

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

### EXECUTIVE SUMMARY

#### Submitted for Board Information

Dates of Service	Vendor	Amount
10/18 - 10/20	Paradigm of Idaho--Owner's Representative	\$2,500/mo. approx. plus exp.
18/19 yr.	Primary Therapy Source	\$9,000
18/19 yr.	Hummel Architects	\$30,795.00
18/19 yr.	ACT, Inc. (MOU)	
18/19 yr.	Jannus, Inc. (Idaho Office for Refugees) Refugee School Impact Grant	
18/19 yr.	Safe & Civil Schools (Prof. Development)	\$7,000
18/19 yr.	Instructional Coaching Group (Prof. Development)	\$18,100

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."*

**Services Agreement  
For  
Owner & Professional Owner's Representative**

**Owner:**

Twin Falls School District 411  
201 Main Avenue  
Twin Falls, ID 83301

**Owner's Construction Representative:**

Paradigm of Idaho, Inc.  
1101 W. River Street Ste. 310  
Boise, Idaho 83702

**Project:**

Twin Falls Schools District 411

**Agreement Date:**

October 1, 2018

**Type of Agreement:**

Professional Owner's Representative

This Agreement dated as of October 1, 2018 between Twin Falls School District 411, having its District Office at 201 Main Avenue, Twin Falls, Idaho referred to in the Agreement as **Owner** and, **Paradigm of Idaho, Inc.** with offices at 1101 W. River Street, Ste 310 Boise Idaho 83702, referred to in this agreement as the "**Professional Owner's Representative**".

**1. Definitions:**

- a. **Owner.** as herein referred to, for the purpose of giving authorizations, instructions, payments and/or Approvals pursuant to this Agreement.
- b. **Professional Owner's Representative.** means the entity identified in the preamble of this Agreement as Paradigm of Idaho, Inc. an Independent Contractor, which has agreed to be retained by **Owner** on the terms and conditions of this Agreement and to perform the services set forth herein.
- c. **Sub-Consultant.** means the firm(s) recommended by the **Professional Owner's Representative** and retained by **Owner** to perform professional services related to the Design, Construction & Improvement of the project.
- d. **Project.** means the Design, Construction and/or Improvement and Renovation, of the facility or facilities specified on page 1 of this Agreement.

- e. **Services.** means collectively, the work/duties and responsibilities that the **Professional Owner's Representative** shall provide under this Agreement. The required Services are described in **Professional Owner's Representative Services (see Schedule "A")**
- f. **Construction Documents and Plans.** consists of all the documents for the design, construction and improvement of the Project including, without limitation, the general and special conditions, technical specifications, plans, drawings, addenda, bulletins and modifications thereto.
- g. **Construction Budget.** means the total funds budgeted by **Owner** for the construction of the tenant improvements, including: Architectural, Engineering, Sub-Consultant, Sub-Contractor and **Professional Owner's Representative** costs and expenses.

2. **Engagement and Standards for Performing Services:**

- a. **Engagement.** **Owner** hereby engages the Professional Owner's Representative and the Professional Owner's Representative hereby accepts such engagement, to provide the services described in the **Professional Owner's Representative Services (see Schedule "A")**
- b. **Nondiscrimination.** The Professional Owner's Representative agrees that in performing this Agreement the Professional Owner's Representative will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age or disability, or otherwise commit an unfair labor practice.
- c. **Records.** The Professional Owner's Representative shall maintain accurate and complete records of costs and time incurred by the Professional Owner's Representative and by Consultants working under the supervision of the Professional Owner's Representative in connection with the Project and Services. Such records shall be maintained in accordance with recognized commercial construction accounting practices. **Owner** may examine such records upon reasonable notice during normal business hours.
- d. **Time of Essence.** Professional Owner's Representative acknowledges and agrees that time is of the essence in the performance of this agreement and that timely completion of the Services is vital to the completion of the project by **Owner**. Professional Owner's Representative agrees to use its best efforts to expedite performance of Services and performance of all other obligations of the Professional Owner's Representative under this Agreement.
- e. **Compliance with Laws.** In performing its engagement under this agreement, Professional Owner's Representative shall comply with all applicable federal, state and local laws.

- f. **Progress Meetings.** Meetings to discuss the progress of the Project and/or review the performance of the Professional Owner's Representative may be scheduled upon **Owners** request, at mutually agreeable times and locations, and the Professional Owner's Representative agrees to attend meetings, present materials at these meetings and/or the subject matter via teleconferences with appropriate Project personnel.
- g. **Defects in Project.** The Professional Owner's Representative shall notify **Owner** immediately regarding any significant problems in connection with the Project including, but not limited to Design, Construction defects, cost issues or schedule delays.
- h. **Performance Standard.** Professional Owner's Representative represents and agrees that the Services performed under this Agreement will be executed in accordance with professional skill set, and standards and diligence in the office and field.

### 3. Term:

- a. **Duration.** The term of this Agreement shall begin on the commencement date of services and the term shall expire in October 1, 2020 which is when work on all projects shall be complete.
- b. **Termination or Suspension Owner.** Owner shall have the right, at any time to terminate this Agreement, with or without cause, by written notice given to the Professional Owner's Representative at least sixty (60) days prior to the effective date of termination. Owner shall pay the Professional Owner's Representative for all works performed and costs incurred up to the effective date of termination.
- c. **Termination by the Professional Owner's Representative.** If the project, in whole or substantial part is stopped for a period longer than thirty (30) days under an order of any court or other authority having jurisdiction of the Project, or as a result of a national emergency, or if Owner fails to make any payment or perform any other obligation hereunder, the Professional Owner's Representative shall have the right to terminate this agreement, by written notice given to Owner at least thirty (30) days prior the effective date of termination, and shall have the right to recover from Owner all compensation due to the Professional Owner's Representative for periods up to the effective date of termination.
- d. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to a force majeure event. If a force majeure event occurs, the party delayed or unable to perform shall give prompt notice to the other party, and Owner may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Professional Owner's Representative under this Agreement for the duration of the force majeure event.

4. **Compensation of Owner's Construction Representative:**

- a. **Owner shall compensate.** the Professional Owner's Representative with a fee for the Owner's Representative Services for this project, which fee shall be based on the Project complexity, the amount of coordination and oversight and off hour involvement the project requires. See **Owner's Representative Compensation – Fee for Services** (see Schedule "B").
- b. **Payments.** Professional Owner's Representative shall submit approved progress payment requests from Professional Owner's Representative with detailed back-up to Owner for review, questions and payment – **Owner's Construction Representative Project Payment Schedule** (see Schedule "D")

5. **Rights and Obligations of Owner.** In connection with the administration of the Project by Owner and the performance of this Agreement by the Owner's Construction Representative, Owner shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. **Information.** Owner shall provide Professional Owner's Representative all the reasonably requested information concerning Owner and the Project.
- b. **Review of Documents.** Owner agrees to make a reasonable effort to examine documents submitted by the Professional Owner's Representative and render decisions pertaining thereto with reasonable promptness to keep pace with project schedule and milestones.
- c. **Legal, Auditing and other Services.** Owner shall arrange and pay for such legal, auditing, insurance counseling and other services as Owner in its sole discretion, may determine to be required for the project.
- d. **Designated Representatives.** Owner shall designate, at its sole discretion, one or more representatives authorized to act in its behalf. Owner shall inform Professional Owner's Representative of the name(s) of all personnel designated to the Project.
- e. **Indemnities.** Owner shall require, by appropriate provision in each contract let after the date of this Agreement with respect to the Project that the contractor and/or consultant thereunder shall indemnify, save and hold harmless Owner and the Professional Owner's Representative and their respective board members, officers, agents and employees, from all claims, demands, actions and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise from the work performed pursuant to such contract, and that the contractor or consultant thereunder shall purchase and maintain during the life of such contract such insurance as Owner may require.
- f. **Ownership of Documents.** All documents, data, studies and reports prepared by the Professional Owner's Representative or any party engaged by the

Professional Owner's Representative pertaining to the Project and/or the Services shall be the property of Owner. The Professional Owner's Representative shall have the right to keep and to maintain relevant documents, which pertain to the Project.

- g. **Audits.** Owner shall have the right to audit the books of the Professional Owner's Representative and its sub consultants on all subjects to the Project and/or the Services.

- 6. **Insurance to be Maintained by the Owner's Construction Representative.** The Professional Owner's Representative shall purchase and maintain at all times during the performance of the Services hereunder, for the benefit of Owner and the Owner's Construction Representative, insurance coverage which will adequately insure Owner, and the Professional Owner's Representative against claims and liabilities which could arise out of the performance of such Services. **Professional Owner's Representative Insurance Requirements – (see Schedule "C")**

7. **Disputes:**

- a. **Arbitration Clause.** The parties agree that any dispute arising between them related to this Agreement or the performance hereof including but not limited to claims of discrimination arising under state and federal law shall be submitted for resolution to informal arbitration before a single arbitrator, in Boise, Idaho. The Arbitrator shall have the authority to award to the prevailing party its reasonable costs and attorney's fees. Any award of the Arbitrator may be entered as a judgment in any court competent jurisdiction.
  - b. **Performance of Services.** The Professional Owner's Representative will not withhold performance of any services and Owner shall not withhold performance or payment required by the Project under this Agreement during the dispute resolution period.
- 8. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Professional Owner's Representative under this Agreement are confidential, and the Professional Owner's Representative agrees that such reports, information or data shall not be made available to any party without the prior written approval of Owner. In addition, Professional Owner's Representative shall not, without the prior written consent of Owner, prepare or distribute any new releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.
  - 9. **Assignment.** Neither this Agreement nor any right or obligation hereunder may be assigned by the Owner's Construction Representative, in whole or part, without the prior written approval of Owner.
  - 10. **Paragraph Headings.** The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter covered.
12. **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the parties.
13. **Choice of Law.** This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho and each party specifically agrees to the application of such laws to such party and his rights, duties, obligations and agreements, hereunder or arising out of the subject matter hereof.
14. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by both Owner and Professional Owner's Representative.
15. **Attorney's Fees.** If any action or proceeding is instituted to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorneys' fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.
16. **Notices.** All notices and demands required or permitted under this Agreement shall be in writing, containing the information required by this Agreement to be communicated to any person, personally delivered to such person or sent by certified mail, postage prepaid, or by reputable overnight air courier service (such as, Federal Express or United Parcel Service) to such person at the last known address of such person. The earlier of the date of personal delivery or the two business days following the date of mailing or the date of delivery to the air courier thereof, as the case may be, shall be deemed the date of receipt of notice.

**Owner: Twin Falls School District 411**

By Brady D. Dickerson Date: 11/13/18  
Signature Brady D. Dickerson  
Title Superintendent

**Professional Owner's Representative: Paradigm of Idaho, Inc.**

By KEN FISHER Date: 11/1/18  
Signature Ken Fisher  
Title PRESIDENT

**Schedule "A"**  
**Professional Owner's Representative Services**

## **Professional Owner's Representative Services**

The Professional Owner's Representative is expected to act on the Owner's behalf in overseeing the projects through completion and into occupancy.

**Overview:**

As the Professional Owners Representative, Paradigm shall provide the Twin Falls School District with a professional service package to manage all the projects. Paradigm shall identify and document in detail the plan, for each School with standard consistency. With this approach we can be working on several fronts to possibly gain economies of scale, have a set standard process and procedures to manage the all aspects of the program and accountability start to finish.

Paradigm utilizes proven project and process knowledge to facilitate the opportunity for the Project Team to function at a high level and ultimately deliver a successful, on time at budget project for the Owner by focusing on the following key metrics:

1. Provide Leadership, Team Building and Dispute Resolution
2. Participation in the qualifying, negotiations and selection of the A&E, GC, Testing Agency and (if needed) Commissioning Agent
3. Actively involved in the development of defining the Overall Management Plan, Cost Control Processes and Value Management.
4. Participation in the day-to-day Project Planning, Schedule, Design, Construction, Commissioning, Project Close Out, and Move-In Activities
5. Continual reporting of the project Scope, Schedule, Budget, Issues, Concerns, and Accomplishments

**Detail:**

1. Develop and manage the Project Responsibility Matrix, which represents how each Project Team Member (Owner, A&E and GC/CM) will function, and their level of approval and authority on the project.
2. Manage the development and document the Project Objective, Scope, Schedule, Preliminary Estimates and Budget for the overall project.
3. Manage the negotiations and development of project contracts, communication tools and audit activities of the project with the following tools:

- a. Project discovery meetings with the Owner and Project Teams
  - b. General Conditions
  - c. Schedule of Values
  - d. Labor rates (T&M activities) if not hard bid
  - e. OH&P Rates
  - f. Reimbursable Expenses
  - g. Documentation Software, Requests for Information, Change Order Process and Project Controls
  - h. Project Team Meeting (Weekly)
  - i. Progress Reporting to the Owner
  - j. Progress Pay Reports audits, negotiations and approval
4. Submit to the Owner & Project Team suggestions or changes, which improve facility operations and/or function or reduce project costs and implement those changes approved to the Project Team.
  5. Assist with City or State Agencies communications for obtaining building permits, and other governmental approvals, authorizations and sign-off's necessary for the design, construction and occupancy.
  6. Represent the Owner's interests and communicate recommendations and changes directly related to the project activities and/or scope of work to the Project Team Members.
  7. Develop and maintain project-related files, review and approve meeting minutes, transactions, contracts, concerns, and correspondence activities.
  8. Provide weekly and monthly reporting on the scope, schedule and budget, including pictures to the Owner on project activity progress and the interaction between the Project Team Members, including design professionals, consultants, contractors, and suppliers.
  9. Monitor design and construction activities on a regular basis to ensure compliance with approved plans, specifications of record and required general and special conditions.

10. Assist with the review of submittals, value management recommendations, and correspondence from design professionals, consultants, subcontractors, suppliers and the same as directed by the Owner.
11. Develop an agreed upon Progress Payment Request format, the payment frequency and the metrics to check the accuracy of dollar amount requested. Once approved at the Owners Representative and Architect's level, submit the package to the Owner with back up for review & approval. This process is to ensure the payment requested is an accurate account of Project Team labor, drawings, specifications and materials installed and stored.
12. Manage the dispute resolution of conflicts between the Team Members during the overall project.
13. Assist in the analysis, selection, and the quality of the installation of fixtures, furnishings and equipment.
14. Manage the coordination process of the project closeout documentation including punch lists, as-builds, pictures, and warranties, and systems operation training.
15. Assist the Owner and tenants with Move-In Activities.

**Schedule "B"**

**Professional Owner's Representative Compensation – Fee for Services**

**Professional Owner's Representative Compensation – Fee for Services**

The Professional Owner's Representative Fee of **\$2,500 per month** is a negotiated Fee for a **6 (six) month** period and calculated on the project complexity and services provided, management, coordination and oversight the project requires for the planning, design, construction, and commissioning for the Twin Falls School District 411 Projects:

**Reimbursables:**

1. Mileage (IRS Rate) or Rental Car (as necessary for Meetings in Twin Falls)

**Schedule "C"**

**Professional Owner's Representative Insurance Requirements**

**Professional Owner's Representative Insurance Requirements**

**Commercial Liability Insurance**

**General Liability**

<input type="checkbox"/> General Aggregate	\$2,000,000.
<input type="checkbox"/> Products TS-Comp/ops	\$2,000,000.
<input type="checkbox"/> Personal and Advertising Injury	\$1,000,000.
<input type="checkbox"/> Each Occurrence	\$1,000,000.
<input type="checkbox"/> Fire Damage	\$ 100,000
<input type="checkbox"/> Medical Expenses	\$ 5,000

**Automobile Liability (owned or non-owned)**

<input type="checkbox"/> Each Accident	\$1,000,000.
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**Schedule "D"**

**Professional Owner's Representative Project Payment Schedule**

**Professional Owner's Representative Project Payment Schedule**

The agreed upon payment schedule for this project between Owner and the Professional Owner's Representative shall be as follows:

Professional Owner's Representative shall prepare their monthly progress payment requests utilizing the predetermined documents and processes and submit their payment requests to Owner on or before the 1<sup>st</sup> of each month and payment shall be made by the Owner within 15 days.

END

**TWIN FALLS SCHOOL DISTRICT**  
**Service Provider Agreement**  
**For Twin Falls High School Sports Medicine Services**

**School Contact Person:** Ted Reynolds, Athletic Director  
Allyn Reynolds, ATC/Head Football Coach

**Service Provider:** Primary Therapy Source, LLC  
Tax ID # 20-8413998  
254 River Vista Place  
Twin Falls, ID 83301  
Phone: 208-734-7333; Fax 208-734-8350  
Email: [primarytherapy@primarytherapy.com](mailto:primarytherapy@primarytherapy.com)

**Physical Therapists:** Teresa Prine, MSPT, PCS; Jackie Dux-Price, DPT;  
Libby Bigelow, DPT; Levi Crane, DPT

**Proof of Liability Insurance:** Healthcare Providers Service Organization  
Group Policy # 0265758932

**Workers Compensation Ins:** Employers Insurance  
Policy # EIG 121184605

THIS AGREEMENT, entered into this date, June 5, 2018, by and between Primary Therapy Source, LLC, hereinafter referred to as the "Service Provider" and Twin Falls School District.

The Service Provider desires to provide and TWIN FALLS SCHOOL DISTRICT desires to contract for sports medicine/athletic training services for Twin Falls High School student athletes during the Fall football and soccer seasons.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **TERM:** This Agreement shall commence on August 3, 2018 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **SERVICE PROVIDER RESPONSIBILITIES:** Provide sports medicine services including athletic training and/or physical therapy to student athletes in the Twin Falls School District as a result of injuries incurred during school-sponsored practices and sporting events including football, volleyball, cross-country or soccer during the contract term stated below. A general expectation of time at the school is from 3:15 – 6:30 pm Monday through Thursday and games on Thursdays and Fridays throughout the fall season as well as coverage at football practices twice daily in August for 2 hours each practice. Season

duration expectation is from August 3rd through October 26, 2018 plus playoffs with extension for state tournaments in November 2018.

3. **DISTRICT RESPONSIBILITIES:** The Twin Falls High School will provide adequate supplies, equipment and space necessary for the Service Provider to perform the sports medicine services required for the student athletes. The District will also provide verification of parent consent for the services to be provided to the student athletes.
4. **PAYMENT FOR SERVICES:** The Service Provider will be compensated for the services provided at a total of \$9000.00 for the period of August 4<sup>th</sup> through November 9, 2018 as well as display of a Primary Therapy Source banner in the stadium and in the gymnasiums throughout the 2018-2019 school year. Payments may be made to Primary Therapy Source over 3 month period or as a lump sum payment.
5. **RELATIONSHIP OF THE PARTIES:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under the contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.

**For the District:**

**Service Provider:**

Dan Vogt  
Dan Vogt

Jan Yingst, MPT, PCS  
Jan Yingst, MPT, PCS  
Primary Therapy Source, LLC

Primary Therapy Source, LLC  
Title or Position

6/22/2018  
Date

Managing Member 6/5/2018

Managing Member  
Title or Position

6/5/2018  
Date



# AIA® Document B221™ – 2014

## **Service Order** for use with Master Agreement Between Owner and Architect

**SERVICE ORDER** number One made as of the Ninth day of November in the year Two Thousand and Eighteen  
(In words, indicate day, month and year.)

**THE OWNER:**

(Name, legal status and address)

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

**THE ARCHITECT:**

(Name, legal status and address)

Hummel Architects, PLLC  
2785 North Bogus Basin Road  
Boise, Idaho 83702

for the following **PROJECT:**

(Name, location and detailed description)

Capital Improvement Master Planning

**THE SERVICE AGREEMENT**

This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-Ninth day of August in the year Two Thousand and Eighteen  
(In words, indicate day, month and year.)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

**ADDITIONS AND DELETIONS:**

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect

## TABLE OF ARTICLES

### 1 INITIAL INFORMATION

### 2 INSURANCE

### 3 ARCHITECT'S SERVICES

### 4 OWNER'S RESPONSIBILITIES

### 5 COMPENSATION

### 6 ATTACHMENTS AND EXHIBITS

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

*(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)*

10 year capital improvement plan - district wide. To address but not limited to:

- Security at school entries
- Mechanical system upgrade and/or replacement
- Roof replacement
- Furniture upgrade and/or replacement

§ 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of planning date:

January 31, 2018

.2 Substantial Completion date:

January 31, 2018

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:  
*(List name, address and other information.)*

N/A

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:  
*(List name, address and other information.)*

Cator Ruma & Associates  
Mechanical and Electrical  
420 South Orchard Street  
Boise, Idaho 83705

Init.

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User Notes:

(3B9ADA4D)

KPFF  
Structural  
412 East Park Center Boulevard, Suite 200  
Boise, Idaho 83706

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 INSURANCE

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as follows:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)*

N/A

## ARTICLE 3 ARCHITECT'S SERVICES

§ 3.1 The Architect's Services under this Service Order are described below.

### § 3.1.1 Basic Services

*(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

Master Planning  
-Project prioritization  
-Existing system analysis and recommendations  
-Site visits  
-Final document and presentation

### § 3.1.2 Additional Services

*(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

N/A

## ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall have those responsibilities set forth in the Master Agreement and as follows:

*(Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)*

## ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)*

\$30,795.00

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

Init.

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

**§ 5.3** For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

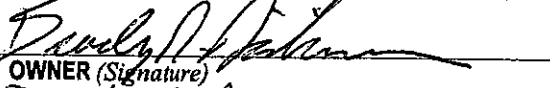
\$500.00

#### ARTICLE 6 ATTACHMENTS AND EXHIBITS

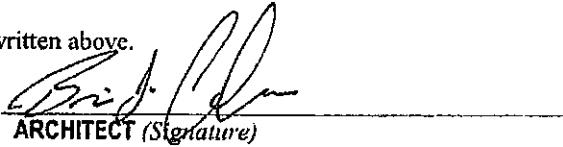
The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, and any exhibits relied on in Article 3.)

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

  
OWNER (Signature)

Brady D. Dickerson  
(Printed name and title)

  
ARCHITECT (Signature)

Brian Coleman Project Manager  
(Printed name and title)

init.

~~RESEARCH STUDY~~  
**MEMORANDUM OF UNDERSTANDING**

This is a Memorandum of Understanding (MOU) by and between ACT, Inc., with offices located at 500 ACT Drive, Iowa City, IA 52243 ("ACT") and Canyon Ridge High School at 300 N College Rd West, Twin Falls, Idaho, 83301 ("School"). This MOU sets forth the expectations of ACT and School for the ACT® Tessera™ Study (the "Study").

- A. Summary and Purpose of the Study: ACT® Tessera™ is a comprehensive next-generation assessment system designed to measure social and emotional skills. The new system will provide assessments for middle and high school students (grades 6-12). The following describes the Study specifications:
1. Goal of Study: The purpose of the ACT Tessera Study is to validate the Tessera Assessment System by administering Tessera to students at a number of schools across the U.S. and correlating their Tessera data with school-provided outcomes.
  2. Summary of Research Study: The ACT Tessera Assessment System will be administered online by schools throughout the United States to students. Upon completion of scoring of the assessment, ACT will provide the schools with a roster report and an institutional-level report describing the school's students as a whole. Schools will provide ACT with data corresponding with the students via the Student ID Number including, but not limited to, high school GPA, age, gender, and race. ACT will not receive student names.
  3. Number of Study Participants: ACT is seeking participation in the Study from approximately 5,000 middle school students and 5,000 high school students of all backgrounds across the country from public and private schools.
- B. FERPA Compliance and Use of Personal Information: At ACT we recognize the importance of protecting the privacy of personally identifying information and believe that use and sharing of it is important to our mission of "Helping people achieve education and workplace success." ACT understands that Schools may be subject to Federal Education Records Privacy Act ("FERPA") 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, which generally requires written student or parental consent for disclosure of educational record or personally identifiable information to third parties unless the disclosure falls under one of several specified exceptions described in 34 CFR 99.31. Written consent is not required for disclosure to an organization conducting studies for, or on behalf of, educational agencies or institutions: (A) develop, validate, or administer predictive tests; (B) Administer student aid programs; or (C) improve instruction. 34 CFR 99.31(a)(6)(i). As part of this Research Study, ACT will be validating and administering predictive tests for or on behalf of, educational agencies or institutions which qualifies under FERPA exception 34 C.F.R. 99.31(a)(6)(i). ACT will comply with all applicable state and federal laws. ACT's use of Education Records for the Study is detailed herein:
1. Education Records to be Provided by School: Schools will provide data elements for each student administered the Tessera assessment, so that ACT can correlate such data with Tessera results. At minimum, ACT will ask School to provide the following data points for each student participating in the Study: GPA, Attendance, Discipline Rates. ACT will connect school data to Tessera data via a Student ID Number. Researchers will not be provided with student names.
  2. How ACT will use or restrict access to the Education Records: ACT will limit access within its organization to only individuals who require access for purposes of the Study. ACT shall only access, collect, store, process, or use the education records and data, as necessary for the legitimate educational interest in the education records, and as set forth in ACT's Privacy Policy or as otherwise permitted by FERPA.
- C. Duration and Location of the Study:
1. Location for Participation: School will provide a link to the online Tessera assessment at its location. ACT will provide administration manuals and guidance for the online assessment system.
  2. Time Commitment and Duration for Participation: Students will need to set aside approximately 30 minutes to take the Assessment. Schools must complete all testing by May 1<sup>st</sup>, 2019.
- D. What will happen during the Study:
1. ACT Tasks: ACT will provide School with materials that will include instructions for assessment administration, technical specifications or other testing materials and instructions. ("Study Materials") Upon completion of all administered assessments, ACT will provide School with reports of the assessment results.

2. School Tasks: Canyon Ridge High School will administer the assessments to students in the School as specified in the instructions. School will provide ACT with a data files containing, but not limited to, the data elements identified in section A2. The file must be submitted to ACT by May 15<sup>th</sup>, 2019.
- E. School Reports: ACT will provide School with school-level reports describing the students as a whole and how they compare to other Tessera-tested students. Reports are contingent upon delivery of a matched data file to ACT by May 15<sup>th</sup>, 2019. School understands that School will receive only those reports listed as part of its participation in the Study, and School waives any right to inspect and/or approve the final Research Study results or publication of results.
- F. Intellectual Property: School acknowledges that the Study, Instructions, results of the Study, and any other Study-related materials or information provided to School by ACT are confidential and/or proprietary information of ACT. School agrees that it shall not use such materials or information for any purpose other than for Study related purposes as outlined by this MOU. School shall not provide any such materials or information to any third party.
- G. Right to Use Results of Participation in the Research: School transfers to ACT all rights to the feedback, comments, or other work product School may provide during participation in the Research Study. ACT will obtain School's written consent before publicly disclosing the School's participation in the Study, or before using any School feedback or comments for marketing or publicity purposes. School may withdraw or terminate participation in the Study at any time. However, ACT will own all right, title and interest to any work that has been created or submitted at the time of School withdrawal from the Study.
- H. Confidentiality: School acknowledges and agrees that School will not share any Confidential Information ACT may disclose during the Study without prior written consent by ACT. "Confidential Information" means any of the following, whether in oral, written, or other tangible form, and whether or not marked or designated as confidential by ACT: All assessments, assessment administration materials, and other Study related materials. School acknowledges and agrees that Confidential Information shall not be revealed or disclosed, either orally, in writing, or in any other medium, by School to any third party at any time, except as: (i) may be authorized in writing by ACT or its authorized representative or (ii) when such disclosure is required by law, subject to School giving prior notice to ACT to allow it to seek protective or other court orders.

ACT, INC.

Twin Falls School District, Idaho

\_\_\_\_\_  
Signature

Jeremy Burrus

Name (Please Print)

Sr. Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

jeremy.burrus@act.org

\_\_\_\_\_  
Email Address and/or Phone Number

\_\_\_\_\_  
Signature

Brady D. Dickinson, Superintendent

Name (Please Print)

\_\_\_\_\_  
Title

Click here to enter a date.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address and/or Phone Number

Idaho Office for Refugees  
Jannus, Inc.

SUBAWARD COVER SHEET

SUBRECIPIENT: Twin Falls School District 411  
Dba: Twin Falls School District  
201 Main Avenue West  
Twin Falls Idaho 83301

SUBAWARD TITLE: **Refugee School Impact Grant**

SUBRECIPIENT DUNS: 10-0015353

SUBAWARD NUMBER: **IOR-1903**

SUBAWARD PERIOD OF PERFORMANCE:

Effective Date: October 1, 2018  
End Date: September 30, 2019

DESCRIPTION OF SERVICES: Educational services to recently arrived refugee children in elementary and secondary schools.

ANNUAL CONTRACT AMOUNT: **\$31,684**

CONTACT PERSON: Bill Brulotte  
(208) 733-6900

Signature Page

This Agreement between the Idaho Office for Refugees and the Twin Falls School District is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

TWIN FALLS SCHOOL DISTRICT 411

Signature\_\_\_\_\_

Title\_\_\_\_\_

JANNUS, INC.

Signature\_\_\_\_\_

Title\_\_\_\_\_

## AGREEMENT FOR THE PROVISION OF SERVICES TO REFUGEES

Jannus, Inc., an Idaho nonprofit corporation ("Jannus") and **Twin Falls School District 411** ("Subrecipient") enter into this Agreement to provide services to eligible refugee populations under the grants listed in Schedule A to this Agreement ("Grants"). Within Jannus, administrative staff of the Idaho Office for Refugees ("IOR") will execute this Agreement.

### 1. BACKGROUND AND QUALIFICATIONS

- 1.1 Jannus is the agency responsible for the provision of cash assistance and services to refugees in Idaho and for overall coordination of the statewide refugee program. As the state coordinating agency and recipient of Federal funds, Jannus is required to provide certain services under the Grants, and is authorized under the terms of the Grants to subgrant or subcontract portions of the work required in providing such services. Jannus is required, by the terms of the Grants and by regulations governing its role as state coordinating agency, to conform to certain information monitoring and reporting requirements in connection with the delivery of the services required under the Grants.
- 1.2 Subrecipient wishes to perform as a subrecipient pursuant to the terms and conditions set forth below. Subrecipient warrants that (1) it has met the qualifications required of subrecipients or subcontractors under the Grants; (2) it has obtained all corporate or other approvals required to enter into this Agreement; and (3) its performance of the obligations of this Agreement will not conflict with any of Subrecipient's existing contracts or obligations.

### 2. SERVICES TO BE PROVIDED

- 2.1 Subrecipient agrees to provide the services set forth on Schedule B to this Agreement to members of the target population as defined therein, to provide such services at times when a majority of eligible refugees in the service area are able to participate, as determined through Jannus' and Subrecipient's assessment of the needs of the target population, and to provide services in a manner that is satisfactory to Jannus and conforms to Jannus' standards for culturally and linguistically appropriate services. All services shall be provided within the geographic area set forth on Schedule B to this Agreement.
- 2.2 The determination whether services are satisfactory shall be made by Jannus according to:
  - 2.2.1 Subrecipient's adherence to the work schedule and timetable for project implementation set forth on Schedule B to this Agreement;
  - 2.2.2 Subrecipient's adherence to the terms of this Agreement;
  - 2.2.3 Other factors that Jannus, within its reasonable discretion, deems relevant.

### 3. COMPENSATION FOR SERVICES

3.1 Jannus will reimburse Subrecipient on a monthly basis for actual expenses incurred in the performance of its obligation under this Agreement ("Costs"). Reimbursement of Costs shall not exceed **\$31,684** during the term of this Agreement, unless this Agreement is amended as set forth in Section 17 of this Agreement. Payment for services will be based on satisfactory performance of the services set forth on Schedule B to this Agreement provided that:

3.1.1 Costs are allowable by the terms of this Agreement, including any Standard Terms and Conditions of Grant Awards; Cost Principles as well as all other requirements referenced on Schedule A and D to this Agreement; and

3.1.2 Costs are incurred in accordance with the Subrecipient's established policies and procedures

Indirect expenses, if applicable, will be reimbursed as Costs at the lesser of the rate shown in the budget attachment (Schedule C) and the Subrecipient's approved Federal indirect rate.

3.2 Subrecipient shall submit an invoice to Jannus within the time frame specified on Schedule C Budget and Billing Procedures. Jannus shall make payment within fifteen (15) days after receipt and approval of the monthly invoice. Invoices must show sufficient detail to indicate clearly the nature of all expenses in the format provided on Schedule C. A final invoice must be submitted within 60 calendar days after the termination of this Agreement and must be marked "Final." All invoices shall be submitted to:

Tara Wolfson, Director  
Idaho Office for Refugees  
Jannus  
1607 W. Jefferson Street  
Boise, Idaho 83702

or to such other address as Jannus may provide.

### 4. INFORMATION REPORTING

4.1 Subrecipient agrees to adhere to the information reporting requirements set forth on Schedule B, including but not limited to providing the following information to Jannus on an ongoing basis through the Statewide Refugee Information System:

4.1.1 Enrollment and employment services information; and

4.1.2 Information on individual participation in services.

4.2 Subrecipient agrees to provide progress reports to Jannus no later than fifteen (15) days after the close of each reporting period during the term of this Agreement. Progress reports shall include:

- 4.2.1 Measurements of progress toward achievement of project goals and objectives, and
  - 4.2.2 Other information required by the terms and conditions of Schedules A or B.
- 4.3 Subrecipient agrees to provide financial reports as follows:
  - 4.3.1 Annual audit report within 30 days of agency receipt.
- 4.4 Subrecipient agrees to maintain accurate and complete records of participant eligibility for assistance and services, types and amounts of assistance and services provided, cost of assistance and services, and outcomes of service delivery. Subrecipient shall make such records available to Jannus upon request.
- 4.5 Subrecipient agrees to maintain accurate and complete financial records that document the uses of all funds provided by Jannus pursuant to this Agreement and to make such records available to Jannus whenever requested.
- 4.6 Subrecipient agrees to maintain all fiscal and program records and to make such records available to Jannus for inspection and copying for a minimum of three years after the end of the grant period.
- 4.7 Subrecipient agrees to grant Jannus, the U.S. Office of Refugee Resettlement, the U.S. Comptroller General, and all of their duly authorized representatives access to any books, documents, papers and records of Subrecipient that are directly pertinent to the Grants and the services provided there under for the purpose of making audits, examinations, excerpts and transcriptions.

## 5. TECHNICAL ASSISTANCE

- 5.1 Jannus will assist Subrecipient in the performance of its duties under this Agreement by providing technical assistance, training and resource information. Such assistance may include the following:
  - 5.1.1 Publication and dissemination of policies, procedures and best practices;
  - 5.1.2 Quarterly meetings of Subrecipients, conducted for the purpose of discussing issues evolving in connection with the Grants and the services provided there under and to further the goals and objectives thereof;
  - 5.1.3 On-site visits by Jannus staff; and
  - 5.1.4 Such additional technical assistance as Jannus deems beneficial.
- 5.2 Subrecipient agrees to participate actively with Jannus in its technical assistance programs, and to make good faith efforts to implement recommendations and other guidance received from Jannus' materials and staff.

## 6. INSURANCE

Subrecipient shall maintain, at its own expense, commercial general liability and, if applicable, worker's compensation insurance and shall provide Jannus certificates of insurance upon request.

7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDITS

This Agreement is subject to the administrative requirements set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as well as the terms and conditions listed on Schedule D. Jannus will reimburse Subrecipient for direct and indirect costs provided that the applicable cost principles are followed. In the event that Subrecipient receives more than \$750,000 (directly or as a pass-through) from federal sources, a single audit must be performed in addition to an annual financial audit.

8. PRIOR APPROVAL AND NOTIFICATION REQUIREMENTS

8.1 The following Subrecipient actions require prior approval from Jannus:

8.1.1 Change in scope of project;

8.1.2 Significant deviation from or changes in line-item budget;

8.1.3 Changes in key personnel: Subrecipient is required to notify Jannus in writing if the Project Director or key personnel, as identified in the budget narrative, will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award;

8.1.4 All actions requiring prior approval listed in the Cost Principles.

9. PUBLIC POLICY REQUIREMENTS

9.1 Subrecipient hereby agrees to provide equal employment opportunity and to take affirmative action in employment in accordance with all relevant sections of Executive Order 11246 as amended by Executive Order 11375 and Department of Labor Regulations set forth at 41 CFR, part 60.

9.2 Subrecipient acknowledges that the Department of Health and Human Services has rights in any research or other original work product developed in connection with the services delivered under the Grants in accordance with 37 CFR, part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Department of Health and Human Services.

9.3 Subrecipient hereby agrees to file a certification with Jannus that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or

other award covered by 31 U.S.C. § 1352. Subrecipient further agrees to disclose to Jannus any lobbying with nonfederal funds conducted in connection with obtaining any federal grant award.

- 9.4 Subrecipient certifies that it has not been debarred, suspended or otherwise excluded from receiving federal contracts in accordance with Executive Order 12549 or 12689 and that the name of Subrecipient and the name of Subrecipient's directors and officers do not appear on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs." Subrecipient consents to a search of the Excluded Parties list at <http://sam.gov>
- 9.5 Subrecipient will acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Subrecipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
- 9.6 Subrecipient acknowledges, and to the extent applicable, agrees to comply with all applicable standards, orders or regulations issued pursuant to the Age Discrimination Act of 1975, the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 providing that any individual participating in any program or activity receiving Federal financial assistance not be discriminated against on the basis of age (45 CFR part 91) race, color or national origin (75 CFR part 80) or handicap (45 CFR parts 84 and 85) .
- 9.7 Subrecipient must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency.

## 10. TERM AND TERMINATION

- 10.1 The initial term of this Agreement shall commence on the effective date of **October 1, 2018**, and shall continue for **one year** from the effective date unless renewed by mutual agreement of the parties or terminated earlier pursuant to this Section.
- 10.2 This Agreement may be terminated by either Jannus or Subrecipient, with or without cause, upon sixty (60) days notice delivered in accordance with the requirements of Section 12 of this Agreement.
- 10.3 This Agreement may be terminated immediately for cause, upon delivery of notice to the non-terminating party. Cause includes, but is not limited to the following:
  - 10.3.1 Jannus' failure to make the payments required by Section 3;
  - 10.3.2 Subrecipient's failure to perform the services required by Section 2 in a satisfactory manner and/or failure to perform the information reporting or access to information required by Section 4; and

- 10.3.3 Subrecipient's failure to comply with applicable federal public policies as required by Section 9.
- 10.4 This Agreement will terminate immediately in the event any of the Grants is withdrawn, terminated or modified in a manner inconsistent with the existence of this Agreement by the U.S. Office of Refugee Resettlement, the U.S. Department of Health and Human Services or the U.S. Congress.

## 11. DISPUTE RESOLUTION AND ENFORCEMENT

- 11.1 In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt to settle the dispute through good faith negotiations. Such negotiations will include open communications and joint problem solving to reach a mutually agreeable resolution of the dispute.
- 11.2 If good faith negotiations fail to settle any dispute and there remains any unresolved controversy, claim or failure to comply with any material term of this Agreement, Jannus shall be entitled to enforce Subrecipient's performance under this Agreement through the exercise of any remedy set forth in Title 45, Section 92.43 of the Code of Regulations, including, but not limited to, any one or more of the following:
  - 11.2.1 Withholding contract payments, including the withholding of payments in amounts equal to overpayments to refugees which result from Subrecipient's error or noncompliance;
  - 11.2.2 Disallowing all or part of the cost of any activity which is not in compliance with the terms of the Agreement;
  - 11.2.3 Suspending or terminating the funding provided to Subrecipient under this Agreement, in full or for specified activities; and
  - 11.2.4 Withholding further awards from Subrecipient.

Jannus' imposition of the remedies described in 11.2.1 and 11.2.2 above shall not relieve Subrecipient of its obligations to perform fully under this Agreement. The forgoing remedies shall be in addition to Jannus' right to terminate this Agreement under Section 10 of this Agreement and any other remedies available under applicable law.

- 11.3 In the event that Subrecipient believes that any of the remedies set forth in this Section has been imposed against it without due cause, or is otherwise aggrieved by Jannus' exercise of the rights set forth in this Section, Subrecipient shall be entitled to present its claim to an impartial mediator, agreeable to both parties, for resolution. The mediator shall hear testimony from both parties and any reasonable number of witnesses that each party wishes to call, and shall recommend a solution to the conflict. Subrecipient shall give Jannus notice, in accordance with the provisions of Section 12 of this Agreement, of its intent to present the matter for mediation.

- 11.4 In the event that the dispute described in Section 11.2 cannot be resolved through mediation, the parties agree to submit the matter to an arbitrator for binding resolution in accordance with the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9. The arbitrator shall be chosen from a roster of qualified neutral arbitrators, and shall be agreeable to both parties. In the event that the parties cannot agree on the selection of an arbitrator, Jannus and the Subrecipient shall each identify three (3) three acceptable neutral arbitrators, and, starting with Jannus, shall alternate in striking one (1) name from the other party's list of arbitrators. The last name remaining shall be the arbitrator of the dispute. The arbitrator shall have no authority to impose punitive damages or to vary the terms of this Agreement, and shall be bound by controlling law.
- 11.5 This Agreement is governed by Idaho law. Any unresolved controversy or claim shall be settled by a court of competent jurisdiction located in Ada County, Idaho. Ada County, Idaho shall be the proper venue for mediation, judicial or other proceedings under this Agreement.
- 11.6 Each party shall be responsible for payment of any attorney fees it incurs in connection with the dispute resolution processes described in this Section, and fifty percent (50%) of the costs of such dispute resolution procedure. All proceedings under this Section shall be scheduled in a manner, which accommodates both parties.

## 12. NOTICE

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to Jannus and Subrecipient at the notice addresses set forth below, or such other addresses as may from time to time be designated in writing by the applicable party. Notices shall be deemed given on the date they are mailed in accordance with this Section.

Subrecipient: Twin Falls School District 411  
201 Main Avenue West  
Twin Falls Idaho 83301  
Attn: Bill Brulotte

Jannus: Idaho Office for Refugees  
1607 W. Jefferson Street  
Boise, Idaho 83702  
Attn: Tara Wolfson

## 13. INDEMNITY

Subrecipient shall indemnify and hold harmless Jannus from and against any and all claims arising in connection with this Agreement and the services provided hereunder and from

and against all costs, attorneys' fees, expenses and liabilities incurred in or from any such claim. Subrecipient, upon notice from Jannus, shall defend the same at Subrecipient's expense by counsel reasonably satisfactory to Jannus; however, in no event shall the amount paid to Subrecipient's attorney exceed what would be reasonable attorneys' fees incurred in connection with the applicable claim.

14. ENTIRE AGREEMENT

This Agreement, of which the Schedules, and any other attachments and exhibits are an integral part, contains all covenants, accords and agreements between parties relating in any manner to the Grants and the services to be provided there under, and may be amended only in the manner set forth herein.

15. SEVERABILITY

Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision thereof and the remaining provisions shall remain in full force and effect.

16. ASSIGNMENT

Subrecipient shall not assign any portion of this Agreement without Jannus' prior written consent, which consent shall not be unreasonably withheld.

17. AMENDMENT

This Agreement may be amended only by written agreement signed by both Jannus and the Subrecipient.

**Contract No. IOR-1903 RSIG—Twin Falls School District (October 1, 2018)**

**Schedule A  
Grants**

Applicable Grants:

All activities described in this Agreement are authorized by and subject to the terms and conditions of the following Federal Grant(s):

Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement

- Wilson Fish Services - Refugee School Impact Grant Set Aside (1801IDRSOC, CFDA # 93.566)  
Award Amount This Action: \$8,599  
Total Award Amount To-Date \$8,599
  
- Wilson Fish Services - Refugee School Impact Grant Set Aside (1901IDRSOC, CFDA # 93.566)  
Award Amount This Action: \$23,085  
Total Award Amount To-Date \$23,085

Contract No. IOR-1903 RSIG—Twin Falls School District (October 1, 2018)  
Schedule B-1  
Services to be Provided

**APPROACH**

**Student Eligibility.** School district services will be provided to refugees possessing an I-94 arrival card or Permanent Resident card showing refugee, asylee, Cuban/ Haitian Entrant status or Iraqi and Afghan children with a Special Immigrant Visa (SIV). Eligibility will be documented at time of student enrollment. Student U.S. arrival and enrollment dates will be tracked through school district data bases or by other means, allowing district personnel to determine which students have been residing in the U.S. for less than three years.<sup>1</sup> All services will be prioritized to newly arrived refugees and recent arrivals with persistent adjustment issues.

**OBJECTIVE 1: Improve refugee families' school readiness, enrollment and transition process**

The Twin Falls School District will maintain a dedicated full-time Family Liaison position to continue improving school enrollment assistance for newly arrived refugee families. With interpreter assistance, the Liaison will meet with each newly arrived family to review the enrollment process and assist with forms, appointments, and document gathering. The liaison will accompany (or coordinate with case managers to accompany) families to school enrollment meetings, with the CSI Refugee Center providing both transportation and interpreters. During enrollment, the liaison will facilitate family tours of the school and introductions to school personnel as a means to establish strong parent-school relationships. For children with special needs and/or behavioral or emotional issues, the Family Liaison will help to connect the students and families with the appropriate staff and resources at the schools.

The Twin Falls School District will fund the refugee family school orientation program. Sessions will continue to evolve, will be led by the Family Liaison position within the School District, and will be coordinated with the CSI Refugee Center.

The Family Liaison will secure donations of school supplies or clothing and arrange for free and reduced price lunches. The Liaison will give refugee parents school bus schedules, mapped directions to the school, school telephone numbers (with guidance on how and when to call), and school/ELL handbooks for the students and parents.

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<sup>1</sup> ORR recognizes that some school districts interpret the 1982 Supreme Court decision in Plyler v. Doe to prohibit school officials from asking for any documentation of a child's immigration status for any purpose, including verifying eligibility for federally funded refugee programs. The holding in Plyler does not affect programs funded by ORR, which by their nature require verification that a prospective beneficiary is eligible to receive services. As required by 45 CFR 400.43(a), children seeking to participate in projects funded by an ORR Refugee School Impact Grant must provide documentation of their refugee status. Recipients and subrecipients should secure copies of I-94's and green cards for eligible refugee children for their files. If a local Voluntary Agency provides a Refugee School Impact grantee or subrecipient with a letter certifying a list of children to be eligible refugees with refugee name, date of birth, refugee status, and date of arrival, and such certification and source documentation are available for the Government to review, ORR will consider the requirement to be satisfied.

The sheltered programs' teachers will work with the Family Liaison to introduce refugee parents to their child's new school and teachers; and with mainstream teachers on the refugee students' academic progress, adjustment, and culture.

**OBJECTIVE 2: Sustain and expand refugee students' academic programs and services**

New 6<sup>th</sup>-12<sup>th</sup> grade refugee students will be placed in the Newcomer Center where their language and academic levels are assessed and developed until they are prepared for transition to their home schools. Services will include monitoring of progress on state and federal mandated testing, grade and course placement, acculturation, and English language instruction in a self-contained environment with a gradual transition to sheltered classes. Depending on their language acquisition and adjustment needs, newly arrived refugee students will remain at the Center for up to a year. The 6<sup>th</sup>-12<sup>th</sup> grade Newcomer Center is located at an existing middle school and allows for orientation to the cafeteria, library, playground, and activities. The District will also sustain its K-5<sup>th</sup> grade Newcomer Center program at district expense.

**OBJECTIVE 3: Support refugee parent involvement in their children's education**

The Twin Falls School District, with the support of CSI staff, will develop relationships with refugee parents and remove barriers to their involvement in their children's education. The Family Liaison will conduct at least two home visits with newly arrived families, more for those with complex adjustment issues, to learn about the family's culture and home learning environment, talk about their children's learning, discuss perceived academic success as well as behavioral challenges, and encourage attendance at school meetings and events. Interpreters will be utilized. The District will sponsor family-centered activities that are inclusive of newly arrived refugees. Refugee parents will be specifically asked to attend parent-teacher conferences, back-to-school meetings, reading nights, school fairs, sports events, and other occasions. Schools will encourage refugee participation in family literacy programs offered by local organizations.

**OBJECTIVE 5: Increase refugee student involvement in school activities**

In order to reduce barriers to refugee student participation in school activities and create new activity opportunities, the Family Liaison and teachers will identify children's interests in extra-curricular activities. The Liaison will facilitate students' activity enrollment. CSI Refugee Center will support the District's efforts by offering transportation for students to attend school activities. The Family Liaison will help connect students to community activities such as soccer games and shared student events that promote interaction and understanding.

**School Personnel Training:** The Twin Falls School District will continue to host State Department of Education professional development workshops on English Language Learner Standards and sheltered instruction and will participate, to the extent possible, in Boise and Meridian District trainings.

## **OUTCOMES EXPECTED**

Outcomes expected to be achieved as a result of educational services provided under this contract are specified below. Outcomes address refugee students who arrive during the annual budget period or have arrived during the preceding year. All outcomes will be compared to Fall 2018 baseline data from the school districts.

### **Outcome 1: Academic Performance**

Outcome goal. At least 80% of refugee students will meet expected growth targets, as defined by the Idaho Department of Education, for Spring 2018 and Spring 2019 Idaho State Achievement Test (ISAT).

Outcome measures and reports. The ISAT is given to all students in grades 3-10 every fall and spring. (First year LEP students are not required to take reading and language test sections.) Spring test scores will be the best indicator of student academic progress resulting from project objectives. Refugee student test outcomes will be reported to the district's Federal Programs Director.

### **Outcome 2: School Attendance Rates**

Outcome goal. Ninety percent of refugee students will meet school district's policy of at least a 90% attendance rate.

Outcome measures and reports. The District ELL Instructional Coach will report refugee student attendance rates to the Federal Programs Director on a quarterly basis.

### **Outcome 3: English Language Acquisition**

Outcome goal. Ninety percent of refugee students will meet growth targets, as defined by Idaho Department of Education, in the WIDA Access 2.0 test domain.

Outcome measures and reports. The WIDA Access 2.0 assesses English language proficiency levels in reading, speaking, listening, and writing. A placement test is given to English language learners upon enrollment. Every spring the WIDA Access 2.0 test will be given. School districts are accountable for meeting standardized growth levels for each student. Spring test scores will be the best indicator of student progress;

### **Outcome 4: School Adjustment**

Outcome goal. The percentage of refugee students with discipline issues will be same as other students.

Outcome measures and reports. Each school will report the number of refugee student suspensions or expulsions to the Federal Programs Director on a quarterly basis.

### **Outcome 5: School Advancement**

Outcome goal. Ninety-five percent of refugee students will be promoted to next grade level.

Outcome measures and reports. The district's Federal Programs Coordinator will examine its data base of refugee student records at the end of each school year.

**Contract No. IOR-1903 RSIG—Twin Falls School District (October 1, 2018)**  
**Schedule B-2**  
**Reporting Schedule**

Trimester progress reports will be submitted to the Idaho Office for Refugees no later than **February 15, 2019, June 15, 2019 and October 15, 2019**. Progress reports will include refugee student outcomes will be measured as presented in the Outcomes section. Process outcomes regarding school orientation, enrollment assistance, parent involvement, academic program improvements, student and parent support services, and school training will be documented and quantified by appropriate measures: type and frequency of service provided, numbers of participants, community partners/volunteers engaged, and other descriptive indicators.

**Contract No. IOR-1903 RSIG—Twin Falls School District (October 1, 2018)**

**Schedule C**

**Budget and Billing Procedures**

Line item budget totaling \$31,684 for the annual contract period is attached. All funding received will be used to provide services as described on Schedule B-1.

The Twin Falls School District will submit monthly invoices to the Idaho Office for Refugees. Invoices will be submitted no later than the 15<sup>th</sup> day of the following month.

**Contract No. IOR-1903 RSIG—Twin Falls School District 411 (October 1, 2018)**

**Schedule D**

**Funding Streams and Grant Guidance**

**Funding Streams:**

All activities described in this Agreement are authorized by and subject to the terms and conditions of the following Federal Grant(s):

Funding Agency	FAIN	CFDA #	CFDA Title	Award Date(s)	Award Amount
DHHS, ACF, ORR	1801IDRSOC	93.566	Refugee and Entrant Assistance – State Administered Programs (Not a Research Grant)	10/31/2017, 1/31/2018, 5/31/2018, 9/30/2018	\$1,151,474
DHHS, ACF, ORR	1901IDRSOC	93.566	Refugee and Entrant Assistance – State Administered Programs (Not a Research Grant)	10/1/2018	\$150,953

**Grant Guidance: Links to Grants Policies, Regulations, Principles and Requirements**

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)  
<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=02748a1e7fab41711ba2b063bc8eb05&ty=HTML&h=L&mc=true&n=pt2.1.200&r=PART>
- Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 CFR Part 75)  
<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART>
- Post Award Terms and Conditions  
<https://www.acf.hhs.gov/grants/post-award-requirements>
- Refugee Resettlement Program – Title 45 CFR Part 400  
<https://www.acf.hhs.gov/orr/resource/400-refugee-resettlement-program>
- HHS Grants Policy Statement  
<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
- Federal Restrictions on Lobbying  
<https://www.hhs.gov/grants/grants/grants-policies-regulations/lobbying-restrictions.html>

Attached is the following:

- Cooperative Agreement between USDHHS/ACF/ORR and Jannus, Inc.



## AGREEMENT TO PROVIDE SERVICES

Agreement between: **Teaching Strategies, Inc**  
**dba: Safe & Civil Schools ("Company")**  
21 West 6<sup>th</sup> Av. (541) 345-1442  
Eugene, OR 97401 FAX (541) 345-6431

Tax I.D. Number: 93-0905279

Contact person: **Kimberly Irving, Professional Services Coordinator**

Contracting District: **Twin Falls School District #411 ("District")**  
201 Main Ave. W.  
Twin Falls, ID 83301

Contact person: **Bill Brulotte, Associate Superintendent**

Job #: 2992

Title of Session: An Overview of MTSS with an Emphasis on Absenteeism and Truancy

Presenter: **Jessica Sprick**

Dates: February 11-12, 2019

Fees: \$7,000.00 (2 days @ \$3500 each) *plus travel expenses*

**The Company and the District, for the consideration set forth below, agree as follows:**

1. The District agrees to pay the Company \$7,000 in fees for the presentation listed above. In addition, the District will reimburse all travel expenses incurred by Jessica Sprick for the presentation. An invoice with receipts will be provided at the conclusion of the presentation.
2. Videotaping of sessions is not allowed without prior written permission.
3. It is the responsibility of the District to reproduce handouts.
4. Airfare, lodging, car rentals, etc., will not be booked until contract is signed by District. Delay in signing contract may increase costs of these items, therefore, please sign and return promptly.
5. Any non-refundable expenses due to circumstances outside of Safe & Civil Schools' control, including, but not limited to, inclement weather or airline delays will be billed to the District.
6. Materials are offered at a discount from **Pacific Northwest Publishing**, in conjunction with consultations only. Please phone our office for details.

**Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between September 1st and July 14th:** The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or cancelled by the District more than three months (91 calendar days) from the start date of training, no charges will be incurred by the District.
- If training is rescheduled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is cancelled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or cancelled by the District with less than one month (30 calendar days) from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

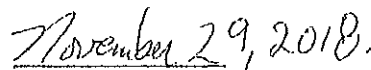
**Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between July 15<sup>th</sup> and August 31st:** The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

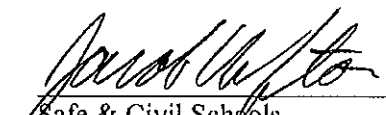
- If training is rescheduled by the District before April 15<sup>th</sup> then any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is cancelled by the District before April 15<sup>th</sup> then 50% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is rescheduled or cancelled by the District after April 15<sup>th</sup> then 100% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.


Note: District will only be charged non-refundable or incurred travel expenses if the training is canceled due to weather or travel related delays.

Thank you. Please sign and email to [kimberly@safeandcivilschools.com](mailto:kimberly@safeandcivilschools.com) or fax to (541) 345-6431

  
District Signature

  
Date

  
Safe & Civil Schools

  
Date



November 28, 2018

**SAFE AND CIVIL SCHOOLS PROPOSAL OF SERVICES**

For: Bill Brulotte, Associate Superintendent, Director of Federal Programs and Assessment  
Twin Falls School District #411  
Twin Falls, Idaho

Training	Training Cost
An Overview of MTSS with an Emphasis on Absenteeism and Truancy Dates: February 11-12, 2019	\$3,500.00 per day plus travel expenses
<b>Total cost of Training</b>	<b>\$7,000.00 plus travel expenses</b>

**Materials per Campus Represented - Required**

Absenteeism & Truancy: Interventions & Univ. Proc.

**Retail**

\$60.00 each

**Discount**

\$54.00 each

Suggested Supplemental Purchase -- Per School System and/or Regional Entity

Functional Behavior Asses-Absent & Truancy

**Retail**

\$225.00 each

**Discount**

\$202.50 each

*Specified materials are offered at a one-time discount from **Pacific Northwest Publishing**, in conjunction with training. All shipments are subject to a 7% shipping and handling fee.*

**Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between September 1st and July 14th:** The contracting entity, heretofore called “District” hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or cancelled by the District more than three months (91 calendar days) from the start date of training, no charges will be incurred by the District.
- If training is rescheduled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is cancelled by the District between three months and one month (90 to 31 calendar days) from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or cancelled by the District with less than one month (30 calendar days) from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

**Safe & Civil Schools Rescheduling – Cancellation Policy for dates scheduled between July 15<sup>th</sup> and August 31<sup>st</sup>:** The District hereby agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled by the District before April 15<sup>th</sup> then any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is cancelled by the District before April 15<sup>th</sup> then 50% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- If training is rescheduled or cancelled by the District after April 15<sup>th</sup> then 100% of the training fee plus any non-refundable travel expenses and/or change fees would be the responsibility of the District.
- District will only be charged non-refundable or incurred travel expenses if the training is canceled due to weather or travel related delays.

**Consideration of Optional Materials and/or Services:**

- Site-based meetings with Trainers to Provide Continual Follow-Up and Support
- Additional training days throughout the remainder of the 2018-2019 school year
- 23<sup>rd</sup> Annual *Safe & Civil Schools* National Conference in Portland, Oregon, July 14-18 2019.

**Additional Considerations:**

- Video taping of sessions is not allowed without prior written permission.
- It is the responsibility of the Agency to reproduce the provided handouts for each session.
- Billing for services will occur after delivery of those services.

Teaching Strategies, Inc  
dba: Safe & Civil Schools  
PO Box 50550  
Eugene OR 97405  
(541) 345-1442  
(541) 345-6431 fax

Prepared by:  
Elizabeth Winford  
Director of Professional Development  
Safe & Civil Schools  
800.323.8819  
[Elizabeth@safeandcivilschools.com](mailto:Elizabeth@safeandcivilschools.com)

CLIENT SERVICES AGREEMENT  
BETWEEN

Canyon Ridge High School,  
Twin Falls School District      and  
300 N College Rd W  
Twin Falls, ID 83301

INSTRUCTIONAL COACHING GROUP  
PO Box 35  
111 South C St  
North Loup, NE 68859  
308-219-0218  
308-496-4724

***The Instructional Coaching Group looks forward to partnering with Canyon Ridge High School! Please read this agreement in its entirety before signing.***

THIS AGREEMENT is made and entered into by and between Instructional Coaching Group, LLC (Jim Knight or Individual Consultant) and Canyon Ridge High School.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Canyon Ridge High School with Instructional Coaching Professional Development.

This agreement supersedes all other agreements made between Canyon Ridge High School and the Instructional Coaching Group.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Instructional Coaching Group, LLC, shall furnish the necessary personnel, equipment and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work required in the provision of Instructional Coaching Professional Development.

PERIOD OF PERFORMANCE

Subject to its other provision, the period of performance of this contract shall commence from February 27-March 1, 2019 unless terminated sooner as provided herein.

SCHEDULED DATES ARE AS FOLLOWS:

Dates	Scope	Presenter	Cost
February 27-March 1, 2019	Impact Cycle and Better Conversations	Michelle Harris	\$18,100

These dates can be amended with the agreement of both parties.

#### PAYMENT

The parties have determined that the cost of accomplishing the work herein will be a flat fee of \$18,100 (See above schedule.) No expenses will be presented for reimbursement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount. Work will be invoiced following each visit (if more than one), unless otherwise determined.

*The cost of participant materials is not included in above stated fee. See below.*

#### MATERIALS

The following materials are required for this event(s):

Title	Cost per bundle
Impact Cycle Bundle	\$55
Better Conversations Bundle	\$38

(A 10% discount will be given on orders of 50 or more copies per title. Shipping charges will be added.)

If materials are ordered less than 30 days of the engagement date, Canyon Ridge High School understands they will be responsible for paying any expedited shipping rates incurred.

Unused materials can be returned. Please note, shipping fees will not be reimbursed.

For events outside the continental united states, please contact Brooke Deaton at [brooke@instructionalcoaching.com](mailto:brooke@instructionalcoaching.com) to discuss shipping procedures.

#### BILLING PROCEDURE

Instructional Coaching Group, LLC, will send one invoice for all the work describe herein. You can pay on the invoice after each engagement takes place, or in its entirety. Each invoice shall clearly indicate it is for services rendered and materials purchased in performance under this contract. Invoices will be submitted via email to:

Canyon Ridge High School	Attn: William Brulotte	<a href="mailto:brulottewi@tfsd.org">brulottewi@tfsd.org</a>
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*Payment to Instructional Coaching Group, LLC, for approved and completed work will be made within 30 days of the event. **Invoices with unpaid balances that extend beyond 30 days will be charged an additional 20% service fee for each 30-day period that the invoice remains unpaid.*** Payment made before the engagement date is preferred, but not required. This policy will be enforced.

Please send all payments to:

Instructional Coaching Group  
Attn: Ruth Ryschon  
PO Box 35  
111 South C St  
North Loup, NE 68859

#### CONTRACT ALTERATIONS AND AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### TERMINATION

Either party may terminate this Contract or a scheduled event upon 60 days prior written notification to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination. A cancellation fee of 30% of the agreed upon rate will be charged for any cancellations 30-60 days prior to a scheduled professional development session, and 100% of the agree upon rate will be charged for cancellations fewer than 10 days prior to the professional development session. In all cases, any expenses already incurred will be charged. This policy will be enforced.

ICG associates/consultants will do everything within their power to get to their contracted commitments, but from time to time, travel cancellations do occur due to weather or mechanical issues that are beyond their control. In these instances, ICG is not responsible for any expenses that may have been incurred by the contractee. In an event of this nature, ICG will work with the contractee to reschedule the event as soon as possible, to the satisfaction of both parties.

#### ALL WRITINGS CONTAINED HEREIN

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract.

**Instructional Coaching Group, LLC**

DocuSigned by:

*Emily Malatesta*

77D028FB9A23412

**Emily Malatesta, M.Ed**

12/4/2018

~~Canyon Ridge High School~~, Twin Falls School District

*Billie Bumbolt*

**Authorized Signature**

Date:

*November 29, 2018*