kloepfer

Title: Treasurer



Digital License Agreement LEARN360 Subscription Plan

This Agreement made May 14, 2013 between Infobase Learning, 132 West 31st Street, 17th Floor, New York, NY 10001 ("Licensor") and Twin Falls School District, 201 Main Ave West, Twin Falls, Idaho, 83001 ("Licensee") regarding access to Video Titles and Digital Media content, controlled by Licensor to be made available to Licensee per agreed upon Term on a subscription basis and as set forth in the Terms of Use located at <http://LEARN360.com/UserTerms.aspx>

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles that would cause the application of the laws of another jurisdiction.

Key Definitions

LEARN360: A cloud-based content hosting and digital media delivery, management platform operated by Licensor that is accessed by Authorized Users.

Authorized Users: Current educators, administrators, students, or staff of Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are enrolled at Licensee's school(s) listed in Exhibit A hereto (the community), who are permitted to access LEARN360 from within the Licensee's premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by Licensee. Educators, administrators, students, or staff of Licensee not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins") are permitted access while physically present.

Commercial Use: Use for the purposes of monetary reward (whether by or for Licensee or Authorized User) by means of admission charge or fee for viewing, sale, loan, transfer, or other form of exploitation of the Video Titles.

Subscription Term: The period during which Licensee and Authorized Users may access the LEARN360 platform.

Video Title and Digital Media: A complete individual video program, which may be available in whole or in part on the LEARN360 platform or acquired separately in digital or hard copy format. All other digitized media resources such as teacher guides, student activities and worksheets, music tracks, audio and video speeches and audio books or other digital media Licensor may add to the LEARN360 platform.

Term and Termination

The pricing for this license (the "Fees") for the Term shall be as follows:

Option A: District wide, One year

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Years	Total
7 schools	Learn360	\$995	\$595 per school \$395 schools less than 150	1	\$4,165
Total					\$4,165

Option B: District wide, Three year

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Years	Total
7 schools	Learn360	\$995	\$595 per school \$395 schools less than 150	3	\$12,495
10% discount for multi-year prepayment					(\$1,249.50)
Total					\$11,245.50

Agreed:

1. ☒ **Option A One-Year**
2. ☐ **Option B Three Year**

The offer set forth in this Agreement shall be open through 06/30/2013.

The term of this Agreement shall commence on the current expiration date and continue in force through 6/30/2014 or 2016 depending on the option chosen. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to LEARN360 shall cease.

Notwithstanding the above, this Agreement may be terminated by Licensor if Licensee materially fails to perform or comply with this Agreement or any provision hereof. Termination hereunder shall be effective 30 days after written notice of termination given by Licensor to Licensee, if Licensee's defaults have not been cured within such 30 day period.

All other terms and conditions governing this license shall be as set forth in the Terms of Use. Licensor may revise such Terms of Use from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

Grant of License

Licensor grants to Licensee a non-exclusive, non-transferable license to provide Authorized Users access to LEARN360 consistent with the provisions of this Agreement. Grant of License is conditional upon payment of subscription fee to Licensor by Licensee or third party acting on behalf of Licensee. Grant of License is provided to Licensee only and is not extended to corporate parent, subsidiaries, or other affiliated institutions unless specifically provided for in this Agreement. Any rights not specifically included herein are reserved to Licensor.

Permitted Uses of LEARN360

LEARN360 is licensed solely to Licensee and Authorized Users for classroom teaching, research, presentations, and educational non-commercial multimedia projects for use in educational institutions, provided no admission or other fees are charged for public viewing. Licensee and Authorized Users may stream, display, publicly perform (except when public performance is restricted by copyright holders), or exhibit the Video Titles asynchronously on a single computer or network, course management system, or password-protected website. Licensee and Authorized Users may electronically save, organize, and share Video Titles or parts thereof with other Authorized Users using tools provided with LEARN360.

Prohibited Uses of LEARN360

Neither Licensee nor Authorized Users may (1) mount or distribute any element of LEARN360 on any electronic network accessible to parties who are not Authorized Users, including without limitation the Internet and the World Wide Web; (2) use all or any part of LEARN360 for Commercial Use or; (3) copy, transmit, modify, distribute, sell, or create derivative works from the Video Titles except as expressly permitted under applicable law or as described herein. Interlibrary loan functionality is not supported by the LEARN360 platform.

Composition of LEARN360

Licensor may add Video Titles and Digital Media to LEARN360 at regular intervals during the course of the Subscription Term at no added cost to Licensee. Licensor may also be required to purge from LEARN360 at regular, scheduled intervals Video Titles and or Digital Media that are no longer in distribution, after which such Video Titles and Digital Media will be removed from LEARN360 and will no longer be accessible by Licensee or Authorized Users. Licensor agrees to provide advance notice of discontinuation whenever reasonably possible, and will offer Licensee the option to purchase a permanent license, provided Licensor has the right to do so.

Password Protection/License Compliance

Licensee agrees to protect its passwords from use by unauthorized persons by taking reasonable measures to prevent access by unauthorized persons. Licensee further agrees to take all necessary, reasonable, and prudent precautions to keep others from violating this Agreement. Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement and to seek other available remedies under the law.

Disclaimer of Warranties

LEARN360 is supplied 'as is' and Licensor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, site availability, accuracy of the information contained in the Video Titles and Digital Media, merchantability, or fitness of use for a particular purpose. Licensee's use of LEARN360 is at Licensee's sole risk.

Limitation of Liability

Under no circumstances shall the Licensor, its affiliates or content providers be liable to the Licensee or any other person, including but not limited to Authorized Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Video Titles. Irrespective of the cause or form of action, the Licensor's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the subscription fee paid by the Licensee to the Licensor under this license in respect of the Subscription Term during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies.

Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of Licensee's installation and use of the Licensed Materials or technical support provided by Licensor.

Learn 360 - Elementary

Indemnification

Each party agrees to indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

Trademarks

Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on the Video Titles and Digital Media without express written consent from their respective trademark owners.

Miscellaneous

Licensor's rights, including but not limited to all rights of remedy for Licensee's breaches under this Agreement, shall continue in perpetuity. With the exception of the rights to use LEARN360, all other provisions of this Agreement shall survive termination and shall continue to legally bind Licensee. No delay or failure of Licensor to take action under this Agreement will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.

This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to LEARN360, supersedes any prior written or oral agreement or understandings between the parties with respect to LEARN360, and cannot be changed or terminated orally but only in writing signed by both parties.

Licensee / Educational Organization:

Signature: Ted S. Popplewell

Title: Director, Elem. Educ.

Printed Name: Ted Popplewell

Date: 6-12-13

Bill To:

As listed on P.O.

Name: _____

Title: _____

Implementation Contact:

Name: _____

Title: _____

Please fax the signed agreement to:

Attention: Steve Kindel

Fax # **212-313-9443**

P.O.# _____

Please make purchase order out to "Infobase Learning" and remit payment (NET 30 DAYS) to:

Infobase Learning

PO Box 26223

New York, NY 10087-6223

Federal Tax ID: 13-3720604

SCHEDULE A LICENSED SCHOOL(S)

For large school districts please include the list of authorized users in an Excel spreadsheet or expand the form and e-mail to: skindel@learn360.com

Infobase Learning

Exhibit A - Licensee School(s) Setup

Product: Enter the subscription product(s) here						
Licensee Schools - School Name	Students	Cost	School Contact: First Name	School Contact: Last Name	e-mail address	School Phone #
BICKEL ELEMENTARY SCHOOL	312	\$595				
HARRISON ELEMENTARY SCHOOL	553	\$595				
I B PERRINE ELEMENTARY SCHOOL	651	\$595				
LINCOLN ELEMENTARY SCHOOL	469	\$595				
MORNINGSIDE ELEMENTARY SCHOOL	612	\$595				
SAWTOOTH ELEMENTARY SCHOOL	552	\$595				
Oregon Trail Elementary	588	\$595				

Customer Support

Tier 1: Customers receive a live support person when they call during normal business hours (Monday- Friday 7:30 am EST- 8:30pm EST). Support requests are also handled via e-mail. Any voicemails or e-mails submitted after business hours are returned promptly the next business day. Problems that cannot be resolved by LEARN360 Tier 1 representatives are immediately escalated to Tier 2.

Tier 2: Representatives have additional remote support tools at their disposal that allow for more in depth resolution solving possible. LEARN360 Tier 2 representatives use GoTo Assist to remotely connect, troubleshoot and fix any Mac or PC LEARN360 issue a customer has. 90% of the issues logged by our support department are resolved over the phone at the time of call in.

Tier 3: In the event that a customer's support issue requires that of a programmer interaction, those issues are promptly handed off for a quick resolution. LEARN360 support representatives maintain an open line of communication throughout the entire process, ensuring that the customer knows exactly what is being done to resolve their issue.



Digital License Agreement LEARN360 Subscription Plan

This Agreement made May 14, 2013 between Infobase Learning, 132 West 31st Street, 17th Floor, New York, NY 10001 ("Licensor") and Twin Falls School District, 201 Main Ave West, Twin Falls, Idaho, 83001 ("Licensee") regarding access to Video Titles and Digital Media content, controlled by Licensor to be made available to Licensee per agreed upon Term on a subscription basis and as set forth in the Terms of Use located at <http://LEARN360.com/UserTerms.aspx>

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles that would cause the application of the laws of another jurisdiction.

Key Definitions

LEARN360: A cloud-based content hosting and digital media delivery, management platform operated by Licensor that is accessed by Authorized Users.

Authorized Users: Current educators, administrators, students, or staff of Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are enrolled at Licensee's school(s) listed in Exhibit A hereto (the community), who are permitted to access LEARN360 from within the Licensee's premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by Licensee. Educators, administrators, students, or staff of Licensee not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins") are permitted access while physically present.

Commercial Use: Use for the purposes of monetary reward (whether by or for Licensee or Authorized User) by means of admission charge or fee for viewing, sale, loan, transfer, or other form of exploitation of the Video Titles.

Subscription Term: The period during which Licensee and Authorized Users may access the LEARN360 platform.

Video Title and Digital Media: A complete individual video program, which may be available in whole or in part on the LEARN360 platform or acquired separately in digital or hard copy format. All other digitized media resources such as teacher guides, student activities and worksheets, music tracks, audio and video speeches and audio books or other digital media Licensor may add to the LEARN360 platform.

Term and Termination

The pricing for this license (the "Fees") for the Term shall be as follows:

Option A: District wide, One year

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Years	Total
4 schools	Learn360	\$995	\$595 per school \$495 schools less than 150	1	\$2,280
Total					\$2,280

Option B: District wide, Three year

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Years	Total
4 schools	Learn360	\$995	\$595 per school \$495 schools less than 150	3	\$6,840
10% discount for multi-year prepayment					(\$684)
Total					\$6,156

Agreed:

1. ☒ Option A One-Year
2. ☐ Option B Three Year

The offer set forth in this Agreement shall be open through 06/30/2013.

The term of this Agreement shall commence on the current expiration date and continue in force through 6/30/2014 or 2016 depending on the option chosen. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to LEARN360 shall cease.

Notwithstanding the above, this Agreement may be terminated by Licensor if Licensee materially fails to perform or comply with this Agreement or any provision hereof. Termination hereunder shall be effective 30 days after written notice of termination given by Licensor to Licensee, if Licensee's defaults have not been cured within such 30 day period.

All other terms and conditions governing this license shall be as set forth in the Terms of Use. Licensor may revise such Terms of Use from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

Grant of License

Licensor grants to Licensee a non-exclusive, non-transferable license to provide Authorized Users access to LEARN360 consistent with the provisions of this Agreement. Grant of License is conditional upon payment of subscription fee to Licensor by Licensee or third party acting on behalf of Licensee. Grant of License is provided to Licensee only and is not extended to corporate parent, subsidiaries, or other affiliated institutions unless specifically provided for in this Agreement. Any rights not specifically included herein are reserved to Licensor.

Permitted Uses of LEARN360

LEARN360 is licensed solely to Licensee and Authorized Users for classroom teaching, research, presentations, and educational non-commercial multimedia projects for use in educational institutions, provided no admission or other fees are charged for public viewing. Licensee and Authorized Users may stream, display, publicly perform (except when public performance is restricted by copyright holders), or exhibit the Video Titles asynchronously on a single computer or network, course management system, or password-protected website. Licensee and Authorized Users may electronically save, organize, and share Video Titles or parts thereof with other Authorized Users using tools provided with LEARN360.

Prohibited Uses of LEARN360

Neither Licensee nor Authorized Users may (1) mount or distribute any element of LEARN360 on any electronic network accessible to parties who are not Authorized Users, including without limitation the Internet and the World Wide Web; (2) use all or any part of LEARN360 for Commercial Use or; (3) copy, transmit, modify, distribute, sell, or create derivative works from the Video Titles except as expressly permitted under applicable law or as described herein. Interlibrary loan functionality is not supported by the LEARN360 platform.

Composition of LEARN360

Licensor may add Video Titles and Digital Media to LEARN360 at regular intervals during the course of the Subscription Term at no added cost to Licensee. Licensor may also be required to purge from LEARN360 at regular, scheduled intervals Video Titles and or Digital Media that are no longer in distribution, after which such Video Titles and Digital Media will be removed from LEARN360 and will no longer be accessible by Licensee or Authorized Users. Licensor agrees to provide advance notice of discontinuation whenever reasonably possible, and will offer Licensee the option to purchase a permanent license, provided Licensor has the right to do so.

Password Protection/License Compliance

Licensee agrees to protect its passwords from use by unauthorized persons by taking reasonable measures to prevent access by unauthorized persons. Licensee further agrees to take all necessary, reasonable, and prudent precautions to keep others from violating this Agreement. Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement and to seek other available remedies under the law.

Disclaimer of Warranties

LEARN360 is supplied 'as is' and Licensor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, site availability, accuracy of the information contained in the Video Titles and Digital Media, merchantability, or fitness of use for a particular purpose. Licensee's use of LEARN360 is at Licensee's sole risk.

Limitation of Liability

Under no circumstances shall the Licensor, its affiliates or content providers be liable to the Licensee or any other person, including but not limited to Authorized Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Video Titles. Irrespective of the cause or form of action, the Licensor's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the subscription fee paid by the Licensee to the Licensor under this license in respect of the Subscription Term during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies.

Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of Licensee's installation and use of the Licensed Materials or technical support provided by Licensor.

Indemnification

Each party agrees to indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

Trademarks

Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on the Video Titles and Digital Media without express written consent from their respective trademark owners.

Miscellaneous

Licensor's rights, including but not limited to all rights of remedy for Licensee's breaches under this Agreement, shall continue in perpetuity. With the exception of the rights to use LEARN360, all other provisions of this Agreement shall survive termination and shall continue to legally bind Licensee. No delay or failure of Licensor to take action under this Agreement will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.

This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to LEARN360, supersedes any prior written or oral agreement or understandings between the parties with respect to LEARN360, and cannot be changed or terminated orally but only in writing signed by both parties.

Licensee / Educational Organization:

Signature: _____

Title: Director of Secondary Curriculum

Printed Name: Lennart Erickson

Date: 6/14/13

Bill To:

As listed on A.O.

Name: _____

Title: _____

Implementation Contact:

Name: _____

Title: _____

Please fax the signed agreement to:

Attention: Steve Kindel

Fax # **212-313-9443**

P.O.# _____

Please make purchase order out to "Infobase Learning" and remit payment (NET 30 DAYS) to:

Infobase Learning

PO Box 26223

New York, NY 10087-6223

Federal Tax ID: 13-3720604

SCHEDULE A LICENSED SCHOOL(S)

For large school districts please include the list of authorized users in an Excel spreadsheet or expand the form and e-mail to: skindet@learn360.com

Infobase Learning

Exhibit A - Licensee School(s) Setup

Product: Enter the subscription product(s) here						
Licensee Schools - School Name	Students	Cost	School Contact: First Name	School Contact: Last Name	e-mail address	School Phone #
CANYON RIDGE HIGH SCHOOL	925	\$595				
TWIN FALLS HIGH SCHOOL	1152	\$595				
VERA C O'LEARY MIDDLE SCHOOL	870	\$595				
TWIN FALLS BRIDGE ACADEMY	41	\$495				

Customer Support

Tier 1: Customers receive a live support person when they call during normal business hours (Monday- Friday 7:30 am EST- 8:30pm EST). Support requests are also handled via e-mail. Any voicemails or e-mails submitted after business hours are returned promptly the next business day. Problems that cannot be resolved by LEARN360 Tier 1 representatives are immediately escalated to Tier 2.

Tier 2: Representatives have additional remote support tools at their disposal that allow for more in depth resolution solving possible. LEARN360 Tier 2 representatives use GoTo Assist to remotely connect, troubleshoot and fix any Mac or PC LEARN360 issue a customer has. 90% of the issues logged by our support department are resolved over the phone at the time of call in.

Tier 3: In the event that a customer's support issue requires that of a programmer interaction, those issues are promptly handed off for a quick resolution. LEARN360 support representatives maintain an open line of communication throughout the entire process, ensuring that the customer knows exactly what is being done to resolve their issue.

The Library Corporation - All Schools
THE LIBRARY CORPORATION
P.O.Box 1610
Inwood, WV 25428
800-624-0559 • FAX 304-229-0295

INVOICE
INVOICE # 2013080138
Fed Tax # 52-1043428

DATE OF INVOICE
5/29/2013

Purchasing
TO: ~~Vivian Wells~~
Twin Falls School District
201 Main Avenue West
Twin Falls, ID 83301

SHIP TO:
Twin Falls School District
201 Main Avenue West
Twin Falls, ID 83301

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	TERMS	YOUR ORDER NUMBER	
290081			NET	RENEWAL	
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
1	039 ENHANCED CONTENT RENEWAL Sep 2013-Aug 2014			\$2,311.00	\$2,311.00
1	147 LIBRARY.SOLUTION SOFTWARE SPT Sep 2013-Aug 2014 Software support and enhancements, plus unlimited technical support.			\$7,371.00	\$7,371.00
				TOTAL	\$9,682.00 US\$

JUN 3 2013

TLC

Delivering Your Deliverables

Thank You

ORIGINAL

TWIN FALLS SCHOOL DISTRICT #411
CONTRACTUAL SERVICES AGREEMENT
AUGUST 1, 2013 – AUGUST 1, 2014

This contract is entered into by Twin Falls School District #411 (District) and Deborah J May, PT, (Contractor), for the purpose of the Contractor to provide physical therapy services for said District as outlined below under Services:

Relation of Parties:

- a. The Contractor's status under this contract is that of an independent contractor and not an employee of the District.
- b. It is understood the District does not agree to use the Contractor exclusively, and the Contractor is free to provide similar services for other parties as long as the agreement of services is met for the District

Records:

- a. The Contractor agrees to produce and maintain all required documents as directed by the District.
- b. Contractor acknowledges and agrees to observe confidentiality of information

Licenses:

For the duration of the contract, the Contractor will maintain in effect and have in possession, all applicable licenses required by state and federal laws for physical therapists: APTA certification, Idaho PT licensure.

Services:

Contractor will provide physical therapy direct services, evaluations, assessments, teaming, training, collateral contact, consultations, and other duties as outlined in "Contracted Physical Therapist" job description as necessary and requested. Services will be performed over the stated contract period

Insurance:

- a. There will be an effective worker's compensation insurance policy in force covering the Contractor. The Contractor shall produce proof of valid worker's compensation coverage upon request.
- b. There will be an effective liability insurance policy in force covering the Contractor. The Contractor shall produce proof of valid liability insurance upon request. The Contractor shall name the District as

an additional insured in the liability insurance policy.

Termination:

The District or the Contractor may cancel this contract at any time upon thirty (30) calendar days' written notice specifying the date of termination.

Billing:

The Contractor shall produce and submit a monthly bill for services rendered and mileage accrued. Fees are agreed as per the following:

\$67.00/hour services rendered
\$00.555/mile for miles traveled between schools

Contract Period:

Contract period to be defined as: August 1, 2013 through August 1, 2014.

Signatures:

In witness whereof, the parties have executed this agreement

CONTRACTOR:

Name: Deborah J May, PT

Title: Physical Therapist

Mailing Address:

23 Bell Rapids Rd

Hagerman

ID 83332

Phone:

208-308-2801

208-837-4547

Signature:

Deborah J May

Date: 8/1/13

TWIN FALLS SCHOOL DISTRICT #411:

Name:

Clara Allred

Title:

Director Support Services

Mailing Address:

301 Main Ave West

Twin Falls, Id 83301

Support Services

Phone:

208-733-8456

Signature:

Clara Allred

Date: 8-1-13

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and McClimans Construction, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Remove cabinets & reinstall at new location, remove existing steel door, fill in, drywall finish, remove drywall from wall, expose electrical and plumbing, re-locate or terminate as needed. Install header and post to support roof members, demo wall framing, trim out T Bar ceiling, repair drywall prep for paint
Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd. (Library)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,050.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the XXXXX day of (work completed), 20 XX.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of N/A per N/A as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

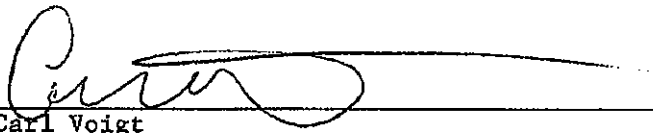
McClimans Construction - Sawtooth

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

McClimans Construction, Inc.
Contractor's License #: RCE-32670
Public Works License # PWC-C-12985-CG-2-3
By: 
Title: President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of September, 20 13, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Install 24 category 6 data cables to 5 locations in the current library tht is going to be used as a lab. Terminate on a new Ortronics 24 port category 6 patch panel in an existing rack or cabinet & test. Also provide three Ortronics horizontal cable management panels. (as per estimate)
Location that work is to be performed
at: Twin Falls Bridge Academy, 616 Eastland Drive
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,490.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 6th day of September, 20 13.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Selt
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 3rd day of September, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling and repairs in C Hall (as per estimate)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,575.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 20th day of September, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 0156523D-4
By: William Selt
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of October,
2013 by and between Twin Falls School District, hereafter
called Owner, and Magic Valley Electric, hereafter called
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling for wireless access points (estimate includes
all parts, materials, installation, and a one-year warranty on
parts and workmanship)

Location that work is to be performed
at: Bickel Elementary School, 607 2nd Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$1,958.00. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 31st day of October, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

Magic Valley Electric - Bickel

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson

Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric

Contractor's License #: ELE-C-33843

Public Works License # 015652-D-4

By: William Sells

Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of October, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Data cabling for wireless access points (estimate includes all parts, materials, installation and a one-year warranty on parts and workmanship)
Location that work is to be performed
at: Oregon Trail Elementary School, 660 Park Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,628.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of October, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

Magic Valley Electric - Oregon Trail

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Self
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of October, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Data cabling for wireless access points (estimate includes all parts, materials, installation, and a one-year warranty on parts and workmanship)

Location that work is to be performed
at: O'Leary Middle, 2350 Elizabeth Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,398.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of October, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson

Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric

Contractor's License #: ELE-C-33843

Public Works License # 015652-D-4

By: William Sall

Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of October, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Data cabling for wireless access points (estimate includes all parts, materials, installation, and a one-year warranty on parts and workmanship)

Location that work is to be performed
at: Morningside Elementary School, 701 Morningside Drive
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,309.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of October, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson

Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric

Contractor's License #: ELE-C-33843

Public Works License # 015652-D-4

By: William Salt

Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Cabling for security cameras in front entry (as per estimate)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$385.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of November, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady A. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Self
Title: Owner

**TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411**
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling in FACS rooms in C-Hall (as per estimate)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,250.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of November, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Selt
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: A/V cabling in C hall classrooms (as per estimate)

Location that work is to be performed

at: Twin Falls High School, 1615 Filer Ave. E.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,035.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of November, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Salt
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Messaging sign fiber optic cabling repair (as per estimate)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,529.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of November, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William S. [Signature]
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 14th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling for wireless points (estimate includes all parts, materials, installation, and a one-year warranty on parts and workmanship)

Location that work is to be performed
at: Harrison Elementary School, 600 Harrison St.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,420.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Sells
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 14th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling for wireless access points (estimate includes all
parts, materials, installation, and a one-year warranty on parts
and workmanship)

Location that work is to be performed
at: Robert Stuart Middle School, 644 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,650.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

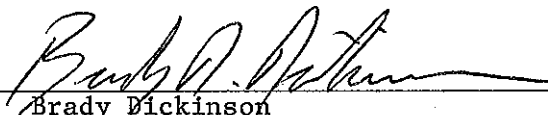
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

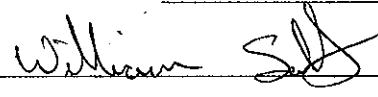
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: 
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 14th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling for wireless points (estimate includes all parts, materials, installation, and a one-year warranty on parts and workmanship)

Location that work is to be performed
at: Lincoln Elementary School, 238 Buhl Street
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,805.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Salt
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 14th day of November, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling for wireless access points (estimate includes all parts, materials, installation, and a one-year warranty on parts and workmanship)

Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,080.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

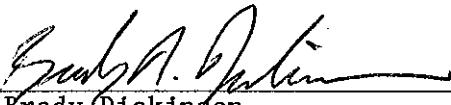
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

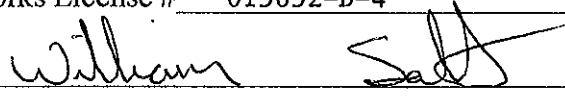
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: 
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 3rd day of December, 2013, by and between Twin Falls School District, hereafter called Owner, and Magic Valley Electric, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling in front office, security/camera cabling and
AV cabling (estimate includes all parts, materials, installation and
a one-year warranty on parts and workmanship)
- Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,578.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady A. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-D-4
By: William Sells
Title: Owner

Magic Valley Electric - TFHS

**TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411**
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 9th day of April,
2014, by and between Twin Falls School District, hereafter
called Owner, and Magic Valley Electric, hereafter called
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Data cabling in B & E Hall (estimate includes all parts,
materials, installation, and a one-year warranty on parts and
workmanship)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$3,465.00. Once the work is completed, inspected and we receive the
invoice from the Contractor, then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 30th day of May, 20 14.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

Magic Valley Electric - TFHS

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-A-4
By: William S. [Signature]
Title: Owner

Magic Valley Electric - TFHS

**TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411**201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474**SERVICES CONTRACT**

This contract is hereby made and entered into this 29th day of April,
2014, by and between Twin Falls School District, hereafter
called Owner, and Magic Valley Electric, hereafter called
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Gigabit testing, labeling, and wiremap repairs of data cabling
(estimate includes all parts, materials, installation and a one-year
warranty on parts and workmanship)

Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$8,064.00. Once the work is completed, inspected and we receive the
invoice from the Contractor, then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 31st day of May, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

Magic Valley Electric - TFHS

- increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
 8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
 9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
 10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
 11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
 12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
 13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
 14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
 15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

Magic Valley Electric - TFHS

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Magic Valley Electric
Contractor's License #: ELE-C-33843
Public Works License # 015652-A-4
By: William S. H.
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

JUL 18 2013

GENERAL CONTRACT

This contract is hereby made and entered into this 9th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and Petersen Brothers Construction, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: New Baseball Building--50' x 90' x 16' with insulated roof, R-19 and R-13 walls. Footings & foundation as per local code. One 12' x 8' insulated overhead door manually operated. Two steel insulated walk door. Colored metal wall panels and galvalume roof. Includes engineering, building permit application and fees.
Location that work is to be performed at: Twin Falls High School, 1845 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$81,000.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of October, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

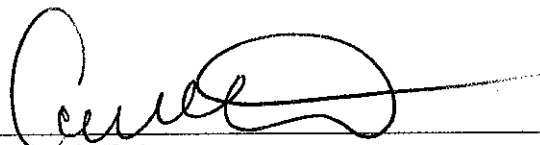
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts

and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

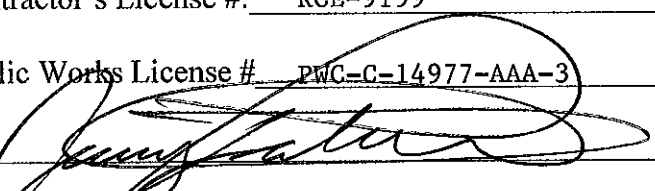
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
18. This agreement shall be interpreted under the laws of the State of Idaho.
19. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Carl Voigt
Title: Director of Educational Technology & Operations

CONTRACTOR:

Petersen Brothers Construction, Inc.
Contractor's License #: RCE-9199
Public Works License # PWC-C-14977-AAA-3
By: 
Title: President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2014, by and between Twin Falls School District, hereafter called Owner, and Pioneer Floors Carpet One, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Repair seams, and lay down new patch of commercial inlaid vinyl
(vinyl supplied by district). All other seams to be repaired and new
metal strip for doorway.

Location that work is to be performed
at: O'Leary Middle School, 2350 Elizabeth Blvd. (Gym Building)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,016.69. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 17th day of February, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson by Sheila Pinchait
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Pioneer Floors Carpet One
Contractor's License #: RCE-7077
Public Works License # PWC-C-11442-A-4
By: Colleen Jase
Title: Sales



WSCA/NASPO FMV Lease Option C Agreement

Account # 10 - State of Idaho

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Agreement Number

Your Business Information

Twin Falls School District 411

~~SCHOOL DISTRICT 411~~

826000892

Full Legal Name of Customer

DBA Name of Customer

Tax ID # (FEIN/TIN)

201 MAIN AVE W BLDG

TWIN FALLS

ID

83301-6103

Billing Address: Street

City

State

Zip+4

Naomi Briggs/Accounts Payable

(208) 732-7518

91337950207

Billing Contact Name

Billing Contact Phone #

Billing CAN #

201 MAIN AVE W BLDG

TWIN FALLS

ID

83301-6103

Installation Address (if different from billing address): Street

City

State

Zip+4

Jody Goff

(208) 733 6900 ext

91337950207

Installation Contact Name

Installation Contact Phone #

Installation CAN #

NA

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

Your Business Needs

Qty Business Solution Description

Mail Stream Solution - 3

1 DM475 Digital Mailing System

1 IntelliLink Interface / PSD for DM300C/ DM400C/DM450C

1 Accounting (50 Dept) Software

1 5 lb Integrated Weighing

1 Integrated Weighing Platform

1 IntelliLink Subscription

Check items to be included in customer's payment

☒ Equipment Maintenance (Included with your payments for the Initial term)

Provides service coverage including certain parts and labor

☐ Software Maintenance (1st year included)

Provides revision updates and technical assistance

☒ Soft-Guard® Subscription (Included with your meter rental)

Provides postal and carrier updates

☒ IntelliLink® Subscription/Meter Rental

Provides simplified billing and includes () resets per year

() Confirmation Services

Electronic access to postal confirmation service

() Purchase Power®

Receive an invoice for postage, consolidated billing and enhanced management reporting information.

Your Payment Plan

Number Of Months	Monthly Amount *
First 60	\$196.97

(*Does not include any applicable taxes)

() Required advance check of \$() received

Tax Exempt#

State Tax (if applicable)

() Tax Exempt Certificate Attached

() Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on Attachment B (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

PADD1096

Customer Signature

Date

State's/Entity's Participating Addendum #

Robert Seaman

Dir of Fiscal Affairs/Treasurer

rinehart@tfsd.org

rinehartsh@tfsd.org

Print Name

Title

Email Address

Sales Information

Linda-Diane Hill

021

Account Rep Name

District Office

PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

(C0174889.2)

Page 1

See www.pb.com/states for additional terms and conditions

WSCA / NASPO FMV Lease Option C Agreement (Version 3/13)

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OPTION C -- WSCA/NASPO FAIR MARKET VALUE LEASE TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement.

The Pricing Plan for the WSCA/NASPO Fair Market Value Lease Terms and Conditions is as follows:

Monthly Billing:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0342
48	.0277
60	.0237

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.

L2.2 **You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.**

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of

receiving your written notice of loss or damage, you may terminate this Lease.

- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.5 All applicable taxes required to be collected by us will be shown on the invoice.

L12.6 If there is a conflict between any of the terms and conditions in this Agreement and the Master Agreement ADSP011-00000411, this Agreement shall prevail.

**TWIN FALLS SCHOOL DISTRICT
Service Provider Agreement
For Twin Falls High School Sports Medicine Services**

School Contact Person: Mike Federico, Athletic Director
Allyn Reynolds, ATC/Head Football Coach

Service Provider: Primary Therapy Source, LLC
Tax ID # 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333; Fax 208-734-8350
Email: primarytherapysource2@yahoo.com

Physical Therapists: Jan Yingst, MPT, PCS; Teresa Prine, MSPT, PCS
Jackie Dux-Price, DPT; Nash Johnson, DPT

Proof of Liability Insurance: Healthcare Providers Service Organization
Group Policy # 0265758932

Workers Compensation Ins: State Insurance Fund
Policy # 581310

THIS AGREEMENT, entered into this date, August 12, 2013, by and between Primary Therapy Source, LLC, hereinafter referred to as the "Service Provider" and Twin Falls School District.

The Service Provider desires to provide and TWIN FALLS SCHOOL DISTRICT desires to purchase sports medicine/athletic training services for student athletes for Twin Falls High School.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

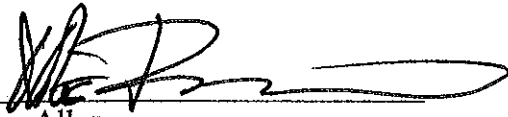
1. **TERM:** This Agreement shall commence on August 12, 2013 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **SERVICE PROVIDER RESPONSIBILITIES:** Provide sports medicine services including athletic training and/or physical therapy to student athletes in the Twin Falls School District as a result of injuries incurred during school-sponsored practices and sporting events including football, volleyball, cross-country or soccer during the contract term stated below. A general expectation of time at the school is from 3:30 – 6:00 pm Monday, Tuesday and Wednesday and games on Thursdays and Fridays throughout the fall season as well as coverage at football practices twice daily in August for 2 hours each practice. Season

Primary Therapy Source

duration expectation is from August 14th through October 26, 2012, with extension for state tournaments in November, 2012.

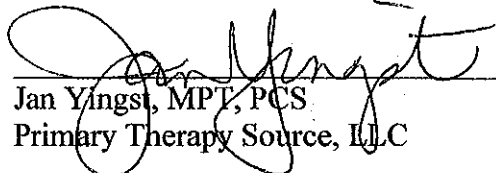
3. **DISTRICT RESPONSIBILITIES:** The Twin Falls High School will provide adequate supplies, equipment and space necessary for the Service Provider to perform the sports medicine services required for the student athletes. The District will also provide verification of parent consent for the services to be provided to the student athletes.
4. **PAYMENT FOR SERVICES:** The Service Provider will be compensated for the services provided at a total of \$6,500.00 for the period of August 14th through November 9, 2012 as well as display of a Primary Therapy Source banner in the stadium and in the gymnasiums throughout the 2013-2014 school year. Payments will be made to Primary Therapy Source on Sept 5th, October 5th and November 5th for \$2166.66 each to complete the contract.
5. **RELATIONSHIP OF THE PARTIES:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under the contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.

For the District:


Ben Allen

Ad 8/13/13
Title or Position Date

Service Provider:


Jan Yingsi, MPT, PCS
Primary Therapy Source, LLC

CEO 8/14/13
Title or Position Date

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 18th day of March, 2014, by and between Twin Falls School District, hereafter called Owner, and Quality Roofers, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Installation of 30-yr architectural shingle over the existing roofing system according to FHA specifications. Includes Style D metal, roof vents and new pipe flashings where needed. Clean up of work area included. All deck work is on a cost plus basis if any is required.

Location that work is to be performed

at: Harrison Elementary School, Modular #2, 600 Harrison Street

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,940.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 14th day of April, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims

for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Quality Roofers, Inc.
Contractor's License #: RCE-498
Public Works License # PWC-0-11944-B-4
By: James W. Wall
Title: PRESIDENT

R-Cubed Service and Sales, Inc.

11126 Shady Trail, Ste. 101
 Dallas, TX 75229
 United States

Voice: 972-243-3830
 Fax: 972-243-6972

QUOTATION

Quote Number: 122924
 Quote Date: Jul 16, 2013
 Page: 1

Quoted To:

TWIN FALLS SCHOOL DISTRICT
 201 MAIN AVENUE WEST
 TWIN FALLS, ID

Phone: 208-733-6900
 Contact:

Customer ID	Good Thru	Payment Terms	Sales Rep
TFSD	8/15/13	Net 30 Days	RW

Quantity	Item	Description	Unit Price	Amount	
1.00	M86AEP-WFR-BASE	WFR BUNDLE-WEB FILTERING & REPORTING, LOGGING LICENSE - 3 YEAR TERM	47,520.00	47,520.00	X
1.00	M86AEP-WFR-BASE	WFR-500 FILTER APPLIANCE W/SSL	3,995.50	3,995.50	
1.00	M86AEP-WFR-BASE	WFR APPLIANCE WARRANTY - 2 YEARS	699.00	699.00	
1.00	M86AEP-SWG	SECURITY REPORTER APPLIANCE -SR500	5,595.00	5,595.00	
1.00	M86AEP-SWG	SRA APPLIANCE WARRANTY	899.25	899.25	
1.00	M8AEP-3	WFR INSTALL - REMOTE	750.00	750.00	
1.00	DCF	EDUCATIONAL DISCOUNT FEE	3,000.00	-3,000.00	X
2.00	S/H	Shipping/Handling Charge	105.00	210.00	
Subtotal				56,668.75	
Sales Tax					
TOTAL				56,668.75	

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 16th day of January, 2014, by and between Twin Falls School District, hereafter called Owner, and Reis Plumbing & Heating, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Repair of sewerline (drain lines)

Location that work is to be performed
at: Bickel Elementary School, 607 2nd Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,000.00 (estimate) Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

Reis Plumbing & Heating - Bickel

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson

Title: Director of Operations & Technology Education

CONTRACTOR:

Reis Plumbing & Heating

Contractor's License #: PLB-C03344

Public Works License #: 12330-AAA-4

By: [Signature]

Title: SERVICE TECH

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 5th day of August, 2013, by and between Twin Falls School District, hereafter called Owner, and Reis Plumbing & Heating, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Material and labor to install customer supplied sinks

Location that work is to be performed

at: Robert Stuart Middle School, 644 Caswell Ave. W.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,646.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the day of already completed, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of N/A per N/A as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

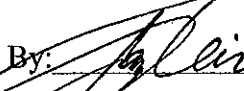
By: 
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Reis Plumbing & Heating

Contractor's License #: PLB-C03344

Public Works License # 12330-AAA-4

By: 
Title: Operations Manager

RENAISSANCE LEARNING INC.™

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1043119 Created: 05/09/2013 Incident #: 10966345

Twin Falls School District 411 - 250074

201 Main Ave W

Twin Falls, ID 83301-6103

Contact: Kay Rehn - (208) 733-6507

Email: rehanka@tfsd.org

Quote Totals by Product

	Reading		Hosting	Totals
	STAR Reading	Accelerated Reader		
Morningside Elementary School - 250115	\$214.50	\$2,200.00	\$499.00	\$2,913.50
Quote Totals	\$214.50	\$2,200.00	\$499.00	\$2,913.50

Quote #:	1043119	Quote Total:	\$2,913.50
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This quote contains subscription-based software.

This quote is for 1 school and includes the following discounts: \$1,848.00 in applied discounts.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Andrea Galvan at (877)204-5056 or Marvin Thompson at (800)560-0113, Thank You.

Authorized signature: _____ Printed signature: _____ Date: _____

Title: _____ PO# 39441

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax.) Standard payment terms are net 30 days from invoice date.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

Subscription Student Summary

		Student Qty	Alignment	Subscription	Totals
Accelerated Reader Start Date: 8/1/2013 **Renewal Date: 8/1/2014	Enterprise Real Time	550	-	\$2,200.00	\$2,200.00
	Morningside Elementary School - 250115	550	-	\$2,200.00	\$2,200.00
	Enterprise Real Time Subtotal	550	-	\$2,200.00	\$2,200.00
STAR Reading Start Date: 8/1/2013 **Renewal Date: 8/1/2014	Service Real Time	550	-	\$214.50	\$214.50
	Morningside Elementary School - 250115	550	-	\$214.50	\$214.50
	Service Real Time Subtotal	550	-	\$214.50	\$214.50
STAR Reading Subtotal		550	-	\$214.50	\$214.50

Quote 1043119
Twin Falls School
District 411
201 Main Ave W
Twin Falls, ID
83301-6103

Morningside Elementary School - 250115

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 350 students	Subscription	\$2,200.00
SR Service Real Time Subscription Renewal Includes access for up to 350 students	Subscription	\$214.50
Annual All Product RP Hosting Fee Renewal	1	\$499.00
Morningside Elementary School Subtotal:		\$2,913.50

Quote Subtotal: \$2,913.50
Shipping & Processing: \$0.00
Grand Total: \$2,913.50

RENAISSANCE LEARNING INC.™

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1063752 Created: 06/11/2013 Incident #: 11021494

Twin Falls School District 411 - 250074

201 Main Ave W

Twin Falls, ID 83301-6103

Contact: Sheila Rinehart - (208) 733-4875

Quote Totals by Product

	Reading		Totals
	Accelerated Reader		
Robert Stuart Middle School - 250108		\$3,420.00	\$3,420.00
Quote Totals		\$3,420.00	\$3,420.00

Quote #:	1063752	Quote Total:	\$3,420.00
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This quote contains subscription-based software.

This quote is for 1 school and includes the following discounts: \$1,282.50 in applied discounts.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Andrea Galvan at (877)204-5056 or Marvin Thompson at (800)560-0113, Thank You.

Authorized signature: _____ Printed signature: _____ Date: _____

Title: _____ PO# 39440

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax). Standard payment terms are net 30 days from invoice date.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

Subscription Student Summary

		Student Qty	Alignment	Subscription	Totals
Accelerated Reader Start Date: 8/1/2013 **Renewal Date: 8/1/2014	Enterprise Real Time	855	-	\$3,420.00	\$3,420.00
	Robert Stuart Middle School - 250108	855	-	\$3,420.00	\$3,420.00
	Enterprise Real Time Subtotal	855	-	\$3,420.00	\$3,420.00
Accelerated Reader Subtotal		855	-	\$3,420.00	\$3,420.00

Quote 1063752

**Twin Falls School
District 411
201 Main Ave W
Twin Falls, ID
83301-6103**

Robert Stuart Middle School - 250108

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 855 students	Subscription	\$3,420.00
Robert Stuart Middle School Subtotal:		\$3,420.00
Quote Subtotal:		\$3,420.00
Shipping & Processing:		\$0.00
Grand Total:		\$3,420.00

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 19th day of December, 2013 by and between Twin Falls School District, hereafter called Owner, and Rock Creek Refrigeration, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Remove burner section of heater from small gym area and haul
away. Install new inline duct heater 450,000 btu's with new duct
and control wiring and labor

Location that work is to be performed
at: Robert Stuart Middle School, 644 Caswell Ave. W. (Gym)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,755.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 14th day of March, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson

Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: [Signature]

Title: Partner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 18th day of March, 2014, by and between Twin Falls School District, hereafter called Owner, and Rock Creek Refrigeration, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Relocate 3 condensing units from roof to the back of the building for IT department. Run 3 new line sets into the building, take first unit down, repair leak and start return and move other 2 units down and pipe in and start. Relocate electrical. Material, labor and crane
Location that work is to be performed at: Twin Falls School District--Administration Office, 201 Main Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,002.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration
Contractor's License #: 011248
Public Works License # 011958-C-4
By: [Signature]
Title: Partner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 29th day of January, 2014, by and between Twin Falls School District, hereafter called Owner, and Rock Creek Refrigeration, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Redo duct work on old heating unit

- Location that work is to be performed
at: Robert Stuart Middle School, 644 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,460.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration
Contractor's License #: 011248
Public Works License # 011958-C-4
By: [Signature]
Title: Partner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of February, 2014, by and between Twin Falls School District, hereafter called Owner, and Rocky Mountain Boiler, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Furnish and install (2) manual reset low water cut offs,
one on each boiler. (Includes all materials, labor, mileage, etc.
to complete the installation.

Location that work is to be performed at: Robert Stuart Middle School, 644 Caswell Ave. W.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,200.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 7th day of April, 2014.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

Rocky Mountain Boiler - RSMS

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady R. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Rocky Mountain Boiler, Inc.

Contractor's License #: 1368

Public Works License # PWC-C-12471-C-4

By: John H. Benson
Title: Vice President

MEMORANDUM OF UNDERSTANDING

Twin Falls School District Nursing Support

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into as of the 2th day of September 2013, between St. Luke's Magic Valley Regional Medical Center, Ltd. ("the Hospital") and Twin Falls School District, a public school district located in Twin Falls County, Idaho ("the School District").

RECITALS:

A. WHEREAS, the Hospital is a sole community hospital that was organized and operates primarily for the benefit of Magic Valley residents.

B. WHEREAS, the School District operates numerous public schools throughout the City of Twin Falls and a number of the primary and secondary school-age children who attend the schools require nursing services throughout the day or would benefit from a qualified school nurse being present at school.

C. WHEREAS, as part of the Hospital's commitment to promoting a healthy community the Hospital will ensure that the School District has the school nursing services described in this Memorandum pursuant to the terms hereof.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Recitals.

The recitals set forth above are hereby incorporated by reference into this Memorandum as a material and substantive part of this Memorandum.

2. Hospital Responsibilities.

2.1 Services. The Hospital agrees to provide two duly trained and licensed registered nurses to the School District's elementary and secondary students who will each work twenty five (25) hours per week to provide the following services in cooperation with School District personnel, (collectively the "Services") during the each school year (excluding summer sessions, if any) during which this Agreement is effective:

- a. Coordinating school health services being provided within the elementary and secondary schools;
- b. Receiving and triaging all general school nursing questions that may be identified on a daily basis and providing appropriate referral and follow-up;
- c. Providing vision screening, referral and follow-up;
- d. Providing scoliosis screening, referral and follow-up;
- e. Providing puberty classes to students in grades 5 and 6;

- f. Providing supervision of prescription and non-prescription medication and delivery systems;
- g. Supporting students identified by the School District needing to have health care plans in place.
- h. Responding to health care concerns as identified by school personnel;
- i. Providing health-related education presentations as requested for both students and faculty.
- j. Maintaining open lines of communication with St. Luke's Magic Valley Medical Center, South Central District Health and other District contracted nursing personnel.
- k. Providing drug testing services as requested by School District personnel.

2.2 Personnel. Effective as of the date of this Agreement, two (2) duly qualified and licensed registered nurses employed by Hospital, who is mutually approved by Hospital and the School District ("Nurses"), will provide one-half the Services. This Agreement shall not in any way be construed as an employment agreement between the Hospital and the nurses who are employed to provide the Services. The Nurses will continue to be "at-will" employees.

2.3 Medical Supplies. The Hospital will provide the Nurses with the supplies necessary to ensure that the Nurses can adequately provide the Services.

2.4 Service Locations. The Services will be provided to the seven elementary schools, three middle schools, and three secondary schools within Twin Falls School District # 411.

2.5 Compensation. The Hospital agrees to employ the Nurses and pay the cost of wages and benefits in accordance with applicable Hospital policies, subject to Section 3.2 of this Agreement.

3. School District Responsibilities.

3.1 Space. The School District shall provide a suitable place for the Nurses to provide Services and perform administrative duties. The space will be equipped and insured by the School District, but the Hospital will be responsible for personal items, if any, that are stored in the space. The space provided by the School District will only be used for purposes related to providing Services and the Nurses providing Services will be directed to comply with all lawful and applicable School District policies and procedures.

3.2 Compensation.

a. The School District agrees to reimburse the Hospital for the actual cost of wages and benefits that are attributable to twenty five (25) hours of the Nurses' time per week during the 2013-2014 school year, excluding summer sessions, if any. The Nurses' actual cost of wages and benefits, that the School District will be responsible to pay for, will not exceed \$655.20 per week for this contract year. The School District also agrees to reimburse each nurse for mileage from hospital to schools/school to school and approved education-related expenses that the Nurses incur in performing Services under this Agreement. The nurses will complete the district mileage form and submit it to Support Services. The district will pay each nurse for mileage incurred in providing services to the Twin Falls School District. The Hospital will

invoice the School District for these costs on a monthly basis and the School District agrees to pay the invoice in full within thirty (30) days.

b. The School District agrees to reimburse the Hospital for the actual cost of wages, and benefits that are attributable to providing orientation for the Nurses, up to a maximum of twenty (25) hours, plus benefits.

4. Work Schedule.

The School District and the Hospital will work cooperatively to develop a work schedule which sets forth the times and days of the week that Services will be provided at each elementary and secondary school during the current school year, excluding summer sessions, if any, and non-student days.

5. Confidentiality.

The Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, "HIPAA". The School District agrees to sign Hospital's most current Business Associate Agreement (attached hereto) and comply with its terms.

6. Status of the Parties.

It is understood and agreed that the parties shall at all times act as independent contractors. Nothing in this Memorandum shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Hospital and the School District other than that of independent parties to a contractual relationship as set forth in this Memorandum. The Hospital staff shall not have any claim under this Memorandum against the School District for vacation pay, sick leave pay, rights to participate in the profit sharing or retirement plans of the School District or any other retirement benefits, social security disability, unemployment, worker's compensation, or other employee benefits of any kind.

7. Term of Memorandum and Termination.

7.1 Term of Memorandum. This Memorandum shall remain in full force and effect beginning September 2, 2013 and ending on June 6, 2014.

7.2 Termination. The School District may terminate this Memorandum at any time by giving at least sixty (60) days prior written notice to the Hospital of its intention to terminate. A terminating party shall use its best efforts to inform the non-terminating party of its intention to terminate so that the non-terminating party can make alternative arrangements to address an unmet need or manage unneeded staff and resources.

7.3 Termination Upon Mutual Memorandum. This Memorandum may be terminated at any time by mutual written Memorandum between the parties.

8. Miscellaneous Provisions.

- 8.1 Entire Memorandum.** This Memorandum supersedes all previous contracts or Memoranda between the parties with respect to the subject matter hereof and constitutes the entire Memorandum between the parties.
- 8.2 Amendments.** This Memorandum may be amended only by an instrument in writing signed by both parties hereto.
- 8.3 Notices.** Any notice which is required or permitted to be given under this Memorandum shall be given by personal delivery or certified mail, return receipt requested, and directed to the respective party at its last known address. Unless and until changed, the address of the parties shall be as follows:

St. Luke's Magic Valley Regional Medical Center
Attn.: James L. Angle, FACHE
P.O. Box 409
Twin Falls, ID 83303-0409

Twin Falls School District
Attn.: Dr. Wiley J. Dobbs
201 Main Avenue West
Twin Falls, ID 83301

All notices shall be deemed given on the date of personal delivery or, if mailed postage prepaid by certified mail, return receipt requested, on the date of delivery appearing on the return receipt therefore.

- 8.4 Assignment.** This Memorandum may not be assignable by either party.

IN WITNESS WHEREOF, the Hospital and the Director have caused this Memorandum to be signed as of the day and year first above written.

ST. LUKE'S MAGIC VALLEY REGIONAL MEDICAL
CENTER, LTD.

By: James L. Angle, FACHE
Its: Chief Executive Officer

TWIN FALLS SCHOOL DISTRICT

By: Dr. Wiley J. Dobbs
Its: Superintendent

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") shall be effective on the date set forth in the first Recital below, between St. Luke's Magic Valley Regional Medical Center, Ltd., a tax-exempt Idaho nonprofit corporation ("Covered Entity") and Twin Falls School District ("Business Associate").

WHEREAS, Covered Entity and Business Associate entered into an agreement whereby Business Associate would have access to protected health information, effective September 2, 2013 ("Agreement");

WHEREAS, under the terms of the Agreement, Business Associate has access to, uses or discloses, certain information provided by Covered Entity, described as protected health information ("PHI") under the Health Information Portability and Accountability Act of 1996 and its implementing regulations (collectively "HIPAA"); and

WHEREAS, HIPAA requires Covered Entity and Business Associate to enter into an agreement setting forth the parameters of Business Associate's use of the PHI according to the HIPAA regulations.

NOW, THEREFORE, in consideration of the mutual promises below and in order to comply with all legal requirements for the protection of this PHI, the parties agree as follows:

1. Definitions: The terms in this Agreement shall have the meanings assigned under the final HIPAA regulations now in effect or amended hereafter. Key terms are defined as follows:

Access: Means the ability, means or act of reading, writing, modifying or otherwise communicating data or information or making use of any computer system resource.

Disclose, Disclosing, or Disclosure: Means the release, transfer, provision of Access to, or divulging in any manner of information outside the entity holding the information.

Minimum Necessary Information: Means (i) in the case of routine and recurring types of Disclosures, the set of data or records which the Covered Entity's policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the disclosing party; provided that (iii) in the case of a Disclosure (A) to a covered entity, (B) to a professional for purposes of providing professional services to the disclosing party, or (C) to a public official for Disclosures which are permitted by law without individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

Protected Health Information (PHI): Means any information which identifies or could in any way concern an individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not anonymized with respect to any individual who is the subject of the information.

Use: Means the sharing, employment, application, utilization, examination, analysis, anonymization, or commingling with other information, of information by a party which holds that information.

2. **Use and Disclosure:** Business Associate shall not use or disclose PHI Business Associate receives from Covered Entity unless such use or disclosure contains the Minimum Necessary Information to:

2.1 Fulfill the Business Associate's duties and obligations enumerated in the Agreement;

2.2 Ensure the proper management and administration of Business Associate's business operations, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will: (i) remain confidential; (ii) only be used or further disclosed only as required by law of for the purpose for which it was disclosed to the person; and (iii) that the person will notify Business Associate of any instances when these assurances are breached.

2.3 Carry out the Business Associate's legal responsibilities.

3. **Safeguards:** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. In addition, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability, as those terms are defined at 45 CFR §164.304, of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

4. **Unauthorized Uses and Disclosures:** Business Associate shall immediately report any use or disclosure that is inconsistent with the terms of this Agreement or applicable law, and Business Associate shall follow Covered Entity's instructions in order to mitigate the damage cause by the unauthorized use or disclosure. Business Associate will also report any security incident (as such term is defined in the HIPAA Security Rule) of which Business Associate becomes aware in the following time and manner: (i) any actual, successful Security Incident will be reported to Covered Entity in writing, within three (3) business days of the date on which Business Associate first becomes aware of such actual successful Security Incident, and (ii) any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity in writing at the written request of Covered Entity. If the HIPAA Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this requirement shall no longer apply, effective date of that amendment.

5. **Subcontractors:** Business Associate shall limit its agents and subcontractors use of PHI from or on behalf of Business Associate or Covered Entity to the uses and disclosures necessary to fulfill Business Associate's obligations described in the Agreement.

6. **Access:** Business Associate shall allow access to protected health information under the following circumstances:

6.1 The individual to whom the information pertains wishes to access the information, has completed Covered Entity's form, and Covered Entity has responded to the person's request by clearly identifying records that may or may not be released; or

6.2 The individual to whom the information pertains wishes to amend the information, has completed Covered Entity's form, the amendment has been approved, and Covered Entity is legally obligated to incorporate the amendment into information held by its agents and/or subcontractors; or

6.3 The Covered Entity requires access to the PHI to provide an accounting of disclosures of information, to update its internal practices, books and records; or,

6.4 The Secretary of the Department of Health and Human Services requires access to PHI and records that are relevant to conduct an investigation or audit of Covered Entity's compliance with the confidentiality requirements of HIPAA.

7. **Term:** This Agreement shall be effective from the date first set forth above until the termination date set forth in the Agreement unless:

7.1 The HIPAA regulations or other relevant law is amended and Business Associate refuses to amend this Agreement within fifteen (15) days after Covered Entity proposes an amendment pursuant to section 8 of this Agreement; or,

7.2 Business Associate violates a material term of this Agreement.

8. **Termination:** If either of the events described in sections 7.1 and 7.2 above should occur then Covered Entity shall immediately notify Business Associate of the alleged breach in writing. Such notification shall serve as notice of termination in which case, upon Covered Entity's election, Business Associate shall:

8.1 Return all PHI that was received or created to Covered Entity;

8.2 Destroy all PHI that was received or created; or,

8.3 Continue to permit Covered Entity access to any retained PHI consistent with the terms of this Agreement.

9. **Amendment:** By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing and such written modifications signed by the parties shall be attached to and become part of this Agreement.

10. **Assistance in Litigation or Administrative Proceedings:** Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.

11. **Effective Date.** This Agreement is effective as of the first date that Covered Entity provided PHI to Business Associate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

St. Luke's Magic Valley Regional Medical Center, Ltd. Twin Falls School District

By: James L. Angle, FACHE
Its: Chief Executive Officer

By: Dr. Wiley J. Dobbs
Its: Superintendent

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between **St. Luke's Magic Valley Regional Medical Center** ("Covered Entity") and ("Business Associate"), a(n) **Twin Falls School District** with its principal offices located at **301 Main Ave West, Twin Falls, ID 83301**.

Background

Pursuant to the parties' separate services agreement ("Services Agreement"), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules"). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR § 160.404.

Definitions

1. General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: *Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.*

2. Specific Definitions.

2.1 Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Business Associate.

2.2 Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Covered Entity.

2.3 Protected Health Information (PHI) shall generally have the same meaning as the term "protected health information" at 45 CFR § 160.103, and shall include any individually identifiable information that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that relates to an individual's past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.

2.4 Terms used but not otherwise defined in this Agreement shall be defined as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A, C, D, and E, as they shall be amended.

Agreement

3. Relationship of the Parties. Business Associate is and at all times during this Agreement shall be acting as an independent contractor to Covered Entity, and not as Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered

Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.

4. Business Associate Responsibilities. Business Associate agrees to:

4.1 Fully comply with the HIPAA Rules as they apply to business associates.

4.2 Not use or disclose protected health information except as permitted by this Agreement or as otherwise required by law.

4.3 Use appropriate safeguards to prevent the use or disclosure of protected health information other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic protected health information. In addition, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 C.F.R. § 681.1, Business Associate will implement and comply with reasonable policies to identify, prevent, and mitigate any instance of identity theft relating to the covered accounts.

4.4 Immediately report to Covered Entity's Privacy Officer any use or disclosure of protected health information not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured protected health information as required by 45 CFR § 164.410, and reporting security incidents as required by 45 CFR § 164.314(e)(2)(i)(C). Finally, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 C.F.R. § 681.1, Business Associate will report to Covered Entity any actual or suspected instance of identity theft involving a Covered Entity covered account. Business Associate shall report the information necessary and in such manner as to enable Covered Entity to investigate the incident and comply with Covered Entity's obligations under applicable law.

4.5 Mitigate, to the extent practicable, and at its sole expense, any harmful effect caused by a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Also, to fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured protected health information or security incidents as required by the HIPAA Rules.

4.6 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§ 164.502(e)(1)(ii), 164.502(e)(2) and 164.308(b)(2),(3).

4.7 Make available protected health information in a designated record set to the Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR 164.524. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to the Covered Entity.

4.8 Make any amendment(s) to protected health information in a designated record set, within 10 days of request, as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to the Covered Entity.

4.9 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45

CFR 164.528. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to the Covered Entity.

4.10 To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

4.11 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

5. Uses and Disclosures by Business Associate.

5.1 Permissible Uses and Disclosures. Business Associate may use or disclose protected health information only as follows:

5.1.1 As necessary to perform the services set forth in the Service Agreement.

5.1.2 As authorized, to de-identify protected health information in accordance with 45 CFR § 164.514(a)-(c).

5.1.3 As required by law.

5.1.4 Business Associate may not use or disclose protected health information in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity.

5.1.5 Business Associate agrees to use or disclose the minimum amount of protected health information necessary for a permitted purpose pursuant to this Section 5, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

5.2 Additional Use and Disclosure Provisions

5.2.1 Except as otherwise limited in the underlying Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2.2 Except as otherwise limited in the underlying Agreement, Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that any disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.2.3 Except as otherwise limited in the underlying Agreement, Business Associate may use protected health information to provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.

6. Term and Termination. Unless otherwise agreed in writing by the parties, this Agreement shall be effective as of the Effective Date executed by the parties and shall continue until terminated as provided below.

6.1 Termination. This Agreement shall terminate on the date the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

6.1.1 Covered Entity may terminate this Agreement without cause upon ninety (90) days prior written notice to Business Associate.

6.1.2 Covered Entity may terminate this Agreement upon thirty (30) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the protected health information. Subject to Section 6.1.3, Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may declare this Agreement terminated.

6.1.3 Notwithstanding Section 6.1.2, Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

6.2 Termination of Services Agreement. Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of protected health information is a material purpose of the Service Agreement and this Agreement is terminated for any reason.

6.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, with respect to protected health information received from Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

6.3.1 If feasible, return all protected health information to Covered Entity or, if Covered Entity agrees, destroy such protected health information.

6.3.2 If the return or destruction of protected health information is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules.

6.4 Survival. Business Associate's obligations under Section 6 shall survive termination of this Agreement.

7. Regulatory References. A reference in this Agreement to a section in the HITECH Act or HIPAA Rules means the section as in effect or as amended.

8. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HITECH Act, HIPAA Rules, the FTC Identity Theft "Red Flag" Rules, and any other applicable laws and regulations.

9. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HITECH Act, HIPAA Rules, and other applicable law.

10. Governing Law. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of Idaho and venue for any actions relating to this Agreement shall be in Ada County, Idaho.

11. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 4.6, above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

12. Cooperation. The parties agree to cooperate with each other's efforts to comply with the requirements of the HITECH Act, the HIPAA Rules, the FTC Identity Theft Rules, and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of protected health information in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.

13. Relation to Services Agreement. This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.


15. Entire Agreement. This Agreement contains the entire agreement between the parties as it relates to the use or disclosure of protected health information, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

16. Indemnification. Business Associate hereby agrees to indemnify, defend and hold harmless the Covered Entity and its shareholders, directors, officers, partners, members, employees, agents and/or contractors against any losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may be imposed upon Covered Entity by reason of any suit, claim, action, proceeding or demand by any third party which results from Business Associate's breach of this Agreement or from any negligence or wrongful acts or omissions, including failure to comply with the terms and requirements of the applicable laws and regulations by Business Associate, its shareholders, directors, officers, partners, members, employees, agents, contractors and/or subcontractors. This obligation of Business Associate to indemnify Covered Entity shall survive the termination of this Agreement for any reason.

17. Encryption. Business Associate and its subcontractors, if applicable, shall employ adequate data and device (desktop, laptop, USB thumb drive, CD/DVD, etc.) encryption to render the Covered Entity's protected health information data unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology tested by the National Institute of Standards and Technology and judged to meet the standard. Such protection shall also extend to any databases or collections of PHI containing information derived from the PHI as well as to PHI backups and archives.

18. Effective Date. The Effective Date of this Agreement shall be **September 9, 2013.**

COVERED ENTITY

Sign:  _____

Print Name: Steven Pitts

Print Title: System Compliance Officer

Date: 9/10/13

BUSINESS ASSOCIATE

Sign: Clara A Allred

Print Name: Clara A Allred

Print Title: **Director Support Services Twin Falls**
School District

Email Address: allredcl@tfcd.org

Date: 9/9/2013

Clara A Allred Ed.S, Director of Support Services



Support Services - 301 Main Avenue West - Twin Falls, Idaho 83301
208.733.8456 - 208.733.4861 (FAX) - allredcl@tfstd.org

July 15, 2013

Nurse Breakdown for the 2013/2014 school year:

We will have **two** nurses at 06.25 FTE or 25 hours per week. Twin Falls School District agrees to reimburse St. Luke's for .5 or half of the positions.

Jona Ward, (06.25 FTE) will began her contract on September 3rd, 2013 and end on June 5th, 2014. She will be working 3 days per week at \$23.13 per hour for **108** days or **36** weeks.

The **weekly** amount for salary and benefits for **Jona Ward** should not exceed **\$655.00**

The total **yearly** amount for salary and benefits for **Jona Ward** is **\$23,580.00**.

Luci Walter, (06.25 FTE) will began her contract on September 3rd, 2013 and end on June 5th, 2014. She will be working three days per week at \$19.61 per hour for **108** days or **36** weeks.

The **weekly** amount for salary and benefits for **Luci Walter** should not exceed **\$570.00**.

The total **yearly** amount for salary and benefits for **Luci Walter** is **\$20,520.00**.

The total amount of reimbursement to St. Luke's for the 2013/2014 school year should not exceed **\$22,050.00**

*These figures do not include mileage reimbursement. The nurses will be turning in Twin Falls District mileage forms to our office for reimbursement.

Thank You,

Clara A Allred

Director Support Services

MEMORANDUM OF UNDERSTANDING

Twin Falls School District Nursing Support

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into as of the 2th day of September 2013, between St. Luke's Magic Valley Regional Medical Center, Ltd. ("the Hospital") and Twin Falls School District, a public school district located in Twin Falls County, Idaho ("the School District").

RECITALS:

A. WHEREAS, the Hospital is a sole community hospital that was organized and operates primarily for the benefit of Magic Valley residents.

B. WHEREAS, the School District operates numerous public schools throughout the City of Twin Falls and a number of the primary and secondary school-age children who attend the schools require nursing services throughout the day or would benefit from a qualified school nurse being present at school.

C. WHEREAS, as part of the Hospital's commitment to promoting a healthy community the Hospital will ensure that the School District has the school nursing services described in this Memorandum pursuant to the terms hereof.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Recitals.

The recitals set forth above are hereby incorporated by reference into this Memorandum as a material and substantive part of this Memorandum.

2. Hospital Responsibilities.

2.1 Services. The Hospital agrees to provide two duly trained and licensed registered nurses to the School District's elementary and secondary students who will each work twenty five (25) hours per week to provide the following services in cooperation with School District personnel, (collectively the "Services") during the each school year (excluding summer sessions, if any) during which this Agreement is effective:

- a. Coordinating school health services being provided within the elementary and secondary schools;
- b. Receiving and triaging all general school nursing questions that may be identified on a daily basis and providing appropriate referral and follow-up;
- c. Providing vision screening, referral and follow-up;
- d. Providing scoliosis screening, referral and follow-up;
- e. Providing puberty classes to students in grades 5 and 6;

- f. Providing supervision of prescription and non-prescription medication and delivery systems;
- g. Supporting students identified by the School District needing to have health care plans in place.
- h. Responding to health care concerns as identified by school personnel;
- i. Providing health-related education presentations as requested for both students and faculty.
- j. Maintaining open lines of communication with St. Luke's Magic Valley Medical Center, South Central District Health and other District contracted nursing personnel.
- k. Providing drug testing services as requested by School District personnel.

2.2 Personnel. Effective as of the date of this Agreement, two (2) duly qualified and licensed registered nurses employed by Hospital, who is mutually approved by Hospital and the School District ("Nurses"), will provide one-half the Services. This Agreement shall not in any way be construed as an employment agreement between the Hospital and the nurses who are employed to provide the Services. The Nurses will continue to be "at-will" employees.

2.3 Medical Supplies. The Hospital will provide the Nurses with the supplies necessary to ensure that the Nurses can adequately provide the Services.

2.4 Service Locations. The Services will be provided to the seven elementary schools, three middle schools, and three secondary schools within Twin Falls School District # 411.

2.5 Compensation. The Hospital agrees to employ the Nurses and pay the cost of wages and benefits in accordance with applicable Hospital policies, subject to Section 3.2 of this Agreement.

3. School District Responsibilities.

3.1 Space. The School District shall provide a suitable place for the Nurses to provide Services and perform administrative duties. The space will be equipped and insured by the School District, but the Hospital will be responsible for personal items, if any, that are stored in the space. The space provided by the School District will only be used for purposes related to providing Services and the Nurses providing Services will be directed to comply with all lawful and applicable School District policies and procedures.

3.2 Compensation.

a. The School District agrees to reimburse the Hospital for the actual cost of wages and benefits that are attributable to twenty five (25) hours of the Nurses' time per week during the 2013-2014 school year, excluding summer sessions, if any. The Nurses' actual cost of wages and benefits, that the School District will be responsible to pay for, will not exceed \$655.20 per week for this contract year. The School District also agrees to reimburse each nurse for mileage from hospital to schools/school to school and approved education-related expenses that the Nurses incur in performing Services under this Agreement. The nurses will complete the district mileage form and submit it to Support Services. The district will pay each nurse for mileage incurred in providing services to the Twin Falls School District. The Hospital will

invoice the School District for these costs on a monthly basis and the School District agrees to pay the invoice in full within thirty (30) days.

b. The School District agrees to reimburse the Hospital for the actual cost of wages, and benefits that are attributable to providing orientation for the Nurses, up to a maximum of twenty (25) hours, plus benefits.

4. Work Schedule.

The School District and the Hospital will work cooperatively to develop a work schedule which sets forth the times and days of the week that Services will be provided at each elementary and secondary school during the current school year, excluding summer sessions, if any, and non-student days.

5. Confidentiality.

The Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, "HIPAA". The School District agrees to sign Hospital's most current Business Associate Agreement (attached hereto) and comply with its terms.

6. Status of the Parties.

It is understood and agreed that the parties shall at all times act as independent contractors. Nothing in this Memorandum shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Hospital and the School District other than that of independent parties to a contractual relationship as set forth in this Memorandum. The Hospital staff shall not have any claim under this Memorandum against the School District for vacation pay, sick leave pay, rights to participate in the profit sharing or retirement plans of the School District or any other retirement benefits, social security disability, unemployment, worker's compensation, or other employee benefits of any kind.

7. Term of Memorandum and Termination.

7.1 Term of Memorandum. This Memorandum shall remain in full force and effect beginning September 2, 2013 and ending on June 6, 2014.

7.2 Termination. The School District may terminate this Memorandum at any time by giving at least sixty (60) days prior written notice to the Hospital of its intention to terminate. A terminating party shall use its best efforts to inform the non-terminating party of its intention to terminate so that the non-terminating party can make alternative arrangements to address an unmet need or manage unneeded staff and resources.

7.3 Termination Upon Mutual Memorandum. This Memorandum may be terminated at any time by mutual written Memorandum between the parties.

8. Miscellaneous Provisions.

- 8.1 Entire Memorandum.** This Memorandum supersedes all previous contracts or Memoranda between the parties with respect to the subject matter hereof and constitutes the entire Memorandum between the parties.
- 8.2 Amendments.** This Memorandum may be amended only by an instrument in writing signed by both parties hereto.
- 8.3 Notices.** Any notice which is required or permitted to be given under this Memorandum shall be given by personal delivery or certified mail, return receipt requested, and directed to the respective party at its last known address. Unless and until changed, the address of the parties shall be as follows:

St. Luke's Magic Valley Regional Medical Center
Attn.: James L. Angle, FACHE
P.O. Box 409
Twin Falls, ID 83303-0409

Twin Falls School District
Attn.: Dr. Wiley J. Dobbs
201 Main Avenue West
Twin Falls, ID 83301

All notices shall be deemed given on the date of personal delivery or, if mailed postage prepaid by certified mail, return receipt requested, on the date of delivery appearing on the return receipt therefore.

- 8.4 Assignment.** This Memorandum may not be assignable by either party.

IN WITNESS WHEREOF, the Hospital and the Director have caused this Memorandum to be signed as of the day and year first above written.

ST. LUKE'S MAGIC VALLEY REGIONAL MEDICAL
CENTER, LTD.

By: James L. Angle, FACHE
Its: Chief Executive Officer

TWIN FALLS SCHOOL DISTRICT

By: Dr. Wiley J. Dobbs
Its: Superintendent

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") shall be effective on the date set forth in the first Recital below, between St. Luke's Magic Valley Regional Medical Center, Ltd., a tax-exempt Idaho nonprofit corporation ("Covered Entity") and Twin Falls School District ("Business Associate").

WHEREAS, Covered Entity and Business Associate entered into an agreement whereby Business Associate would have access to protected health information, effective September 2, 2013 ("Agreement");

WHEREAS, under the terms of the Agreement, Business Associate has access to, uses or discloses, certain information provided by Covered Entity, described as protected health information ("PHI") under the Health Information Portability and Accountability Act of 1996 and its implementing regulations (collectively "HIPAA"); and

WHEREAS, HIPAA requires Covered Entity and Business Associate to enter into an agreement setting forth the parameters of Business Associate's use of the PHI according to the HIPAA regulations.

NOW, THEREFORE, in consideration of the mutual promises below and in order to comply with all legal requirements for the protection of this PHI, the parties agree as follows:

1. Definitions: The terms in this Agreement shall have the meanings assigned under the final HIPAA regulations now in effect or amended hereafter. Key terms are defined as follows:

Access: Means the ability, means or act of reading, writing, modifying or otherwise communicating data or information or making use of any computer system resource.

Disclose, Disclosing, or Disclosure: Means the release, transfer, provision of Access to, or divulging in any manner of information outside the entity holding the information.

Minimum Necessary Information: Means (i) in the case of routine and recurring types of Disclosures, the set of data or records which the Covered Entity's policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the disclosing party; provided that (iii) in the case of a Disclosure (A) to a covered entity, (B) to a professional for purposes of providing professional services to the disclosing party, or (C) to a public official for Disclosures which are permitted by law without individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).

Protected Health Information (PHI): Means any information which identifies or could in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not anonymized with respect to any individual who is the subject of the information.

Use: Means the sharing, employment, application, utilization, examination, analysis, anonymization, or commingling with other information, of information by a party which holds that information.

2. **Use and Disclosure:** Business Associate shall not use or disclose PHI Business Associate receives from Covered Entity unless such use or disclosure contains the Minimum Necessary Information to:

2.1 Fulfill the Business Associate's duties and obligations enumerated in the Agreement;

2.2 Ensure the proper management and administration of Business Associate's business operations, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will: (i) remain confidential; (ii) only be used or further disclosed only as required by law of for the purpose for which it was disclosed to the person; and (iii) that the person will notify Business Associate of any instances when these assurances are breached.

2.3 Carry out the Business Associate's legal responsibilities.

3. **Safeguards:** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. In addition, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability, as those terms are defined at 45 CFR §164.304, of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

4. **Unauthorized Uses and Disclosures:** Business Associate shall immediately report any use or disclosure that is inconsistent with the terms of this Agreement or applicable law, and Business Associate shall follow Covered Entity's instructions in order to mitigate the damage cause by the unauthorized use or disclosure. Business Associate will also report any security incident (as such term is defined in the HIPAA Security Rule) of which Business Associate becomes aware in the following time and manner: (i) any actual, successful Security Incident will be reported to Covered Entity in writing, within three (3) business days of the date on which Business Associate first becomes aware of such actual successful Security Incident, and (ii) any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity in writing at the written request of Covered Entity. If the HIPAA Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this requirement shall no longer apply, effective date of that amendment.

5. **Subcontractors:** Business Associate shall limit its agents and subcontractors use of PHI from or on behalf of Business Associate or Covered Entity to the uses and disclosures necessary to fulfill Business Associate's obligations described in the Agreement.

6. **Access:** Business Associate shall allow access to protected health information under the following circumstances:

6.1 The individual to whom the information pertains wishes to access the information, has completed Covered Entity's form, and Covered Entity has responded to the person's request by clearly identifying records that may or may not be released; or

6.2 The individual to whom the information pertains wishes to amend the information, has completed Covered Entity's form, the amendment has been approved, and Covered Entity is legally obligated to incorporate the amendment into information held by its agents and/or subcontractors; or

6.3 The Covered Entity requires access to the PHI to provide an accounting of disclosures of information, to update its internal practices, books and records; or,

6.4 The Secretary of the Department of Health and Human Services requires access to PHI and records that are relevant to conduct an investigation or audit of Covered Entity's compliance with the confidentiality requirements of HIPAA.

7. **Term:** This Agreement shall be effective from the date first set forth above until the termination date set forth in the Agreement unless:

7.1 The HIPAA regulations or other relevant law is amended and Business Associate refuses to amend this Agreement within fifteen (15) days after Covered Entity proposes an amendment pursuant to section 8 of this Agreement; or,

7.2 Business Associate violates a material term of this Agreement.

8. **Termination:** If either of the events described in sections 7.1 and 7.2 above should occur then Covered Entity shall immediately notify Business Associate of the alleged breach in writing. Such notification shall serve as notice of termination in which case, upon Covered Entity's election, Business Associate shall:

8.1 Return all PHI that was received or created to Covered Entity;

8.2 Destroy all PHI that was received or created; or,

8.3 Continue to permit Covered Entity access to any retained PHI consistent with the terms of this Agreement.

9. **Amendment:** By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing and such written modifications signed by the parties shall be attached to and become part of this Agreement.

10. **Assistance in Litigation or Administrative Proceedings:** Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.

11. **Effective Date.** This Agreement is effective as of the first date that Covered Entity provided PHI to Business Associate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

St. Luke's Magic Valley Regional Medical Center, Ltd. Twin Falls School District

By: James L. Angle, FACHE
Its: Chief Executive Officer

By: Dr. Wiley J. Dobbs
Its: Superintendent

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between **St. Luke's Magic Valley Regional Medical Center** ("Covered Entity") and ("Business Associate"), a(n) **Twin Falls School District** with its principal offices located at **301 Main Ave West, Twin Falls, ID 83301**.

Background

Pursuant to the parties' separate services agreement ("Services Agreement"), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules"). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR § 160.404.

Definitions

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: *Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.*

2. **Specific Definitions.**

2.1 **Business Associate** shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Business Associate.

2.2 **Covered Entity** shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Covered Entity.

2.3 **Protected Health Information (PHI)** shall generally have the same meaning as the term "protected health information" at 45 CFR § 160.103, and shall include any individually identifiable information that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that relates to an individual's past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.

2.4 Terms used but not otherwise defined in this Agreement shall be defined as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A, C, D, and E, as they shall be amended.

Agreement

3. **Relationship of the Parties.** Business Associate is and at all times during this Agreement shall be acting as an independent contractor to Covered Entity, and not as Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered

Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.

4. Business Associate Responsibilities. Business Associate agrees to:

4.1 Fully comply with the HIPAA Rules as they apply to business associates.

4.2 Not use or disclose protected health information except as permitted by this Agreement or as otherwise required by law.

4.3 Use appropriate safeguards to prevent the use or disclosure of protected health information other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic protected health information. In addition, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 C.F.R. § 681.1, Business Associate will implement and comply with reasonable policies to identify, prevent, and mitigate any instance of identity theft relating to the covered accounts.

4.4 Immediately report to Covered Entity's Privacy Officer any use or disclosure of protected health information not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured protected health information as required by 45 CFR § 164.410, and reporting security incidents as required by 45 CFR § 164.314(e)(2)(i)(C). Finally, if Business Associate performs activities related to Covered Entity's covered accounts as defined in 16 C.F.R. § 681.1, Business Associate will report to Covered Entity any actual or suspected instance of identity theft involving a Covered Entity covered account. Business Associate shall report the information necessary and in such manner as to enable Covered Entity to investigate the incident and comply with Covered Entity's obligations under applicable law.

4.5 Mitigate, to the extent practicable, and at its sole expense, any harmful effect caused by a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Also, to fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured protected health information or security incidents as required by the HIPAA Rules.

4.6 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§ 164.502(e)(1)(ii), 164.502(e)(2) and 164.308(b)(2),(3).

4.7 Make available protected health information in a designated record set to the Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45 CFR 164.524. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to the Covered Entity.

4.8 Make any amendment(s) to protected health information in a designated record set, within 10 days of request, as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45. CFR 164.526. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to the Covered Entity.

4.9 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity, within 10 days of request, to satisfy Covered Entity's obligations under 45

CFR 164.528. Should Business Associate or its subcontractors receive a direct request from an individual, Business Associate will promptly forward the individual's request to the Covered Entity.

4.10 To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

4.11 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

5. Uses and Disclosures by Business Associate.

5.1 Permissible Uses and Disclosures. Business Associate may use or disclose protected health information only as follows:

5.1.1 As necessary to perform the services set forth in the Service Agreement.

5.1.2 As authorized, to de-identify protected health information in accordance with 45 CFR § 164.514(a)-(c).

5.1.3 As required by law.

5.1.4 Business Associate may not use or disclose protected health information in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity.

5.1.5 Business Associate agrees to use or disclose the minimum amount of protected health information necessary for a permitted purpose pursuant to this Section 5, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

5.2 Additional Use and Disclosure Provisions

5.2.1 Except as otherwise limited in the underlying Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2.2 Except as otherwise limited in the underlying Agreement, Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that any disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.2.3 Except as otherwise limited in the underlying Agreement, Business Associate may use protected health information to provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.

6. Term and Termination. Unless otherwise agreed in writing by the parties, this Agreement shall be effective as of the Effective Date executed by the parties and shall continue until terminated as provided below.

6.1 Termination. This Agreement shall terminate on the date the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

6.1.1 Covered Entity may terminate this Agreement without cause upon ninety (90) days prior written notice to Business Associate.

6.1.2 Covered Entity may terminate this Agreement upon thirty (30) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the protected health information. Subject to Section 6.1.3, Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may declare this Agreement terminated.

6.1.3 Notwithstanding Section 6.1.2, Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

6.2 Termination of Services Agreement. Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of protected health information is a material purpose of the Service Agreement and this Agreement is terminated for any reason.

6.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, with respect to protected health information received from Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

6.3.1 If feasible, return all protected health information to Covered Entity or, if Covered Entity agrees, destroy such protected health information.

6.3.2 If the return or destruction of protected health information is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules.

6.4 Survival. Business Associate's obligations under Section 6 shall survive termination of this Agreement.

7. Regulatory References. A reference in this Agreement to a section in the HITECH Act or HIPAA Rules means the section as in effect or as amended.

8. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HITECH Act, HIPAA Rules, the FTC Identity Theft "Red Flag" Rules, and any other applicable laws and regulations.

9. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HITECH Act, HIPAA Rules, and other applicable law.

10. Governing Law. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State of Idaho and venue for any actions relating to this Agreement shall be in Ada County, Idaho.

11. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 4.6, above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

12. Cooperation. The parties agree to cooperate with each other's efforts to comply with the requirements of the HITECH Act, the HIPAA Rules, the FTC Identity Theft Rules, and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of protected health information in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.

13. Relation to Services Agreement. This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.


15. Entire Agreement. This Agreement contains the entire agreement between the parties as it relates to the use or disclosure of protected health information, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

16. Indemnification. Business Associate hereby agrees to indemnify, defend and hold harmless the Covered Entity and its shareholders, directors, officers, partners, members, employees, agents and/or contractors against any losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may be imposed upon Covered Entity by reason of any suit, claim, action, proceeding or demand by any third party which results from Business Associate's breach of this Agreement or from any negligence or wrongful acts or omissions, including failure to comply with the terms and requirements of the applicable laws and regulations by Business Associate, its shareholders, directors, officers, partners, members, employees, agents, contractors and/or subcontractors. This obligation of Business Associate to indemnify Covered Entity shall survive the termination of this Agreement for any reason.

17. Encryption. Business Associate and its subcontractors, if applicable, shall employ adequate data and device (desktop, laptop, USB thumb drive, CD/DVD, etc.) encryption to render the Covered Entity's protected health information data unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology tested by the National Institute of Standards and Technology and judged to meet the standard. Such protection shall also extend to any databases or collections of PHI containing information derived from the PHI as well as to PHI backups and archives.

18. Effective Date. The Effective Date of this Agreement shall be **September 9, 2013.**

COVERED ENTITY

Sign:  _____

Print Name: Steven Pitts

Print Title: System Compliance Officer

Date: 9/10/13

BUSINESS ASSOCIATE

Sign: Clara A Allred

Print Name: Clara A Allred

Print Title: **Director Support Services Twin Falls**
School District

Email Address: allredcl@tfssd.org

Date: 9/9/2013

**SERVICE PROVIDER AGREEMENT
BETWEEN THE TWIN FALLS SCHOOL DISTRICT NO. 411
AND THE TWIN FALLS POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into as of the date set forth below, by and between the TWIN FALLS SCHOOL DISTRICT NO. 411 (hereinafter "School District") and the TWIN FALLS POLICE DEPARTMENT (hereinafter "Police Department").

WHEREAS, it is mutually beneficial to the parties for the Police Department to assign Police Officers as School Resource Officers (hereinafter "SROs") to schools within the School District; and

WHEREAS, the Police Department recognizes and supports the need for safe schools and a safe academic learning environment for community youth; and

WHEREAS, the parties shall work in partnership to enhance a safe learning environment; and

WHEREAS, the parties to this Agreement mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties to this Agreement agree as follows:

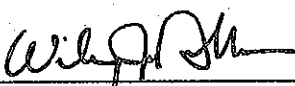
1. **Rights and Responsibilities of the Twin Falls Police Department:** The Chief of Police shall select and appoint qualified, sworn Police Officers to staff up to five (5) School Resource Officer (SRO) positions within the School District. The duties of the Police Department are as follows:
 - 1.1. Provide law enforcement and police services, through the designation of SROs, to identified schools, school grounds, areas adjacent to the schools, and school-sponsored events. SROs shall not be expected to perform the roles of private security officers.
 - 1.2. Investigate allegations of criminal incidents which may have occurred on school grounds, areas adjacent to the schools, and school-sponsored events per Police Department policies and procedures.
 - 1.3. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities, other governmental agencies, or community agencies and resources when necessary and appropriate to assist students and staff.
 - 1.4. Work to prevent juvenile delinquency through close contact and positive relationships with students.

- 1.5. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures.
- 1.6. Ensure school administrators' safety by being present during school searches initiated by school staff, which may involve weapons, controlled dangerous substances, or in certain cases where a student's emotional state may present a risk to the administrators.
- 1.7. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations which may arise at the school.
- 1.8. Maintain high visibility within the school communities and attend and participate in various school functions. Build working relationships with school staff, as well as with student and parent groups.
- 1.9. Develop and implement classes in law-related education to support the educational efforts of the faculty.
- 1.10. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.11. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of Police Officer and be a positive role model. Increase the visibility and accessibility of Police to the school community.
- 1.12. Take all necessary law enforcement activity, as required, against intruders, loiterers, students, or any individual(s) disrupting the educational process, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of students at school or any school-related function, to the extent allowed by law. As soon as possible, the SRO shall inform the building principal or designee of such action(s).
- 1.13. The assigned SRO shall not act as a school disciplinarian. However, if the building principal or designee believes a particular incident violates the law, the principal or designee shall contact the appropriate SRO and that Officer shall determine whether law enforcement action is appropriate.
- 1.14. The Chief of Police, or designee, shall directly supervise the individual(s) assigned as SROs and will perform scheduled and/or non-scheduled visits to the school. A Police Supervisor shall be responsible for training, directing, and evaluating the SROs.
- 1.15. The Chief of Police, or designee, shall approve SRO reports, provide leadership, and supply assistance to the SROs in carrying out the terms of this Agreement.

2. **Rights and Responsibilities of Twin Falls School District No. 411:** The School District shall provide the necessary support for the SRO Program. The duties of the School District are as follows:
 - 2.1. Provide a private office to be used by the assigned SRO(s) for general business purposes, furnished with a desk, chair, work table, locking file cabinet, and office supplies, as needed; a telephone and access to a two-way radio, as needed; and a computer, as needed.
 - 2.2. Provide the SRO with a secure location for files and records.
 - 2.3. Provide access to office equipment, including, but limited to, copiers, fax machines, etc., as needed.
 - 2.4. Provide payment for the SRO services identified in the Agreement upon receipt of a billing from the City of Twin Falls, not to exceed \$122,450.00.
3. For the purposes of this Agreement, the Police Department and its employees are designated by the School District as its law enforcement unit. The Police Department and its employees are officially authorized by the School District to enforce laws and maintain school safety.
4. The assigned personnel of the Police Department, pursuant to this Agreement, are designated as school officials with legitimate educational interests and are authorized to access education records of students attending the School District as necessary to fulfill the terms of this Agreement.
5. The Agreement shall become effective on July 1, 2013, and remain in effect until June 30, 2014. Any changes shall be mutually agreed upon and shall be in writing. This Agreement may be terminated by either party by providing sixty (60) days' advance notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of July, 2013.

Twin Falls School District No. 411
"School District"



WILEY DOBBS, Superintendent

City of Twin Falls
"Police Department"

TRAVIS ROTHWEILER, City Manager



Solution Tree

Solution Tree Purchasing Agreement

Effective May 23, 2013, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington IN 47404 and Twin Falls School District ("Customer") located at 201 Main Ave. West, Twin Falls, ID 83301 agree as follows:

1. **Products:** Customer shall purchase the following Professional Development Services ("Products"). Additional terms for specific Products are described in the Exhibit A attached hereto. Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Exhibit A: Professional Development Services

Quantity	Item	Term	Amount	Total
2	Onsite Professional Development	Day	\$6,500.00	\$13,000.00

TOTAL \$13,000.00

2. **Invoicing and Purchase Orders:** Customer will provide Solution Tree with a purchase order by June 7, 2013 for the full amount due under this Agreement. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Deposit	\$2,600.00	June 7, 2013
Session #1	\$5,200.00	August 19, 2013
Session #2	\$5,200.00	August 26, 2013

All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington IN 47404.

Who will receive and pay the invoices?


Contact: Naomi Briggs
 Title: Accounts Payable Specialist
 Address: 201 Main Ave. W.
 City, State: Twin Falls, Idaho 83301
 Phone: (208) 732-7518
 E-mail: briggsna@tfsd.org
 Fax: (208) 733-8474 (Finance Dept.)

3. **Intellectual Property:** Customer acknowledges that Solution Tree or Solution Tree's subcontractors own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.



4. **Entire Agreement:** This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.
5. **Offer Valid:** The offer set forth in this Agreement shall be open through 06/07/2013.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

	<u>6-12-13</u>		
Ted Popplewell	Date	Shannon R. Ritz	Date
Director of Elementary Programs		Director of Professional Development	
Twin Falls School District		Solution Tree, Inc.	

Please fax or email this agreement to: Sara Cockerham
Fax: 812-961-4696
Email: sara.cockerham@solution-tree.com



Solution Tree

EXHIBIT A: PROFESSIONAL DEVELOPMENT SERVICES

Description of Services

Session 1: Administrative Training

Number of Participants: 30

Participant Demographics: District and building level administration, elementary & secondary

Date: August 19, 2013

Description of Service: Building upon existing knowledge, participants will learn how to lead an effective implementation of the CCSS while building capacity in the critical areas of collaboration, instruction, content, assessment, and intervention based upon two series published by Solution Tree, Common Core Mathematics in a PLC at Work, and Common Core English Language Arts in a PLC at Work. Furthermore, workshop participants will develop a greater understanding of fundamental learning targets necessary for college and career readiness, while gaining an understanding of strategies by which students demonstrate conceptual understanding and procedural fluency.

Specific attention can be paid to what to teach, and the best instructional strategies for those standards. We will also focus on issues of scope and sequence, as well as the practical steps to implement these standards at each grade and subject level.

Session 2: Defining Common Core for Full Staff

Number of Participants: Approximately 300

Participant Demographics: Full elementary staff

Dates: Aug. 26, 2013

Description of Service: A Common Core expert will present to full district staff to lay the groundwork for the common core implementation plan ahead. The day will focus on:

- the changes that common core implementation requires for instruction and assessment
- the instructional shifts that are required to meet the common core standards
- a basic foundation for how to work collaboratively to implement the common core
- what new assessments will look like which honor the intent of the common core standards
- building capacity at the site level – what does team implementation look like? How do teams get started in doing the deep work of common core implementation?

Additional Terms

1. **Travel Arrangements and Expenses:** The total Agreement amount includes all travel, lodging, and other incidental expenses incurred by Associate.
2. **Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
3. **Venue and Audio/Video Equipment:** Customer will provide a venue, audio/video equipment and technical support for the sessions.
4. **Recording of Presentation:** All audio, video, and digital recording of the workshop is prohibited.



Solution Tree

5. **Termination:** If Customer terminates this Agreement within 90 days of the workshop for any reason but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
6. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Agreement, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Customer. Solution Tree shall have an affirmative duty to notify Customer immediately of any circumstance or event that will prevent Solution Tree from performing under this Agreement.

Professional Development Services Contact Information

Who will be the contact person for the work?

Contact:

Ted L. Popplewell

Title:

Director, Elementary Education

Phone:

208-732-7536

Mobile:

208-404-2532

E-mail:

popplewellte@tfed.org

Fax:

208-733-6987



WORKSHOP SPECIFICATIONS

Please provide the following information about your workshop and return this form to Solution Tree, Inc. with the signed contract or within 90 days of 08/19/2013—the earlier received the better for planning purposes with your speaker.

Speaker: Geri Parscale
Host: Ted Popplewell
Organization: Twin Falls School District
Daytime phone #: 208-732-7536
Evening phone #(s): _____
E-mail: popplewellte@tfstd.org

Workshop date(s): 08/19/2013
Start time: 8:30 A.M.
End time: 4:00 P.M.
Lunch time: 11:30 - 1:00
Break time(s): #1 10:15 #2 2:15 #3 _____

Audience Makeup—Please enter anticipated number of attendees

# of District-Level Administrators	# of Secondary Principals	# of Primary Principals	# of Secondary Teachers	# of Primary Teachers	# of Others
30					
					Describe:
Total Number of Anticipated Attendees					30

Location of Workshop: Canyon Ridge High School Room 301
Address: 300 North College Road West
City: Twin Falls **State:** Idaho **Zip:** 83301 **Phone:** 208-732-7555

What are your expectations and desired outcomes?

Implementing the Common Core.

Please recommend a hotel for the speaker(s); or, if reservation is made, include confirmation number.

Hotel name: La Quinta Inn & Suites **Hotel phone #:** _____
Hotel date(s): _____ **Confirmation #:** _____
Hotel address: 539 Poleline Road
City: Twin Falls **State:** Idaho **Zip:** 83301

Best airport to fly into: Twin Falls/Magic Valley **Estimated travel time from airport:** 10 minutes

Ground transportation information: _____
(i.e. car rental, hotel shuttle, cab, etc.)



Twin Falls School District Support Services

Support Services - 301 Main Avenue West - Twin Falls, Idaho 83301
208.733.8456 - 208.733.4861 (FAX) - allredcl@tfstd.org

Service Provider Agreement

THIS AGREEMENT, entered into on this 3 day of September, 2013, between Nikki Stevens, Occupational Therapist, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2013-2014;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of this agreement will commence on the 4th of September, 2013 and remain in effect until the 6th day of June, 2014.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Provider is and shall at all times remain an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY OF PARTIES

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code 16-1601, *et seq.* and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.

ARTICLE 5. PROVIDER LICENCE

For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for occupational therapists. Provider will supply support services with a current copy of said license each year.

Contract Continued
Page 2

ARTICLE 6. INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. Provider's Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of \$1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION

The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES

Provider agrees to provide services to Twin Falls School District students who qualify for occupational therapy via an IEP team process. Provider will supply services as described in the student's IEP. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. Provider will complete timely student evaluations as directed by the evaluation team. Provider will complete eligibility report for occupational therapy. Provider will complete detailed student service reports, due to support services by the 5th of each month. Student progress reports will be completed and given to support services to be placed in student files each grading quarter. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

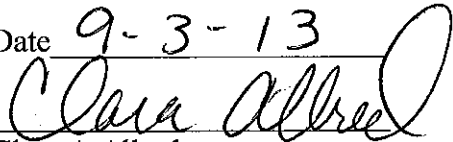
ARTICLE 10. DISTRICT OBLIGATION


Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at his/her own cost. A computer will be available to use at support services to complete district required student paperwork.

Contract Continued
Page 3

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$60.00__ per hour, payable after the statements are presented and approved by the Board of Trustees each month.

Date 9-3-13

Clara A Allred
Director Support Services
Twin Falls, School District

Date 9-3-13

Nikki Stevens
Twin Falls, ID 83301



Twin Falls School District Support Services

Support Services - 301 Main Avenue West - Twin Falls, Idaho 83301
208.733.8456 - 208.733.4861 (FAX) - allredcl@tfstd.org

Service Provider Agreement

THIS AGREEMENT, entered into on this 5 day of June, 2013, between Strength Forward LLC, Trevor Warner, owner, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2013-2014;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of this agreement will commence on the 5 of June, 2013 and remain in effect until the 5 day of June, 2014.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Provider is and shall at all times remain an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY OF PARTIES

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code 16-1601, *et seq.* and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.

ARTICLE 5. PROVIDER LICENCE

For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for occupational therapists. **Provider will supply support services with a current copy of said license each year.**

Contract Continued

Page 2

ARTICLE 6. INSURANCE AND LIABILITY

Provider shall be solely liable for any loses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. Providers Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of \$1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION

The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES

Provider agrees to provide services to Twin Falls School District students who qualify for occupational therapy via an IEP team process. Provider will supply services as described in the student's IEP. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. Provider will complete timely student evaluations as directed by the evaluation team. Provider will complete eligibility report for occupational therapy. Provider will complete detailed student service reports, due to support services by the 5th of each month. Student progress reports will be completed and given to support services, case manager, and the parents. Progress reports will be placed in student files each grading quarter. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th, OT services will be paid the following month.

ARTICLE 10. DISTRICT OBLIGATION

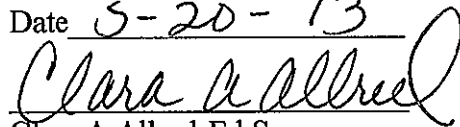
Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at own cost. A computer will be available to use at support services to complete district required student paperwork.

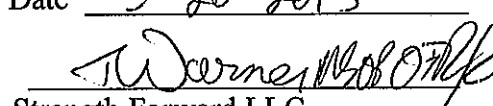
Contract Continued

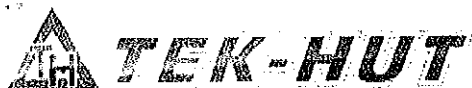
Page 3

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$60.00__ per hour, payable after the statements are presented and approved by the Board of Trustees each month.

Date 5-20-13

Clara A Allred Ed.S
Director Support Services
Twin Falls, school District

Date 5-20-2013

Strength Forward LLC
Trevor Warner
Twin Falls, ID 83301



PI (208) 735-5159

Prepared For:

Twin Falls School District
DeLeon Sonia
201 Main Avenue West
Twin Falls, ID 83301
deleonso@tfsd.org

Prepared By

Nate Bondelid
Phone: (208) 735-5159
Email: nate@tek-hut.com

Quote ID: 001899**Date:** Thursday, July 11, 2013**Expires:** Thursday, August 08, 2013

Tab 1	Price	Qty	Ext. Price
ISEE Tools full suite with feature requests and support 1 year subscription.	\$7,500.00	1	\$7,500.00
Tab 1 Subtotal			\$7,500.00

Quote Summary		Amount
Tab 1		\$7,500.00
Total		\$7,500.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



Clara Allred, Director of Support Services

Support Services - 301 Main Avenue West - Twin Falls, Idaho 83301
208.733.8456 - 208.733.4861(FAX) - allredcl@tfstd.k12.id.us

Service Provider Agreement

THIS AGREEMENT, entered into this 4th day of September, 2013, between Twin Falls School District and Heather T Therapy (provider) for the calendar school year 2013 – 2014;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

TERMS of AGREEMENT

The period of the agreement will commence on the 4th day of September 2013 and remain until the 7th day of June, 2014.

RELATIONSHIP OF PARTIES

In performing services under this agreement, the provider is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this agreement, including but not limited to, students' identify and nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District, without parental consent.

INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless Twin Falls School District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. A current copy of the Certificate Of Professional Liability Insurance listing Twin Falls School District as a certificate holder shall be provided at the date of this agreement and Workman's Compensation. Current Provider licensure and background check shall be provided at the signing of this agreement.

NON-DISCRIMINATION

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity preformed pursuant to this agreement.

REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code 16-1601, *et seq.* and report within 24 hours, any suspected abuse, abandonment or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider agrees to inform the building administrator upon reporting.

AMENDMENT OR TERMINATION

This agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments shall be in writing. Additionally, either party may terminate this agreement upon (30) thirty days written notice.

COORDINATION OF SERVICES

To facilitate delivery of services, the District will provide 1) Reasonable and prompt notification of meetings and other appointments in which the Provider is expected to participate; 2) Signed parental consent forms, as necessary; 3) Identifying information regarding the client and the parent/guardian; and 4) Reasonable assistance in facilitating communication between the Provider and clients, parents/guardians, and other providers and agencies.

SCOPE OF SERVICES

Provider will provide the following services in Speech and Language therapy for Twin Falls School District:

- 1) Diagnostic services for children referred for Speech and Language therapy by school personnel.
- 2) Therapeutic services for children diagnosed as having delayed or disordered skills within the realm of Speech, Language therapy.
- 3) Consultative services for school personnel with respect to therapeutic management and progress of the child.
- 4) Documentation of evaluations and therapy progress as required by the Idaho State Department of Education.
- 5) Be responsible for attending pertinent IEP and evaluation meetings held during therapist's regular hours.
- 6) The services will be provided on an as needed basis, a specific schedule to be developed jointly by the District and the District personnel.
- 7) Timely completion of required paperwork, including, but not limited to, Service Detailed Medicaid Reports, eligibility reports, goals, objectives, progress reports quarterly, and therapy data.
- 8) Other services as agreed upon between parties.

ALLOWABLE COSTS FOR SERVICE

Twin Falls School District, through the Board of Trustees, shall arrange appropriate payment to Heather Torgerson as follows:

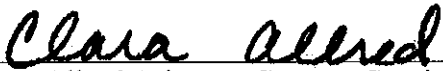
The fee for the above noted service shall be:

- 1) \$45.00 per contact hour for a Master's Level, Certified Speech, Language Pathologist (SLP)
- 2) Mileage reimbursement when traveling between schools, if required, at .555 per mile.
Mileage will not be paid from home to work.

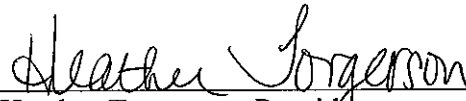
- 3) Contract hours will include evaluations, therapy, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, training, consultation time, time escorting students to and from the classroom, and travel time between schools in the District.
- 4) Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.
- 5) Payment for the previous month's services will be made following the scheduled District Board Meeting.

BILLING

Provider will submit a monthly statement of services rendered each month. The itemized monthly statement will include, the student name, description of services provided, total number of hours spent in direct services and administrative time, and cost of services provided.



Clara Allred, Director Support Services
Twin Falls School District



Heather Torgerson, Provider

DATE 9/4/13

DATE 9/25/13

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 17th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and The Track Doctor, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following

work: Repair cracks on tennis courts (as per estimate)

Location that work is to be performed

at: Twin Falls High School, 1615 Filer Ave. E.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,800.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 25th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Track Doctor
Contractor's License #: RCE-33166
Public Works License # 008855-C-4
By: Robert Stone
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 17th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and The Track Doctor, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Repair cracks on tennis courts (as per estimate)

- Location that work is to be performed
at: Canyon Ridge High School, 300 College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,500.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 25th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady P. Dickinson
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

The Track Doctor
Contractor's License #: RCE-33166
Public Works License # 008855-C-4
By: Robert Stone
Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of October, 2013, by and between Twin Falls School District, hereafter called Owner, and Twin Falls Glass, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace (38) broken windows

- Location that work is to be performed
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,641.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of November, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady Dickinson by Sheila Pinehart
Brady Dickinson
Title: Director of Operations & Technology Education

CONTRACTOR:

Twin Falls Glass
Contractor's License #: RCE-23838
Public Works License # 012457-D-4
By: Nate Steen NATE STEEN
Title: OWNER - TWIN FALLS GLASS

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

GENERAL CONTRACT

This contract is hereby made and entered into this 16th day of July, 2013, by and between Twin Falls School District, hereafter called Owner, and Valley Paving, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Furnish and place 2" compacted asphalt, pulverize existing asphalt, dispose of excess, grade and compact remaining asphalt (add road mix as needed for leveling course); furnish and install 6" perforated edge drain with fabric and 6" solid to daylight out in swell. (No striping on track) (as per bid)
Location that work is to be performed at: O'Leary Middle School, 2350 Elizabeth Blvd. (Running Track)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$110,873.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of August, 2013.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts

and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
18. This agreement shall be interpreted under the laws of the State of Idaho.
19. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: Brady D. Dickinson
Brady Dickinson
Title: Director of Operations & Educational Technology

CONTRACTOR:

Valley Paving
Contractor's License #: RCE-27367
Public Works License # PWC-12316-U-2
By: Scott Keiser
Title: Superintendent

Valley Therapy Services

Improving Your Quality of Life

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, entered into on this 15th day of April, 2013, between VALLEY THERAPY SERVICES, INC., Twin Falls, Idaho, (hereinafter referred to as "Provider") and TWIN FALLS SCHOOL DISTRICT, Twin Falls, Idaho (hereinafter referred to as "District") for the calendar school year 2013-2014;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of the Agreement will commence on the first day of school, 2013 And remain in effect until the last day of school, 2014.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Provider is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identify and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by the District, without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code § 16-1601, *et seq.* and report, within 24 hours, any suspected abuse, abandonment or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider also agrees to inform the District within 24 hours of such suspicion.

ARTICLE 5. COORDINATION OF SERVICES

To facilitate delivery of services, the District will provide 1) Reasonable and prompt notification of meetings and other appointments in which the Provider is expected to participate; 2) Signed parental consent forms, as necessary;

Contract Cont.

Page 2

3) Identifying information regarding the client and the parent/guardian; and, 4) Reasonable assistance in facilitating communication between the Provider and clients, parents/guardians, and other providers and agencies.

ARTICLE 6. INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorneys' fees resulting from Provider's performance of the services provided under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement.

ARTICLE 7. AMENDMENT/TERMINATION

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement upon 30 (thirty) days written notice.

ARTICLE 8. NON-DISCRIMINATION

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE OF SERVICES

Valley Therapy Services will provide the following services in Speech/Language Pathology for the Twin Falls School District:

1. Diagnostic services for children referred for speech or language problems by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered speech and/or language skills.
3. Consultative services for parents and school personnel with respect to therapeutic management and progress of the child.
4. Documentation of evaluations and therapy progress as required by the Idaho State Department of Education.

Contract Cont.

Page 3

5. Be responsible for attending pertinent Child Study Team/IEP Meetings during therapist's regular hours.
6. The services will be provided on an as needed basis, a specific schedule to be developed jointly by the District and Clinical personnel.
7. Other services as agreed upon between parties.

ARTICLE 10. ALLOWABLE COSTS FOR SERVICE

The Twin Falls School District, through its Board of Trustees, shall arrange appropriate payment to Valley Therapy Services as follows:

The fee for the above noted service shall be:

1. \$50.00 per contract hour for a Bachelor's Level Speech-Language Therapy Aide (SLPA) 7 hours per day X 4 days per week
2. Mileage reimbursement at the current federal mileage rate if driving between schools in the District is required.
3. Contract hours will include evaluations, therapy, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, training, consultation time, time escorting students to and from the classroom, and travel time between schools in the district.
4. Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.
5. Payment for the previous month's services will be made promptly following the next scheduled District Board Meeting. A service fee of 1.5% will be added to any invoice not paid within 30 days of invoice date.

ARTICLE 11. BILLING

Provider will submit a monthly statement of services rendered each month. If requested by the District, each itemized monthly statement can include a) student's name; b) description of services provided; c) total number of hours spent in direct services and administrative time; and d) cost of services provided.

DATE 6/10/13

Clara Allred

Clara Allred, Special Service Director
TWIN FALLS SCHOOL DISTRICT

DATE 6/19/13

Nancy Harris

Nancy Harris, M.S., CCC-SLP
VALLEY THERAPY SERVICES, INC.

Twin Falls School District Support Services

301 Main Ave West Twin Falls, Id 83301 * Phone 208 733 8456 * Fax 208 733 4861

THIS AGREEMENT made this 3rd day of September 2013, by and between Twin Falls Support Services (first party) and Vickey's Consulting – Owner Vickey Ainsworth, 870 River View Dr. Twin Falls, ID 83301 (second party)

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated:

I. Said party of the first part covenants and agrees that it shall:

Provide paper, documents necessary for CBM's, Plan and schedule yearly meetings with teachers and paraprofessionals for training and instruction.

II. And said party of the second part covenants and agrees that it shall: Provide consultation and training through the year to special education teachers in using CBM's, charts, graphs, progress monitoring, and scoring. The second party will provide Worker's compensation Insurance and Professional Liability Insurance naming Twin Falls School District as additional insured.

II. Other terms to be observed by and between the parties: Mileage between schools will be paid at the rate of 45.5 per mile. Compensation will be paid at \$20.00 per hour. A \$250.00 consultation fee will be paid each year.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the state of Idaho.

VI. Either party may terminate this agreement by providing written notice within 30 days.

First Party: Clara Albrecht Date: 9-3-13

Second Party: Vickey Ainsworth Date: 9-3-13