

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
2018-19 yr.	Twin Falls Police Dept. (SRO officers)	\$245,731.00
1/1/18 - 12/31/18	Midnight Productions/Kris Irish	\$ 26,000.00
2018-19 yr.	Key Benefit Concepts	\$ 3,800.00
2018-19 yr.	Renaissance (Robert Stuart)	\$ 9,008.75
2018-19 yr.	Renaissance (Morningside)	\$ 5,255.00
2018-19 yr.	Renaissance (O'Leary)	\$ 5,570.50
2018-19 yr.	Renaissance (South Hills)	\$ 3,387.00
2018-19 yr.	A Caring Hand Home Health Care	\$80.00 to \$17.00/hr.
2018-19 yr.	Body Balance Physical Therapy	\$80.00/hr.
2018-19 yr.	ProActive Advantage	\$32.00/hr.
2018-19 yr.	Positive Connections, LLC	\$32.00/hr.
2018-19 yr.	Kristi Kulik (ASL interpreter)	\$35.00/hr.
2018-19 yr.	Nichole Stevens (Occupational therapist)	\$65.00/hr.
2018-19 yr.	Lauren Jones (ASL interpreter)	\$33.00/hr.
2018-19 yr.	Soliant Health	\$78.00 to \$69.00/hr.

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*

**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:

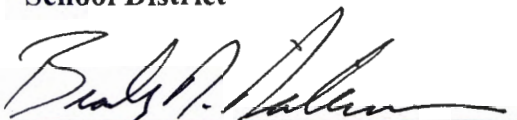
1. **Rights and Responsibilities of the Twin Falls Police Department:** The Chief of Police shall select and appoint qualified, sworn Police Officers to staff up to six (6) School Resource Officer (SRO) positions and one (1) Supervisor at the rank of Sergeant within the School District. The duties of 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.

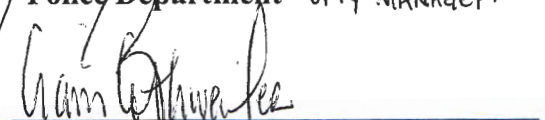
2. **Rights and Responsibilities of Twin Falls School District No. 411:** The School District shall provide the necessary support for the SRO Program. The duties of the School District are as follows:
- 2.1. Provide a private office to be used by the assigned SRO(s) for general business purposes, furnished 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 not 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 \$245,731.00. This amount includes the agreed upon portions of the six (6) SROs' wages, in addition to a portion of the supervising Sergeant's wages.
 - 2.5. Provide payment for Twin Falls Police Department Officers who work extra duty assignments as requested by the Twin Falls School District at the rate of \$55.00 per hour.
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, 2018, and remain in effect until June 30, 2019. 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 27 day of June, 2018.

Twin Falls School District No. 411
"School District"


BRADY DICKINSON, Superintendent

City of Twin Falls
"Police Department" CITY MANAGER


TRAVIS ROTHWEILER, City Manager

City of Twin Falls
School Resource Officers - Cost of Service

Current Actual As of 1/17/2018:

		Bi-Weekly						Annual Cost of Service
		M. Triner	D.Weigt	Sgt. J. Dimond	P. Stephenson	S. Gassert	S. Rodriguez	M. Waite
Base Salary		2,498.00	2,498.00	2,885.00	2,498.00	2,449.00	2,449.00	2,498.00
4% Assignment Pay	4.00%	99.92	99.92		99.92	97.96	97.96	99.92
Clothing Allow./FT	FT	-	-		-	-		11.54
Longevity Pay	L1,2	31.38	-	16.62	22.15		18.46	
Subtotal:		2,629.30	2,597.92	2,901.62	2,620.07	2,546.96	2,565.42	2,609.46
FICAR	6.20%	163.02	161.07	179.90	162.44	157.91	159.06	161.79
MEDIR	1.45%	38.12	37.67	42.07	37.99	36.93	37.20	37.84
PERSIR	11.66%	306.58	302.92	338.33	305.50	296.98	299.13	304.26
Std. Life	L3	2.87	2.87	2.87	2.87	2.87	2.87	2.87
LT Life	0.319%	7.97	7.97	9.26	7.97	7.81	7.81	8.32
Select Health	S1R, M1R	261.57	644.91	644.91	644.91	261.57	644.91	644.91
Dental		15.05	15.03	15.03	15.03	15.05	15.05	15.05
Admin FSA/DC		-	1.98	1.98	1.98		-	-
Admin Fee			0.98	0.98	0.98			
Work. Comp.	3.38%	88.87	87.81	98.07	88.56	86.09	86.71	88.20
Bi-Weekly Total with Benefits:		3,513.35	3,861.13	4,235.02	3,888.30	3,412.17	3,818.16	3,872.70
Weekly Total with Benefits		1,756.68	1,930.57	2,117.51	1,944.15	1,706.09	1,909.08	1,936.35
Weeks of Service		42	38	42	38	42	38	38
Total Annual Cost of Service		73,780.35	73,361.47	88,935.42	73,877.70	71,655.57	72,545.04	73,581.30
								527,736.85
								1/2
1/2 of Actual Cost of Service								263,868.43

									Pay Adjustment	Insurance Adjustment	Anticipated for 2018
All Costs Health Except Insurance	68,287.38	61,108.18	75,392.31	61,624.41	66,162.60	60,291.75	61,328.01	454,194.64	4%		472,362.43
Health Insurance	5,492.97	12,253.29	13,543.11	12,253.29	5,492.97	12,253.29	12,253.29	73,542.21		20%	88,250.65
Total	73,780.35	73,361.47	88,935.42	73,877.70	71,655.57	72,545.04	73,581.30	527,736.85			560,613.08
								527,736.85			1/2
								263,868.43			280,306.54

General Independent Contractor Agreement

This Agreement is made between **TWIN FALLS SCHOOL DISTRICT #411** (Client) with a principal place of business at 201 Main Ave. West and Midnight Productions Studio LLC and **Kris Irish** (Contractor), with a principal place of business at 1023 Carriage Ln N, Twin Falls, ID 83301.

This Agreement will become effective on **January 01, 2018** and extend through **December 31, 2018**.

Services to be Performed

Contractor agrees to perform the following services:

Technical sound and lighting support required for performances at Roper Auditorium, located on the Twin Falls High School campus, 1615 Filer Ave East, Twin Falls, ID 83301. Services include:

- Operation of sound and lighting equipment located in Roper Auditorium for scheduled performances and rehearsals needing such technical support;
- Routine service and maintenance of technical sound and lighting equipment to ensure that equipment is in proper working order at all times;
- Recommendation to building administrator and district director of operations regarding major equipment repairs or upgrades and an estimate of cost factors associated with each;
- Inventory, order, and stock consumable products associated with normal equipment use (e.g., light bulbs, gel filters, fuses, wires, cables, etc.). Requisitions for purchasing consumable products shall be submitted to the building administrator or the district director of operations for issuance of a purchase order prior to the purchase of supplies;
- Routine service and repair of sound equipment at Bruin Stadium;
- Direction and supervision of support staff needed to meet performance/production technical service requirements;
- Scheduling, direction, and supervision of student production assistants used to meet performance/production technical service requirements.
- To provide all TFSD facilities including but not limited to CRHS auditorium with recommendations for services/repairs as needed. Additional services provided beyond these recommendations to any TFSD facilities other than the Roper Auditorium will be billed at \$50 per hour. These services are to be billed separately from this contract and shall be approved by the Director of Operations prior to any work being completed.

Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor **\$26,000.00** according to the terms set out below.

Terms of Payment

The contractual fee will be distributed evenly throughout the term of the contract. The contractor shall submit an invoice to Client on the twenty-fifth day of each month in the amount of \$2,166.67. Invoices should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement:

Independent Contractor Status

Contractor is an independent contractor, not Client's employee. Contractor's employees or contract personnel are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Business Permits, Certificates and Licenses

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

State and Federal Taxes

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or

Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractor shall provide Client with proof that such coverage has been obtained before starting work.

Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain an insurance policy of at least \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement. Certificate of liability must name the client as an additional insured.

Terminating the Agreement

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

Exclusive Agreement

This is the entire Agreement between Contractor and Client.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the State of Idaho.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement,
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to court.

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which he or she may be entitled.

Signatures

Client: Twin Falls School District #411

By: 
(Signature)

Ryan Bowman
(Typed or Printed Name)

Title: Director of Operations

Date: 7/12/18

Contractor: Midnight Productions Studio LLC-Kris Irish

By: 
(Signature)

Kris Irish
(Typed or Printed Name)

Title: Owner

Date: 7/12/18

Taxpayer ID Number:

If Agreement Is Faxed:

Contractor and Client agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

Key Benefit Concepts, LLC

Twin Falls School District #411



**Proposal for
Actuarial Valuation of
Other Post-Employment Benefits**

August 2018



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Twin Falls School District #411

Post Employment Benefit Actuarial Liability Study

About Key Benefit Concepts, LLC

Key Benefit Concepts, LLC (KBC) is an actuarial and employee benefits consulting firm. Established in 1992, our mission statement is grounded in the delivery of unbiased counsel to employers in the evaluation, design and implementation of employee benefit programs. Over the years, we have provided innovative solutions to public and private employers in addition to Taft Hartley groups.

As consultants, we do not receive commissions, overrides, bonuses, trips, etc. as payment for our services. Our compensation comes from our clients based on an hourly fee or project basis. This guarantees that our motivation is to serve our clients' needs.

We bring to our clients a variety of experiences and diversity of talents. From strategists to claim audit experts, we add value by providing a depth and breadth of knowledge, which has defined our success. Associations with individuals who provide legal and clinical expertise assure that we provide thorough assessments and comprehensive solutions that meet our clients' goals.

Summary and Objectives

With the issuance of a Government Accounting Standards Board ("GASB") statement on Other Post Employment Benefits ("OPEB"), the Twin Falls School District #411 ("the District") desires to have an actuarial study conducted that will provide a calculation of their OPEB liability. (This statement requires a change from cash to an accrual basis for retiree benefit programs.)

In preparing this proposal, KBC has identified the following objectives for the District:

- Address the requirements under GASB Statements 74 and 75.
- Engage an actuary experienced in government actuarial valuations of post employment benefits.
- Prepare an updated measurement of the District's OPEB liabilities.
- Quantify the District's OPEB liabilities to determine the magnitude and impact of the liability.
- Utilize the findings to strategize for long-term planning.

Project Scope

Preparation Phase

- I. Mutually determine the scenarios and desired outcomes of the project.
- II. Review data gathered from the District.
- III. Follow up with the District, vendors or any other party to obtain additional information, as needed.
- IV. Create data worksheets.
- V. Evaluate and prepare demographic and service tables.

Actuarial Valuation Phase

- I. Determine appropriate assumptions to complete valuation.
- II. Calculate the present value of future benefits, based upon the data provided and current GASB actuarial liability methodologies. This will be calculated for *each* employee and retiree - valuing the implicit rate subsidy, if any.
- III. Calculate the OPEB liability scenario based upon trends, plan design and/or interest assumptions.

Develop and prepare the Summary Report for the District including a telephonic review of the draft report and one visit to the District to present the finalized report to the District. The fee for the visit is noted herein.

The study involves valuation the implicit rate subsidy, if any, from use of sick leave dollars to remain in the District's medical insurance benefit plan. Included in the proposal are summaries of the retiree eligibility and benefits based upon the data provided by the District. These summaries are the basis by which our proposal was developed.

Note that the implicit rate subsidy is only applied when retirees are enrolled in a district's medical plan. It is not applied, however, when retirees participate in a district's dental insurance plan.

GASB guidelines require the OPEB benefit to be based upon the *value* of the health care benefits rather than the premium cost. The difference between the premium cost and the value of the benefit is known as the Implicit Rate Subsidy.

Implicit Rate Subsidy exists when an employer's retirees and current employees are covered together as a group wherein the premium rate or premium equivalent rate paid by the retirees may be lower than they would be if the retirees were rated separately. The final GASB Statements declare that even if the retirees pay 100% of the premium, without a contribution from the employer, the employer is required to treat the implicit rate subsidy as an OPEB liability.

Sick Leave Benefit

The District provides all employees with a sick leave payout. The retiree will be granted a pay out of accumulated sick leave based upon a rate established by the PERSI, to be used toward retiree medical dental, vision and life insurance premiums. A sick leave benefit is regarded as a termination payment and should already be account for under GASB Statement 16 as a compensated absence. According to GASB regulations, when converted sick leave benefits are used for continued health coverage, then only the implicit rate subsidy is regarded as an OPEB benefit and as such needs to be accounted for under GASB Statement 75. Our proposal does not include valuation of the compensated absences, as it should already be reflected on the District's financials.

If requested, KBC will provide a proposal for the valuation of the sick leave benefit. However, since the auditor should already be accounting for the compensated absences on the District's financial statements, it is not necessary for the actuary to include this liability.

Value

Successful outcomes are assured when our clients play an active role in their projects, which in turn provides value to the District. We understand that establishing a solid relationship with an actuarial firm is a proactive approach that will help the District plan for long-term financial and business goals. As such, Key Benefit Concepts, LLC engages in projects when we know we can deliver value to our client.

The value to the Twin Falls School District #411 is to:

- Meet accounting and reporting requirements
- More thoroughly and thoughtfully address the provision of retiree health care benefits.
- Gain an understanding of how the obligation impacts the District, its employees and retirees.
- Utilize the information developed to assess and evaluate benefit program cost and strategy, particularly as it relates to retiree health benefits.

New GASB Statements

GASB Statements 74 and 75 have replaced GASB Statements 43 and 45. However, this transition did not occur until the time period as noted below:

GASB 74 – Effective for fiscal years beginning after 6/15/2016 – applies to the District's plan year beginning 7/1/16 (Financial Reporting for OPEB Plans administered through trusts or equivalent arrangements **AND** for governments that hold assets accumulated for purposes of providing OPEB through OPEB plans not administered through trust or equivalent arrangements)

GASB 75 – Effective for fiscal years beginning after 6/15/2017– applies to the District's plan year beginning 7/1/17 (Accounting and Financial Reporting for OPEB provided through OPEB plans that are administered through trusts or equivalent arrangements **AND** for OPEB provided through OPEB plans not administered through trusts or equivalent arrangements)

KBC is well aware of the changes and has been coordinating the transition of the valuation process and services as well as the accounting with the public entities and their auditors.

District Funding

The District is funding benefits as follows:

- OPEB: pay-as-you-go basis from general assets (i.e., the District is **not** funding its OPEB benefit via an irrevocable trust or account).
- Health Plan: Self-funded via the Idaho School Benefit Trust

With recent changes in GASB guidelines, it is important to note that this proposal for a new valuation is based upon this District Funding approach.

Proposed Valuation

This proposal is for a valuation of the OPEB (GASB 74/75) benefits based upon compliance with the new GASB Statements.

The proposal assumes the following:

- Valuation Date: 6/30/2017
- Measurement Date: 6/30/2017 (**roll back**)
- Reporting Date: 6/30/2018

Post Employment Benefit Project Fee

Our fee for this project is based upon plan/classifications as described on the Post Employment benefit summaries at the end of the proposal.

Standard Detailed Valuation: The standard valuation report includes calculation of the liabilities resulting from all eligible classifications broken out such that the District is able to identify the specific active and retiree liabilities by classification. This report may prove helpful in evaluation of the impact to the OPEB liability resulting from plan changes by classification and/or funding by classification.

Fees: The fee for services is expected to be no greater than the fee shown. These fees are based upon the District's funding method noted above. Should the District be using a different funding method than as noted herein, the fees for services are not valid and a new proposal is required.

Other Post Employment Benefit Valuation Fee	
	Fee
Standard OPEB Valuation	
• Paid by Debit/Credit Card (including processing fee) *	\$ 3,914
• Discounted fee if paid by cash or ACH Transfer	\$ 3,800
On-site Presentation (Visit) to District	\$ 850

**KBC offers the option of paying the fee by debit or credit card. The difference in the fee is the processing service cost. There is a discounted fee for payment by check or ACH transfer as noted.*

Fees noted in this proposal are valid if accepted by September 15, 2018. The above fees include a **one-time set up fee of \$500** that will not be applied to future valuation fees.

Our fees include preparation of an electronic version of the report and up to 2 hard copies of the final valuation report, if requested. Additional expenses such as travel, additional copies of the report, and/or materials other than correspondence will be billed at cost. Statements for work completed will be invoiced on a monthly basis. The first invoice will be sent following completion of the draft report. Payment is due upon receipt. A second invoice will be sent if/when a presentation of the final report is provided to the District.

Because of the importance of oral and written representations to an effective agreement, The District hereby releases KBC and its current, former or future owners, agents, employees and personnel from any and all claims, liabilities, costs and expenses attributable to a misrepresentation by the District or its management. Further, the District

understands and agrees to the valuation according to the following process and outcomes:

The calculations of cost and liabilities illustrated will be determined according to generally accepted actuarial principles and standards. Specific assumptions and actuarial methodology for the study will be defined within the report. Each material assumption will be, in the actuaries' opinion, individually reasonable and falls within the best estimate range, taking into account past experience and reasonable future expectations, and is consistent with each other material assumption. Given that actual experience may vary from the actuarial assumptions projected, developing liabilities and costs may differ from those estimated in the report. Furthermore, in the event of any inaccuracies in the information or data provided, upon which these calculations were based, revisions may be needed.

The valuation will be prepared in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The actuaries certifying the valuation meet the qualifications of the American Academy of Actuaries required to provide the actuarial opinion detailed in this report.

The valuation and report will be prepared solely for the purposes of providing information required by The Government Accounting Standards Board (GASB) for the District's financial reporting. KBC assumes neither responsibility nor any liability for use of this report for any other purposes.

Therefore, if the above services and guidelines are met, neither KBC nor its current, former or future owners, agents, employees and personnel shall be liable to the District, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid by the District under this agreement.

Acceptance

This forms an agreement between the Twin Falls School District #411 and Key Benefit Concepts, LLC.

Standard Post Employment Benefit Valuation

The District accepts KBC's proposal for a Post Employment Actuarial Valuation.

Please check the appropriate boxes:

<p>The District's medical plan is:</p> <p><input type="checkbox"/> Fully Insured</p> <p><input type="checkbox"/> Self-funded</p>	<p>The District's benefits are funded through:</p> <p>OPEB <input type="checkbox"/> General Assets <input type="checkbox"/> Irrevocable Trust</p>
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Please check one box below:

- ☐ The Post Employment Benefit Summaries as provided in this proposal, accurately and completely reflect the retirement benefits offered by the District.
- ☐ The Post Employment Benefit Summaries accurately and completely reflect the retirement benefits offered by the District given the modifications made by the District and noted with this acceptance. KBC will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes. *(Please mark changes on pages 7-8.)*


Disclaimer:

- Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that eligibility and/or benefits are significantly different than outlined in this proposal, KBC reserves the right to revise our proposal and the associated fees for the study.
- **To avoid additional charges, please make sure the benefit summaries provided are correct.** Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee range noted in this proposal.

Twin Falls School District #411

Brady Dickinson, Ph.D., Superintendent

Key Benefit Concepts, LLC

 August 2, 2018

Linda R. Mont, RHU, Senior Benefit Consultant, Managing Member

Facsimiles of acceptance signatures shall be as valid as the original signatures.

Twin Falls School District #411

Post-Employment Benefit Summary

Certified Employees

Eligibility	OPEB
<p>Retirement under Public Employees Retirement System of Idaho (PERSI) - At least 55 (or disability) with 5 years of service</p>	<p><u>Medical Insurance:</u> (<i>Implicit Rate Subsidy Only</i>) Retirees (and their dependents) may choose to remain on one of the 2 District group medical plans (single or family), by paying the full (100%) amount of required premiums until age 65. (Such payment may come from PERSI or directly from the retiree). The full premiums are billed directly to the retiree.</p> <p>Upon a retiree becoming Medicare eligible, a retiree's spouse may continue medical coverage until the spouse is eligible for Medicare. Surviving spouses are eligible for medical benefits until Medicare eligibility.</p>
	<p>Non-OPEB – Compensated Absence</p> <p><u>Sick Leave Payout:</u> Employees are entitled to one day of sick leave for each month of service with a maximum accrual aligned with the District's maximum accrual threshold. Upon retirement, a retiree may convert unused sick leave into a cash equivalent, at a rate established by the PERSI, to pay for retiree medical insurance, dental, vision and life insurance premiums.</p> <p>Retirees are eligible under the State Public Retirement System. Insurance coverage to be provided will be based upon the cash value of one-half of the employee's unused sick leave. The cash value will be calculated at the time of retirement and transferred to the Idaho Public Employees Retirement Board to pay insurance premiums on insurance programs carried by the retiree. – Implicit rate subsidy – noted above is an OPEB benefit resulting from use of sick leave dollars or redirected pension payments (via PERSI) to stay on the District's health plan and/or self-payments by the retiree.</p> <p><i>The Sick Leave Benefit is not an OPEB benefit, but a compensated absence under GASB 16.</i></p>
<p>Note: The District offers 2 health plans: Preferred PPO and PPO HSA Basic Insurance (Medical, life and dental).</p>	

Classified Employees

Eligibility	OPEB
<p>Retirement under Public Employees Retirement System of Idaho (PERSI) - At least 55 (or disability) with 5 years of service</p>	<p>Medical Insurance: (<i>Implicit Rate Subsidy Only</i>) Retirees (and their dependents) may choose to remain on one of the 2 District group medical plans (single or family), by paying the full (100%) amount of required premiums until age 65. (Such payment may come from PERSI or directly from the retiree). The full premiums are billed directly to the retiree.</p> <p>Upon a retiree becoming Medicare eligible, a retiree's spouse may continue medical coverage until the spouse is eligible for Medicare. Surviving spouses are eligible for medical benefits until Medicare eligibility.</p>
	<p>Non-OPEB – Compensated Absence</p>
	<p>Sick Leave Payout: Employees are entitled to one day of sick leave for each month of service with a maximum accrual aligned with the District's maximum accrual threshold. Upon retirement, a retiree may convert unused sick leave into a cash equivalent, at a rate established by the PERSI, to pay for retiree medical insurance, dental, vision and life insurance premiums.</p> <p>Retirees are eligible under the State Public Retirement System. Insurance coverage to be provided will be based upon the cash value of one-half of the employee's unused sick leave. The cash value will be calculated at the time of retirement and transferred to the Idaho Public Employees Retirement Board to pay insurance premiums on insurance programs carried by the retiree. – Implicit rate subsidy – noted above is an OPEB benefit resulting from use of sick leave dollars (via PERSI) to stay on the District's health plan and/or self-payments by the retiree – Implicit rate subsidy –noted above is an OPEB benefit resulting from use of sick leave dollars or redirected pension payments (via PERSI) to stay on the District's health plan and/or self-payments by the retiree.</p> <p><i>The Sick Leave Benefit is not an OPEB benefit, but a compensated absence under GASB 16.</i></p>
<p>Note: The District offers 2 health plans: Preferred PPO and PPO HSA Basic Insurance (Medical, life and dental).</p>	

KBC Client List

Please find our government client list of entities we provide post employment actuarial valuations. If you would like client references with more detail, please let us know.

Adams-Friendship Area School District	Campbellsport School District
Algoma School District	Cedar Grove-Belgium School District
Almond Bancroft School District	Cedarburg School District
Altoona School District	CESA 10
Amery School District	CESA 11
Arbor Vitae - Woodruff Joint School District 1	CESA 12
Arcadia School District	CESA 6
Arrowhead UHS District	CESA 9
Ashland School District	Chequamegon School District
Ashwaubenon School District	Chetek-Weyerhaeuser Area School District
Auburndale School District	Chilton Public School District
Augusta School District	Chippewa Falls Area Unified School District
Baldwin-Woodville Area School District	Clayton School District
Baraboo School District	Clear Lake School District
Barneveld School District	Clinton Community School District
Barron Area School District	Clintonville School District
Beaver Dam Unified School District	Cochrane-Fountain City SD
Belleville School District	Colby School District
Beloit Turner School District	Coleman School District
Berlin Area School District	Colfax School District
Big Foot Union High School District	Columbus School District
Birchwood School District	Crandon School District
Black River Falls School District	Crivitz School District
Blair-Taylor School District	Cuba City School District
Bloomer School District	Cumberland School District
Boscobel Area School District	Darlington Community School District
Bowler School District	De Soto Area School District
Boyceville Community School District	Deerfield School District
Brillion School District	Deforest Area School District
Bristol School District #1	Delavan Darien School District
Brodhead School District	Denmark School District
Brown Deer SD	Dodgeand School District
Bruce School District	Dodgeville School District
Burlington Area School District	Drummond Area School District
Cadott School District	Durand School District
Cambria-Friesland School District	East Troy Community School District
Cambridge School District	Eau Claire Area School District
Cameron School District	Edgar School District

200 West Summit Ave
Suite #270, Wales, WI 53183



Phone: (262) 522-6415
Fax: (262) 522-6419



Edgerton School District
Eleva-Strum School District
Elkhart Lake-Glenbeulah School District
Elkhorn Area School District
Ellsworth Community School District
Elmwood School District
Evansville Community School District
Fall Creek School District
Fall River School District
Flambeau School District
Fond du Lac School District
Fort Atkinson School District
Fox Point-Bayside School District
Franklin Public School District
Frederic School District
Freedom Area School District
Friess Lake School District
Gale-Ettrick-Trempealeau School District
Geneva Community Unit SD 304
Genoa City Jt. 2 School District
Germantown School District
Gibraltar School District
Gillett School District
Gilman School District
Glendale-River Hills School District
Glenwood City School District
Grafton School District
Grantsburg School District
Green Lake School District
Greendale School District
Greenfield School District
Greenwood School District
Hartford Jt. #1 School District
Hartford Union High School District
Hayward Community School District
Herman-Neosho-Rubicon School District
Highland School District
Hilbert School District
Horicon School District

Hortonville Area School District
Howards Grove Public School District
Howard-Suamico School District
Hurley School District
Independence School District
Iola-Scandinavia School District
Iowa-Grant School District
Ithaca Public Schools
Johnson Creek School District
Kansasville Grade School District
Kaukauna Area School District
Kettle Moraine School District
Kewaskum School District
Kewaunee School District
Kiel Area School District
Kimberly Area School District
Lac du Flambeau Public School
Ladysmith School District
Lake Country School District
Lake Geneva Public School District
Lake Mills Area School District
Lancaster Community Schools
Lena Public School District
Little Chute Area School District
Lodi School District
Lomira School District
Luck School District
Luxemburg-Casco School District
Manitowoc Public School District
Maple Dale-Indian Hill School District
Marathon School District
Marathon County Special Education
Marinette School District
Markesan District Schools
Marshall School District
Mauston School District
McFarland Community Schools
Medford Area Public School District
Mellen School District

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Fax: (262) 522-6419



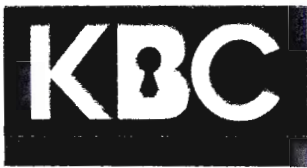
Melrose-Mindoro School District
Menasha Joint School District
Menominee Indian School District
School District of Menomonee Falls
Menomonie Area School District
Mequon Thiensville School District
Merrill Area Public Schools
Merton Community School District
Middleton Cross Plains Area SD
Minocqua-Hazelhurst-Lake
Mishicot School District
Mondovi School District
Monona Grove School District
Montello Public School District
Mount Horeb Area School District
Mukwonago Area School District
Muskego-Norway School District
Necedah Area School District
Neillsville School District
Nekoosa School District
New Berlin Public School District
New Glarus School District
New Lisbon School District
Niagara School District
Nicolet High School District
North Crawford School District
North Fond du Lac School District
North Lakeland Elementary SD
Northern Ozaukee School District
Northland Pines School District
Northwood School District
Norwalk-Ontario-Wilton School District
Oakfield School District
Oconto Unified School District
Oostburg School District
Oregon School District
Osceola School District
Osseo-Fairchild School District
Owen-Withee School District

Palmyra-Eagle Area School District
Pardeeville Area School District
Paris School District
Parkview School District
Pepin Area School District
Peshtigo School District
Pewaukee Public School District
Phillips School District
Platteville School District
Plum City School District
Plymouth School District
Port Edwards School District
Port Washington-Saukville SD
Portage Community School District
Potosi Public School District
Poynette School District
Prentice School District
Prescott School District
Pulaski Community School District
Randall School District
Raymond School District
Reedsville School District
Reek Elementary Sch. Linn Jt. 6 SD
Rib Lake School District
Richland School District
Richmond School District
Rio Community School District
Ripon School District
River Falls School District
River Ridge School District
Riverdale School District
Rosendale-Brandon School District
Royall School District
Salem School District
Sauk Prairie School District
School District of Abbotsford
School District of Alma Center Humbird Merrilan
School District of Bayfield
School District of Florence County

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School District of Hillsboro
School District of Janesville
School District of La Crosse
School District of Loyal
School District of Manawa
School District of Mayville
School District of Milton
School District of Monroe
School District of New Holstein
School District of New London
School District of New Richmond
School District of Omro
School District of Onalaska
School District of Prairie Farm
School District of Reedsburg
School District of Shell Lake
School District of Slinger
School District of Spencer
School District of Superior
School District of Tigerton
School District of Tomahawk
School District of Wabeno Area
School District of Wausaukee
School District of Weyauwega-Fremont
Sevastopol School District
Seymour Community School District
Sharon Jt 11 School District
Sheboygan Area School District
Sheboygan Falls Public School District
Shiocton School District
Silver Lake Salem School District
Siren School District
Solon Springs School District
Somerset School District
Southern Door County School District
Southwestern Wisconsin School District
Spooner Area School District

St. Croix Central School District
St. Croix Falls School District
Stoughton Area School District
Stratford School District
Sun Prairie School District
Suring Public School District
Thorp School District
Tomorrow River School District
Trevor-Wilmot Consolidated School District
Tri-County Area School District
Turtle Lake School District
Two Rivers Public School District
Unified School District of De Pere
Union Grove Elementary School District
Union Grove Union High School District
Valders Area School District
Viroqua Area School District
Walworth Joint School District #1
Washburn School District
Washington-Caldwell School District
Waterford Union High School District
Waterford Graded School District
Waupaca School District
Waupun Area School District
Wausau School District
Webster School District
West DePere School District
West Salem School District
Westosha Central High School
Wheatland Center School District
Whitehall School District
Whitewater Unified School District
Wild Rose School District
Williams Bay School District
Wilmot Union High School District
Winneconne Community School District
Wisconsin Dells School District

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School District Clients (continued)

Wisconsin Heights School District
Wittenberg-Birnamwood School District
Wonewoc-Center School District
Wrightstown School District
Yorkville School District

County Clients

Brown County
Chippewa County
Green Lake County
Kenosha Joint Services
La Crosse County
Manitowoc County
Monroe County
Oneida County
Sawyer County
Washington County
Waushara County
Winnebago County

City Clients

City of Bloomer
City of Beloit
City of De Pere
City of Fort Atkinson
City of Greenfield
City of Janesville
City of Ladysmith
City of Marinette
City of Menasha
City of Menomonee
City of Middleton
City of Sheboygan

City of Two Rivers
City of Wausau
City of West Allis
City of Wisconsin Rapids
Lac du Flambeau Tribe
North Shore Water Commission
Town of Delavan
Village of Ellsworth
Village of Menomonee Falls
Village of Shorewood
Village of Fox Point

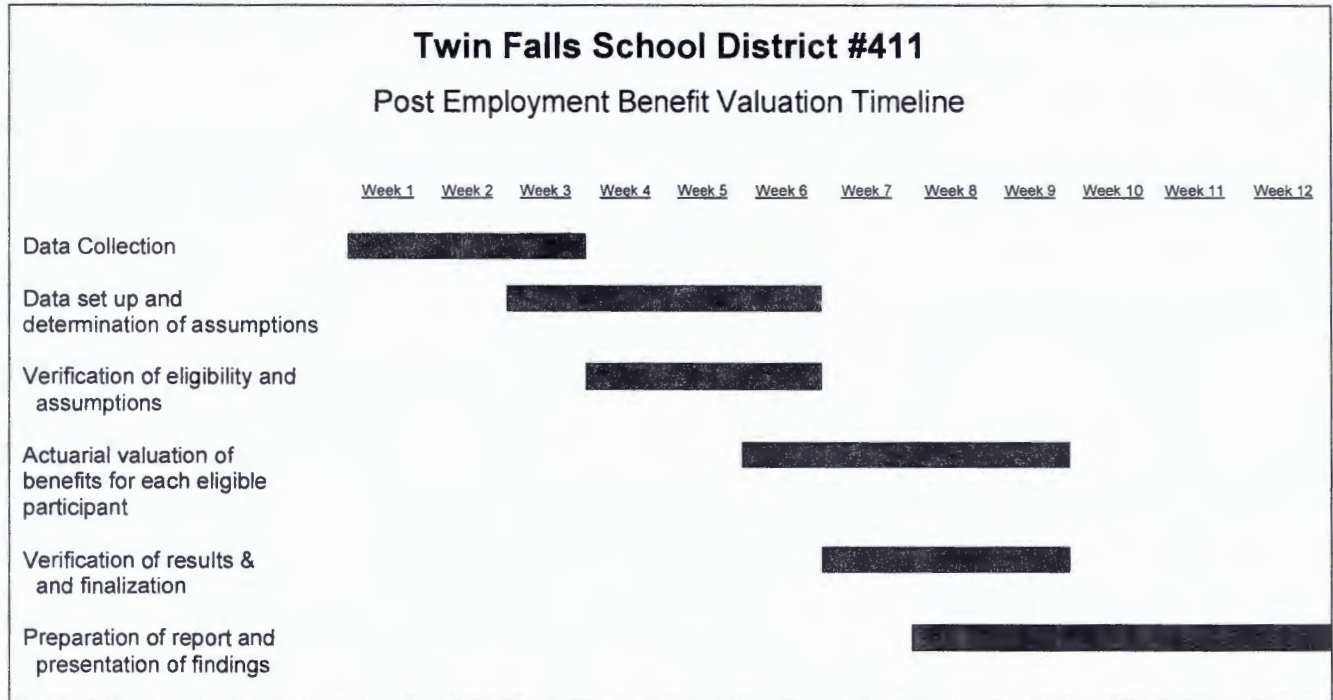
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Suite #270, Wales, WI 53183



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Fax: (262) 522-6419

Timetable

Below is a 10-12 week timetable for the completion of the post employment benefits as proposed.



Assuming that all data is obtained from the District within 3 weeks of acceptance, the valuation will be completed within the 12 week timetable noted above. Note that during periods of high volume, the timetable may be longer.

KBC's Consulting Team

KBC's consulting services are provided by a team of highly qualified experienced professionals. Linda Mont is a senior consultant and managing member. As such, she is responsible for overseeing all work performed. The biographies of KBC personnel actively involved in the actuarial and technical portions of the projects are at the end of this proposal.

Linda R. Mont, RHU

Linda Mont is the senior benefit consultant at Key Benefit Concepts and has over 25 years' experience providing health care benefit services to private and public sector employers.

Linda's areas of expertise include:

- ❖ Analyze claims data to evaluate appropriate use, overuse and abuse
- ❖ Review and analysis of current health care plan designs and recommendations for plan modifications
- ❖ Review and evaluation of utilization review programs and prescription drug benefit managers and programs
- ❖ Evaluate and develop elements of flexible benefit programs, administration and communication
- ❖ Review and/or develop summary plan descriptions and master plan documents
- ❖ Auditing of claims and administrative services of insurance companies and third-party administrators
- ❖ Develop bid specifications, bidding, analysis and implementation of new claims administration
- ❖ Analyze plan experience and renewal negotiations with insurance companies, provider networks and third-party administrators
- ❖ Evaluation of funding options and plan risk tolerance. Assisting employers in the determination of appropriate aggregate and specific stop-loss levels.

Linda Mont has been a benefits consultant with KBC over 20 years. Prior to that, she was a health and welfare consultant in the Milwaukee office of William M. Mercer, Incorporated and a service representative in the Brookfield, WI office of CNA Insurance Companies.

She has a Bachelors of Arts degree in Management & Communications from Concordia University, Mequon, Wisconsin. She is a registered health underwriter (RHU). She is also a licensed life, health, property and casualty insurance intermediary for the State of Wisconsin, a member of the Milwaukee Claim Association, the International Foundation of Employee Benefit Plans and the Greater Milwaukee Employee Benefit Council. She is also an affiliate member of the Wisconsin School Board Association. Linda Mont is an experienced speaker for several organizations providing relative information on topics within her expertise as noted above.

Email: lmont@keybenefits.com

Sarah B. Plohocky

Sarah B. Plohocky is an operations manager and benefit consultant at Key Benefit Concepts. Sarah assists in the coordination of benefit projects and services. She is a highly organized individual with outstanding communications and interpersonal skills.

Having a keen eye for detail, Sarah provides exceptional support in the following areas:

- ❖ Responding to Requests for Proposals (RFP) received from private and public entities; corresponding with employers and outside vendors
- ❖ Following up on outstanding proposals
- ❖ Processing accepted proposals and monitoring the process of projects through the various stages from start to completion
- ❖ Identifying, defining and developing employment benefit summaries
- ❖ Investigation and collection of data components for benefit valuations
- ❖ Assisting in the draft and finalization of the actuarial valuation and other project reports
- ❖ Coordinating KBC client benefit and wellness support services
- ❖ Maintaining follow-up logs, timetables for subsequent studies and related benefit changes as well as other consulting services provided by KBC staff

Sarah Plohocky has an Associates of Applied Science degree in Massage Therapy from High-Tech Institute in Brookfield, Wisconsin. She is also a licensed life and health insurance intermediary for the State of Wisconsin.

Email: sarahp@keybenefits.com

John Lavarda

John Lavarda is an actuarial consultant at Key Benefit Concepts (KBC). He is experienced with both statistical and mathematical analysis.

John's areas of expertise include:

- ❖ Statistics and Probability
- ❖ Calculus based Mathematics
- ❖ Numerical Analysis
- ❖ Financial Mathematics
- ❖ Regression Analysis

As an actuarial consultant, John performs a wide variety of services including:

Health and Welfare benefits

- ❖ Calculations of incurred but not reported health liabilities (IBNR)
- ❖ Analysis and design of funding and reserves for insured and self-funded programs
- ❖ Demographic studies
- ❖ Pricing and plan design studies

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post retirement life insurance
- ❖ Valuation of post retirement discounts
- ❖ Projection of future benefit payouts

John Lavarda has a Bachelor's of Business Administration degree in Actuarial Science from the University of Wisconsin – Madison. John is currently taking courses/exams to become an Associate of the Society of Actuaries.

Email: johnl@keybenefits.com

Devin Pearson

Devin Pearson is an actuarial analyst at Key Benefit Concepts (KBC). He is experienced with both statistical and mathematical analysis.

Devin's areas of expertise include:

- ❖ Statistics and Probability
- ❖ Calculus based Mathematics
- ❖ Numerical Analysis
- ❖ Financial Mathematics
- ❖ Regression Analysis

As an actuarial analyst, Devin performs a number of services including:

- ❖ Assisting in creation of tables used in final actuarial reports
- ❖ Communicating with clients to clarify and obtain unclear or missing information
- ❖ Reviewing census data received from clients, properly formatting it in preparation for the valuation

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post retirement life insurance
- ❖ Valuation of post retirement discounts
- ❖ Projection of future benefit payouts

Devin Pearson has a Bachelor's of Business Administration degree in Actuarial Science and Risk Management & Insurance from the University of Wisconsin – Madison. Devin is currently taking courses/exams to become an Associate of the Society of Actuaries.

Email: devinp@keybenefits.com

Steven L. Diess, EA, MAAA

Steve is an Enrolled Actuary (EA) and a Member of the American Academy of Actuaries (MAAA). He has over 20 years of experience providing actuarial services in the pension benefits marketplace. Steve specializes in defined benefit plan design, retiree medical plan consulting, and public and private employer accounting for pension and OPEB plans.

Areas of Expertise:

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post-retirement life insurance
- ❖ Valuation of post-retirement discounts
- ❖ Projection of future benefit payouts

Pension benefits

- ❖ Valuation of defined benefit pension plans
- ❖ ESOP emerging liability studies
- ❖ Projection of future benefit payouts
- ❖ Income replacement studies

Steve earned a B.S. in Math from Santa Clara University. As an Enrolled Actuary (EA), Steve has worked with both private and public sector employers.

Twin Falls School District #411



Key Benefit Concepts, LLC
200 West Summit Avenue
Suite 270
Wales, WI 53183
(262) 522-6415
www.keybenefits.com

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Federal I.D. 39-1559474
www.renaissance.com

Quote
1936710

Robert Stuart Middle School - 250108
644 Caswell Ave W
Twin Falls, ID 83301-3707

Reference ID: 298936
Created: 07/02/2018

Quote Summary

School Count: 1


Renaissance Products & Services Total	\$9,008.75
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$9,008.75

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1936710. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	Robert Stuart Middle School - 250108
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 07/02/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details				
Robert Stuart Middle School - 250108				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription Renewal	08/01/2018 - 07/31/2019	725	\$6.85	\$4,966.25
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	725	\$4.70	\$3,407.50
Hosting Services				
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$635.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Robert Stuart Middle School Total				\$9,008.75

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance 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 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.

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.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Federal I.D. 39-1559474
www.renaissance.com

Renewal Invoice
Subscription Ends: 7/31/2018

Quote #: RPRNQ1893208*

Morningside Elementary School - 250115
701 Morningside Dr
Twin Falls, ID 83301-7069
Contact: Kay Rehn - (208) 733-6507
Email: rehnka@tfsd.org

Created: 05/02/2018
Reference ID: 290774

Quote Summary


Renaissance Products & Services Total	\$5,255.00
Sales Tax	\$0.00

Pricing and discounts are subject to change if alterations are made to this quote.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1893208. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	Morningside Elementary School - 250115
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 05/02/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance 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. Standard payment terms are net 30 days from invoice date.

RENAISSANCE®

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renewal Invoice
Subscription Ends: 7/31/2018

Quote #: RPRNQ1893208*

Renewal Details

Renaissance Applications

Accelerated Reader Subscription Renewal	08/01/2018 - 07/31/2019	400	\$6.85	\$2,740.00
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	400	\$4.70	\$1,880.00

Hosting Services

Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$635.00
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Renewal Invoice
Subscription Ends: 7/31/2018

Quote #: RPRNQ1893208*

Renewal Subscription Summary

Morningside Elementary School - 250115	400
Accelerated Reader Subscription Renewal Total	400
Star Reading Subscription Renewal Total	
Morningside Elementary School - 250115	400
Star Reading Subscription Renewal Total	400
Annual All Product Renaissance Place Hosting Fee Renewal Total	
Morningside Elementary School - 250115	1
Annual All Product Renaissance Place Hosting Fee Renewal Total	1

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2018-19
w/discount

Quote
1901124

O'Leary Middle School - 250082

2350 Elizabeth Blvd

Twin Falls, ID 83301-7551

Contact: Tami Mahlke - (208) 733-2155

Email: mahlketa@tfsd.org

Reference ID: 289115

Created: 05/15/2018

Quote Summary

School Count: 1


Renaissance Products & Services Total	\$6,320.50
Applied Discounts	\$(750.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$5,570.50

This quote includes: Renaissance Accelerated Reader.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1901124. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	O'Leary Middle School - 250082
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 05/15/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Brock Bennett at (800)656-6793, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details					
O'Leary Middle School - 250082					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	08/01/2018 - 07/31/2019	830	\$6.85	\$(750.00)	\$4,935.50
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
O'Leary Middle School Total				\$(750.00)	\$5,570.50

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance 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 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.

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.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Twin Falls School District 411 - 250074

201 Main Ave W

Twin Falls, ID 83301-6103

Contact: Juli Hall - (208) 732-5160

Email: hallju@tfsd.org

Reference ID: 294340

Created: 08/10/2018

Quote Summary

School Count: 1


Renaissance Products & Services Total	\$3,737.00
Applied Discounts	\$(350.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,387.00

This quote includes: Renaissance Star Reading.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1957042. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	Twin Falls School District 411 - 250074
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 08/10/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Brock Bennett at (800)656-6793, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

South Hills Middle School - 6634394

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	660	\$4.70	\$0.00	\$3,102.00
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$(350.00)	\$285.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
South Hills Middle School Total				\$(350.00)	\$3,387.00

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance 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 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.

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.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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A Caring hand Home Health Care
1051 Eastland Dr. Suite 2, Twin Falls
Phone: 208-736-4903
Fax: 208-736-4894
mary.huntington@vidaseniorresource.com

Service agreement for CNA/LPN/RN staff- 2018/2019 school year

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

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	\$49.00 (to include skilled service and training)
G9002	RN Assessment	\$80.00 (Annual Assessment)
T1001	Supervisory RN	\$49.00 (One visit and/or as needed per month)
\$45.00 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 1, 2018** through **June 31, 2019** 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) day notice in writing. The Client may terminate the agreement with twenty-four (24) hour 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

Administrator

Date:

Mary Huntington
8/8/18

Twin Falls School District

Administrator

Date:

Michael Gorman
7/26/18

TFSD

Twin Falls School District Support Services

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

Service Provider Agreement

THIS AGREEMENT, entered into on this 9 day of August 2018,
between David Hutchison, CEO & Owner "Body Balance Physical Therapy", Physical
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
2018-2019;

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 9 of August, 2018
and remain in effect until the 9 day of August, 2019.

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 physical
therapists. Provider will supply support services with a current copy of said license each
year.

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. 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 physical 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 physical 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

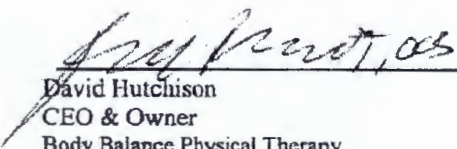
Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at his/her own cost. A computer will be available to use at support services to complete district required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


ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$ 80.00 per hour, payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

ARTICLE 12: NON-SOLICITATION OF EMPLOYEES

Throughout the term of the service provider agreement with Body Balance Physical Therapy and for a period of eighteen (18) months after termination of such employment for any reason (the "Non-Solicitation Period"), The Twin Falls school district, any of its employees, agents, etc., agrees not to directly or indirectly induce, recruit, or solicit any of the Body Balance Physical Therapy employees to terminate their employment or enter into another employment arrangement with the Twin Falls school district or a third party.


David Hutchison
CEO & Owner
Body Balance Physical Therapy


Michael Gemar
Director Support Services

Twin Falls School District # 411
System of Care Protocol for Independent Contractors

I. Protocol for Independent Contractors:

The purpose of the System of Care is to establish a procedural protocol to assist Twin Falls School District #411 in collaborating for the delivery of related services provided by Independent Contractors in accordance to *The Children's Mental Services Act of 1998* and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA 16.03.09.245, IDAPA 16.03.10.124.05.c & IDAPA 16.03.10.653.05.e).

The primary objective is to assist Twin Falls School District #411 and independent contractors in implementing related service plan delivered to Medicaid eligible students with an Individual Educational Plan (IEP) on file within the school district. In addition to this the independent contractor must be approved through the Special Education Director's office and provide the following documentation:

1. Current Certificate of Liability Insurance
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of insurance which includes Twin Falls School District within the coverage
4. Confirmation that individuals working in schools have current Criminal Background Check.

The school will be the lead agency for any student enrolled while that student is in school. Before the Independent Contractor may work with the student, a Contractual Agreement must be completed with the Special Education Director. Twin Falls School District requests that the Independent Contractors implement the IEP/BIP Plan as written by the IEP team.

Twin Falls School District must follow the privacy provisions set forth by FERPA, HIPPA, and Idaho Special Education Manual 2015 (for special education students). TFSD will need written authorization from the parent/guardian to share information with Private Service Providers.

II. Overview for Independent Contractors Working with Students

1. Independent Contractor means a person, group, agency, or organization that meets the following two conditions:
 - a. Is not an employee of Twin Falls School District #411 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
 - b. Is paid or reimbursed for services provided to the student through the established billing policy
Examples of Private Services Providers may include Nurses, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Service Coordinators, Behavioral Therapists, Developmental Disability Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psychosocial Rehabilitation Specialists, and Education Consultants.
2. Independent Contractor will do the following in Twin Falls School District #411:
 - a. Submit behavior notes, data, reports, or observations (when requested) to a school's IEP team for consideration related to the referral or an evaluation being conducted.
 - b. Be invited to an IEP team meeting by the director
 - i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.

Twin Falls School District # 411

Support Services

**INDEPENDENT CONTRACTOR CONTRACTUAL
AGREEMENT**

This Contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as "District") and ProActive Advantage, LLC (hereinafter referred to as "Contractor").

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' individualized education program (IEP) plan; and

Whereas, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this Contractual Agreement will commence on the 27 day of August, 2018, and remain in effect until the 22 day of August, 2019. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement will be renewed annually.

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, Contractor 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.

SERVICES TO BE RENDER:

Provider shall render the professional services enumerated on Summary of Services, attached hereto and made a part of this Contractual Agreement as if set forth fully herein.

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Contractor's office.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:

Contractor acknowledges its obligation to comply with Idaho Code Section 16-160I, *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. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery.

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 Contractor is invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

SUMMARY OF SERVICES:

Contractor will comply with the district/school operational procedures and will fulfill the following services and responsibilities:

- Hire quality CBRS/BI workers to provide behavioral services requested by school district. Assure that CBRS/BI staff has the required training needed to keep and maintain licensure/certification.
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contractor will provide the district with assurance that all licensure and certification of CBRS/BI staff is current.
- Must wear a picture identification and /or obtain a visitor's identification badge from the school at the time of the each visit.
- Must wear appropriate clothing for a school setting.
- Adhere to set schedule – arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- Do not violate the right of privacy of any student by using any information randomly obtained by observing other students as service reference to make contact with parents to sell or contract them to services from your agency.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- The special education teacher and/or general education teacher is the instructional leader in the classroom. At no time should a service provider assume that their judgment for instructional implementation or supervision of an individual/class can supersede the teacher or school staff member.
- Notify the Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services director in writing of any incidents that involve Twin Falls students immediately
- Be corporative when resolving conflicts with school/district staff.
- Provide CBRS staff to provide behavioral services in Day Treatment and STEP classrooms as well as all secondary schools
- Provide staff for Day Treatment Summer School
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with : schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation that supervision to Twin Falls School District monthly or as requested.
- Agency CBRS/BI staff will attend IEP meetings when invited by the district
- Contractor will provide psychological diagnostic evaluation as requested by the district.
- BI Paraprofessionals will comply with the district operational procedures and will fulfill services and responsibilities. BI Paraprofessionals must be supervised by a licensed BI Professional, Special Education Teacher, or the appropriate professional and are in compliance with the different therapy's licensing rules for qualifications, supervision and service requirements.

School/District responsibilities include:

- Respect the rights of contractor.
- Provide information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, Contractor's needs to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be corporative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of TFSD students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP plan.
- The district will reimburse the agency a flat fee for completing paperwork.

GOVERNANCE:

This Contractual Agreement shall be governed by the laws of the State of Idaho. Contractor shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Contractual Agreement.

ATTORNEY FEES:

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Contractual Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Contractual Agreement.

DISPUTE RESOLUTION:

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first contact Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.
3. These concerns will be resolved in the dialogue with school administrator (special education director) and the contractor's administrator

COMPENSATION/BILLING:

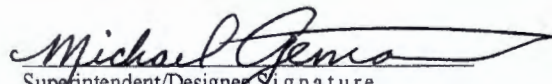
Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the District Office by the 1st of each month. Each monthly statement must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of hours spent in providing professional services; and d) cost of services provided.

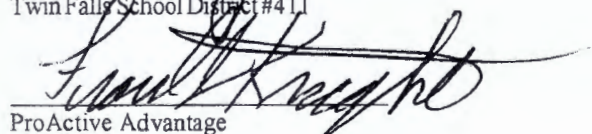
The district agrees to pay the Contractor at a rate of \$32.00 per hour for individual services, \$26.00 per hour for non-medicaid billable services and \$8.00 per hour for group services for the duration of the contract. The district agrees to pay the contractor \$13.75 per hour for BI Paraprofessional services. The district will pay the contractor \$200 a month to complete paperwork. The District agrees to pay the contractor \$100 for each diagnostic assessment completed.

COMPLETE STATE OF TERMS:

This Contractual Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Contractual Agreement may not be released, discharged, or modified except by an amendment in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 22 day of August, 2018


Superintendent/Designer Signature
Twin Falls School District #411


ProActive Advantage

Twin Falls School District # 411
System of Care Protocol for Independent Contractors

I. Protocol for Independent Contractors:

The purpose of the System of Care is to establish a procedural protocol to assist Twin Falls School District #411 in collaborating for the delivery of related services provided by Independent Contractors in accordance to *The Children's Mental Services Act of 1998* and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA 16.03.09.245, IDAPA 16.03.10.124.05.c & IDAPA 16.03.10.653.05.e).

The primary objective is to assist Twin Falls School District #411 and independent contractors in implementing related service plan delivered to Medicaid eligible students with an Individual Educational Plan (IEP) on file within the school district. In addition to this the independent contractor must be approved through the Special Education Director's office and provide the following documentation:

1. Current Certificate of Liability Insurance
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of insurance which includes Twin Falls School District within the coverage
4. Confirmation that individuals working in schools have current Criminal Background Check.

The school will be the lead agency for any student enrolled while that student is in school. Before the Independent Contractor may work with the student, a Contractual Agreement must be completed with the Special Education Director. Twin Falls School District requests that the Independent Contractors implement the IEP/BIP Plan as written by the IEP team.

Twin Falls School District must follow the privacy provisions set forth by FERPA, HIPPA, and Idaho Special Education Manual 2015 (for special education students). TFSD will need written authorization from the parent/guardian to share information with Private Service Providers.

II. Overview for Independent Contractors Working with Students

1. Independent Contractor means a person, group, agency, or organization that meets the following two conditions:
 - a. Is not an employee of Twin Falls School District #411 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
 - b. Is paid or reimbursed for services provided to the student through the established billing policy
Examples of Private Services Providers may include Nurses, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Service Coordinators, Behavioral Therapists, Developmental Disability Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psychosocial Rehabilitation Specialists, and Education Consultants.
2. Independent Contractor will do the following in Twin Falls School District #411:
 - a. Submit behavior notes, data, reports, or observations (when requested) to a school's IEP team for consideration related to the referral or an evaluation being conducted.
 - b. Be invited to an IEP team meeting by the director
 - i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.

- ii. All educational decisions regarding educational services, methodology, materials, and personnel are the responsibility of the school district.
- c. Provide services in the schools to students under the terms of a contract with the school district. (See Independent Contractors Agreement)
 - i. Contacts are established when the school district is paying for the services and describes the services, the role and responsibilities of the Independent Contractor with the evaluation team or school administration, and the frequency and duration of services; includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment; and states the provisions for changes or termination of the contract. (Example: District contracts for physical therapy services)
 - ii. Contracted services to a student with a disability shall be included on the students IEP plan.
- d. Provide services to students on school grounds under the terms of Summary of Services with the school district. (See Summary of Services Form)
- e.
 - i. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurance, and the provisions for space, time, equipment, and materials provided by the school district. *The school district may terminate the Summary of Services at any time.*
 - n. Services provided under a Summary of Services to a student with a disability shall be included on the student's IEP plan.
- 3. The district has no obligation to enter into a contract with an independent contractor or to allow an independent contractor access to school district property, space, materials, or equipment.
- 4. School district records are only accessible to Independent Contractor under contract with the school district and with written consent from the student's parent or guardian, or the adult student (18 years old or older).

Twin Falls School District # 411

Support Services

**INDEPENDENT CONTRACTOR CONTRACTUAL
AGREEMENT**

This Contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as "District") and Positive Connections, LLC (hereinafter referred to as "Contractor").

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' individualized education program (IEP) plan; and

Whereas, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this Contractual Agreement will commence on the 22 day of ~~August~~ August, 2018, and remain in effect until the 22 day of August, 2019. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement will be renewed annually.

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, Contractor 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.

SERVICES TO BE RENDER:

Provider shall render the professional services enumerated on Summary of Services, attached hereto and made a part of this Contractual Agreement as if set forth fully herein.

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Contractor's office.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:

Contractor acknowledges its obligation to comply with Idaho Code Section 16-160I, *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. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery.

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 Contractor is invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

• **SUMMARY OF SERVICES:**

Contractor will comply with the district/school operational procedures and will fulfill the following services and responsibilities:

- Hire quality and certified CBRS and Behavioral Intervention (BI) workers to provide behavioral services requested by school district director. Assure that CBRS staff has the required training needed to keep and maintain licensure/certification.
- Provide CBRS staff for the district's elementary Day Treatment program (CBRS)
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contract will provide the district will assurance that all licensure and certification of CBRS staff is current.
- Must wear a picture identification and /or obtain a visitor's identification badge from the school at the time of the each visit.
- Must wear appropriate clothing for a school setting.
- Adhere to set schedule – arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- Do not violate the right of privacy of any student by using any information randomly obtained by observing other students as service reference to make contact with parents to sell or contract them to services from your agency.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- The special education teacher and/or general education teacher is the instructional leader in the classroom. At no time should a service provider assume that their judgment for instructional implementation or supervision of an individual/class can supersede the teacher or school staff member.
- Notify the Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services Director in writing of any incidents that involve Twin Falls students immediately
- Be corporate when resolving conflicts with school/district staff.
- Provide CBRS staff for all elementary schools in the Twin Falls School District and provide BI services for elementary school in the Twin Falls School District
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with : schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education
- Provide necessary training of CBRS/BI staff to assure continued licensure/certification
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation of that supervision to Twin Falls School District monthly or as requested.
- Contractor CBRS/BI staff will attend IEP meetings when invited by the district
- Contractor will provide psychological diagnostic evaluation as requested by the district.

School/District responsibilities include:

- Respect the rights of contractor.
- Provided information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, Contractor's needs to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be corporate when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of TFSD students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP plan.
- The district will reimburse the agency a flat fee for completing paperwork.

The above items are not to be construed as all inclusive. Any concerns will be addressed according to the Dispute Resolution item in the Contractual Agreement.

GOVERNANCE:

This Contractual Agreement shall be governed by the laws of the State of Idaho. Contractor shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Contractual Agreement.

ATTORNEY FEES:

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Contractual Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Contractual Agreement.

DISPUTE RESOLUTION:

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first contact Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.
3. These concerns will be resolved in the dialogue with school administrator (special education director) and the contractor's administrator

COMPENSATION/BILLING:

Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district.

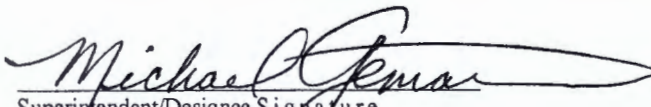
Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the District Office by the 1st of each month. Each monthly statement must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of hours spent in providing professional services; and d) cost of services provided.

The district agrees to pay the Contractor at a rate of \$32.00 per hour for individual services and \$8.00 per hour for group services for the duration of the contract. The district will pay the contractor \$200 a month to complete paperwork. The District agrees to pay the contractor \$101 for each diagnostic assessment completed.

COMPLETE STATE OF TERMS:

This Contractual Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Contractual Agreement may not be released, discharged, or modified except by an amendment in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 20 day of August, 2018


Superintendent/Designee Signature
Twin Falls School District #411


Positive Connections, LLC

Service Provider Agreement

THIS AGREEMENT, entered into on this 25th day of July 2018 between Kristi Kulik, *ASL Interpreter*, (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2018-2019; 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 25th of July 2018 and remain in effect until the 23rd day of May, 2019.

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 16-1501, *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 *ASL Interpreters*. Provider will supply support services with a current copy of said license each year.

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. AMENDMENTaERMINATION

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 services via an evaluation team process. Provider will provide ASL Interpreting services. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. 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 in advance if the ASL Interpreter is required to attend.

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$ 35.00 per hour based on 7 Hours per day for the duration of the contract payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

Date

7.27.18

Kristi Kulik



Date

7-27-18

Michael Gemar

Director Support Services

Twin Falls School District

301 Main Ave W

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) - gemarmi@tfstd.org

Service Provider Agreement

THIS AGREEMENT, entered into on this 27 day of July, 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 2018-2019;

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 27 of July, 2018 and remain in effect until the 27 day of July, 2019.

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.

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.

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$ 65.00 per hour, payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

7-27-18

Date

Nichole Stevens MOT, OTR/L

Nichole Stevens, OTR/L

7-27-18

Date

Michael Gervar

Michael Gervar
Support Services Director
Twin Falls District
301 Main Ave E
Twin Falls, ID 83301

Service Provider Agreement

THIS AGREEMENT, entered into on this 25th day of July 2018 between Lauren Jones, ***ASL Interpreter***, (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2018-2019; 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 25th of July 2018 and remain in effect until the 23rd day of May, 2019.

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 ***ASL Interpreters***. Provider will supply support services with a current copy of said license each year.

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 AND 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 services via an evaluation team process. Provider will provide ASL Interpreting services. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. 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 in advance if the ASL Interpreter is required to attend.

ARTICLE 11. COMPENSATION FOR SERVICES

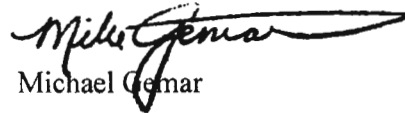
Provider shall be compensated in the amount of \$ 33.00 per hour based on 7 Hours per day for the duration of the contract payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

Date 7/31/18

Lauren Jones



Date 7-31-18



Michael Gernar

Director Support Services

Twin Falls School District

301 Main Ave W

Twin Falls, ID 83301



CLIENT ASSIGNMENT CONFIRMATION



This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, **Twin Falls School District**

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

ASSIGNMENT DETAILS

Consultant: Julie Thacker Position: OT
 Assignment Start Date: 08/20/18 Assignment End Date: 05/23/19
 Bill Rate per Hour: \$ 78 Minimum Hours: approx. 40 hours per week
 Miscellaneous: Full Time 18/19

PLACEMENT CRITERIA

Licensing: Consultant **is** **is not** authorized to begin providing services while professional license is in process.
 Teaching Certification: Teaching certification **is** **is not** required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address

WORK SITE LOCATIONS

District Schools to which Consultant will be assigned: *Client to complete. If not applicable, respond with N/A.*

School 1: _____
 Location: _____
 School 2: _____
 Location: _____

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

DocuSigned by:

 Client Signature
 Mike Gemar
 Client Printed Name
 Director Support Services
 Client Title

7/16/2018

DocuSigned by:

 Soliant Health, Inc. Signature
 Blake Christy
 Soliant Health, Inc. Printed Name
 Operations
 Soliant Health, Inc. Title

7/16/2018

***Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.**



CLIENT ASSIGNMENT CONFIRMATION



This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, **Twin Falls School District**

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

ASSIGNMENT DETAILS

Consultant: Cathie Standley Position: SLP
 Assignment Start Date: 08/17/2018 (tentative) Assignment End Date: 05/23/2019
 Bill Rate per Hour: \$ 69 per hour Minimum Hours: 32 per week
 Miscellaneous: N/A

PLACEMENT CRITERIA

Licensing: Consultant **is** **is not** authorized to begin providing services while professional license is in process.
 Teaching Certification: Teaching certification **is** **is not** required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address

WORK SITE LOCATIONS

District Schools to which Consultant will be assigned: *Client to complete. If not applicable, respond with N/A.*

School 1: _____
 Location: _____
 School 2: _____
 Location: _____

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

DocuSigned by:

 Client Signature
 Mike Gemar
 Client Printed Name
 Director Support Services
 Client Title

6/13/2018

DocuSigned by:

 Soliant Health, Inc. Signature
 Blake Christy
 Soliant Health, Inc. Printed Name
 Operations
 Soliant Health, Inc. Title

6/12/2018

***Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.**



CLIENT ASSIGNMENT CONFIRMATION



This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, **Twin Falls School District**

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

ASSIGNMENT DETAILS

Consultant: Hollie Hieb Position: SLP
 Assignment Start Date: 08/15/2018 Assignment End Date: 05/23/2019
 Bill Rate per Hour: \$ 69.00 Minimum Hours: approx 40 hours per week
 Miscellaneous: N/A

PLACEMENT CRITERIA

Licensing: Consultant **is** **is not** authorized to begin providing services while professional license is in process.
 Teaching Certification: Teaching certification **is** **is not** required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address

WORK SITE LOCATIONS

District Schools to which Consultant will be assigned: *Client to complete. If not applicable, respond with N/A.*

School 1: _____
 Location: _____
 School 2: _____
 Location: _____

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

DocuSigned by:
Kandra Danos Michael Gernar 6/12/2018
 Client Signature
Kandra Danos Michael Gernar
 Client Printed Name
 Admin. Assistant
 Client Title

DocuSigned by:
Blake Christy 6/12/2018
 Soliant Health, Inc. Signature
Blake Christy
 Soliant Health, Inc. Printed Name
 Operations
 Soliant Health, Inc. Title

***Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.**