

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
19/20 yr.	The Core Collaborative--Sec. Prof. Dev.	\$56,430.00
19/20 yr.	A Caring Hand Home Health Care	\$17 to \$49/hr.
19/20 yr.	PBIS Rewards	\$3,220.50
19/20 yr.	Renaissance--Renewal of services/Stuart	\$9,341.25
19/20 yr.	Education Northwest--Prof. Dev.	\$170,500.00
19/20 yr.	Renaissance--Renewal of services/MVHS	\$3,040.00
19/20 yr.	Primary Therapy Source--TFHS Sports medicine services	\$10,000.00
19/20 yr.	Soliant Health--Occupational therapist	\$78.00/hr.
19/20 yr.	South Central Public Health District	\$7,000.00
19/20 yr.	Edmentum--Sec./Plato program	\$16,580.00
19/20 yr.	ARTEC (MOU)--Canyon Ridge (ARTEC & ARTEC I)	
19/20 yr.	ARTEC (MOU)--TFHS (ARTEC & ARTEC I)	
19/20 yr.	Renaissance--Renewal of services/SHMS	\$3,951.00
19/20 yr.	Positive Connections	\$32.00/hr.
19/20 yr.	St. Luke's--CRHS athletic training services	\$20,600.00

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."*



THE CORE COLLABORATIVE
4629 Cass St #292
San Diego, CA 92109

LEADING **IMPACT** TEAMS

BUILDING A CULTURE OF EFFICACY

PAUL BLOOMBERG • BARB PITCHFORD

Foreword by John Hattie

Proposal of Services

Submitted for consideration to:

Mr Bill Brulotte
Twin Falls School District #411
201 Main Ave West
Twin Falls, ID 83301
brulottewi@tfsd.org
P:(208) 733-6900

Proposal Submitted: 07/10/2019

Proposal Valid Until: 08/10/2019

Payment Terms:
Net 30 Days after Services

LEADING WITH IMPACT TEAMS

"Leading Impact Teams: Building a Culture of Efficacy combines some of the best innovations from the last decade to ensure a focus on changing the learning lives of students. Maximizing this impact involves teachers learning from students about their impact---and this is the heart of formative evaluation, which in turn is the substance of collaborative inquiry among teacher teams."

- Professor John Hattie, Author of Visible Learning, 2009

Paul Bloomberg and Barb Pitchford have partnered with over 650 schools and close to 2,000 teams and they believe that as educators our moral purpose is to create optimal conditions for every learner in the system to develop the belief in their capacity to learn and to ultimately make a difference.

BUILDING A CULTURE OF EFFICACY

"Social action depends on the belief that a group can effect change. Collective efficacy helps people realize their shared destiny. " Bandura, 1997

Impact Teams create the culture and conditions for every teacher every day to answer the question:

"What is my impact?"

The Impact Teams model is a strengths-based approach that helps teacher teams:

- **Operationalize** the highest influences on student learning
- Partner with students to strengthen **student ownership of learning**
- Engage students in **self and peer assessment**
- Build a culture of efficacy using **practical, easy to implement protocols**

WHAT ARE IMPACT TEAMS?

Impact Teams are teams of educators that partner with students. They learn together to build professional capital. They scale up their expertise by focusing on critical learning goals, analyzing evidence, and taking collective action.

The development and design of the Impact Team model is based on extensive research that identifies those practices that maximize student learning (Hattie, 2009). Impact Teams operationalize six influences that are proven to have the highest effect on student learning:

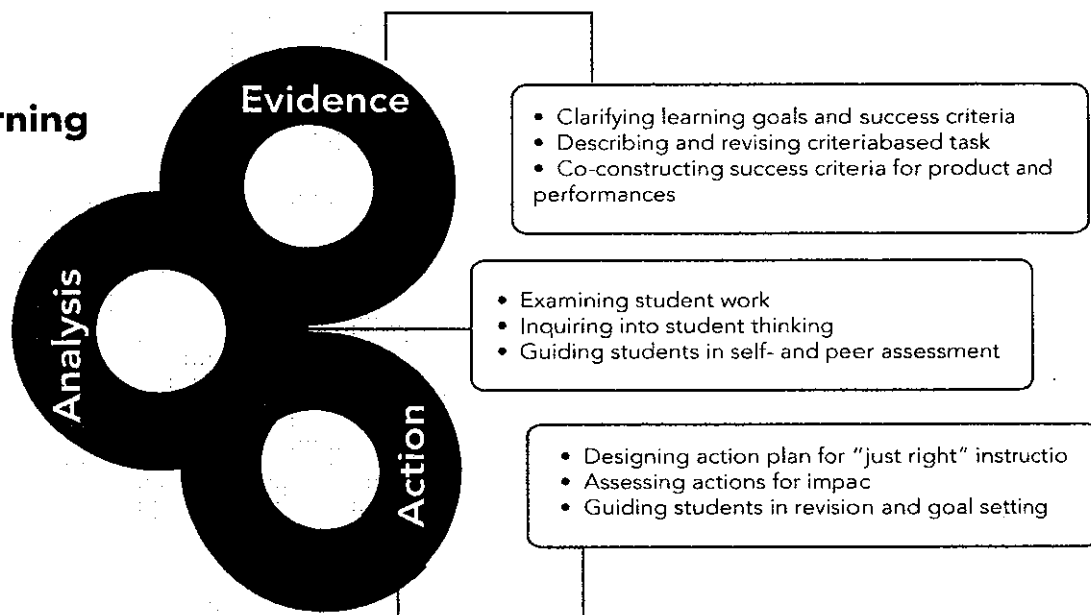
- Feedback: .75 ES
- Teacher Clarity: .75 ES
- Classroom Discussion: .82 ES
- Formative Evaluation: .90 ES
- Success Criteria: 1.13 ES
- Assessment Capable Learners: 1.44 ES
- Collective Efficacy: 1.57 ES



The Impact Team Model (ITM) uses a foundational, simple and powerful 3-step protocol framework. This framework ensures that teams focus on developing assessment capable learners and ensures that teams are always asking, "What is our Impact?". Impact Teams use protocols purposefully to guide collaborative inquiry. In addition, the Impact Team Purposeful protocols are used **throughout all levels of the system**: classroom, teacher team meetings, instructional leadership team meetings and district and parent meetings.

A Holistic Approach to Learning

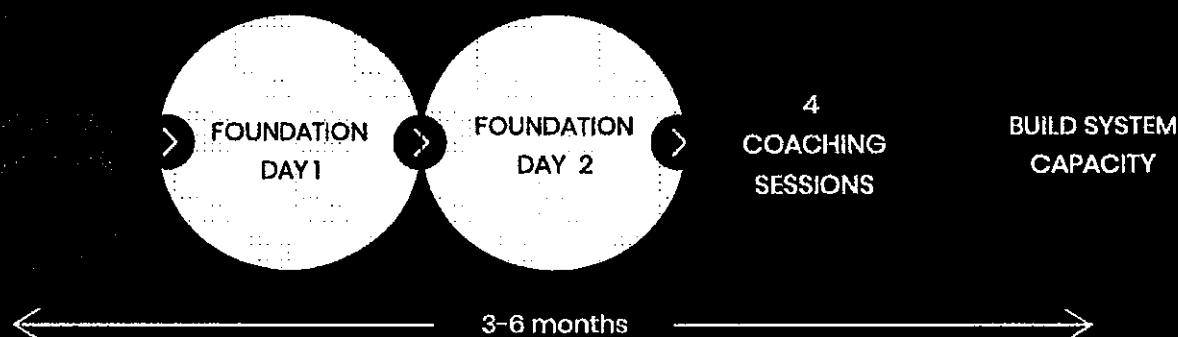
The Impact Teams model is used in team meetings and with students to strengthen learner-centered systems.



WHERE TO BEGIN

The Model Teams Approach uses practice and implementation to build expertise, and teams then become the model for other teams in their schools. This is an execution-as-learning process in which teams learn protocols as needed through coaching and modeling.

Impact Team Implementation

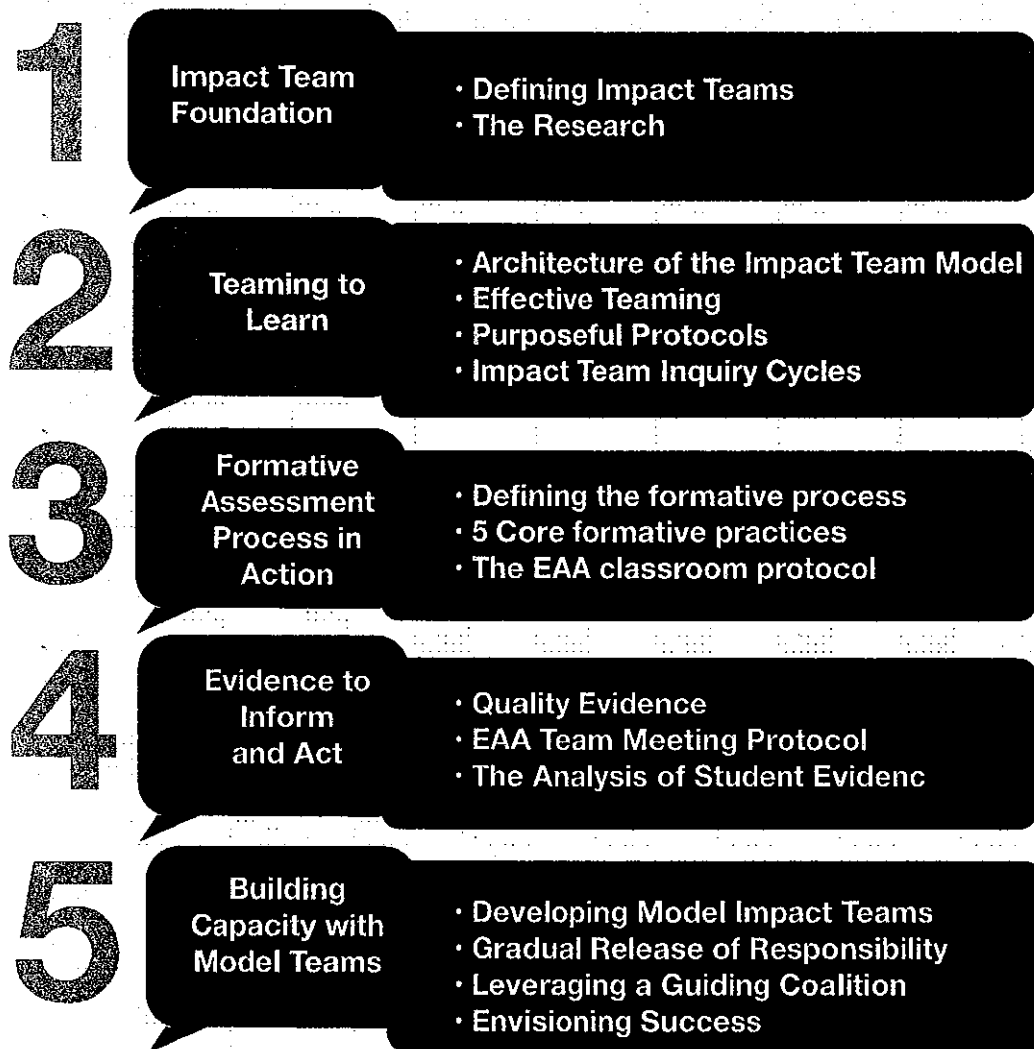


1) IMPACT TEAM FOUNDATION TRAINING

Required Resources: Leading Impact Teams and Leading Impact Teams Workbook

Collaboration is about sharing knowledge to build new knowledge on behalf of all students. The focus of the Impact Teams Model is to develop assessment-capable learners through leveraging team time and teacher expertise to increase student ownership of learning.

Impact Team Foundation Days are customized and based on Impact Team pre-assessment results. These highly-engaging introductory days generally consist of 5 modules that are connected to each participant's Leading Impact Teams book as follows:



Learning Outcomes

Upon completion of the two Impact Team Foundation Days, participants will be able to:

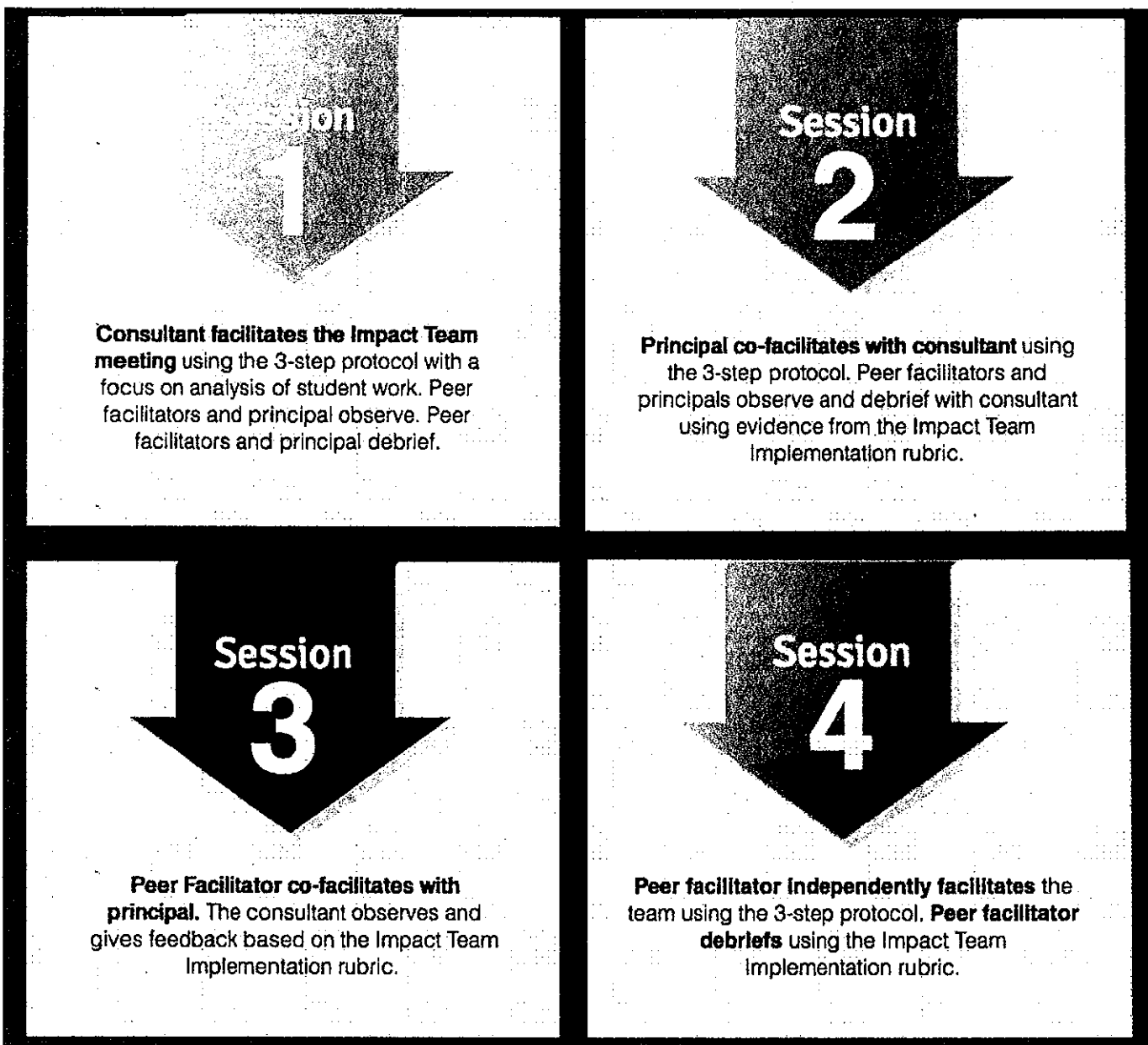
- Define the Impact Team Model
- Unpack the 4 sources of efficacy
- Summarize the research that underpins the Impact Team Model
- Understand the components of effective teaming
- Expand understanding of the 5 Core Formative Practices
- Enhance teacher clarity with curriculum and assessment
- Explore purposeful protocols that guide Impact Team inquiry Cycles
- Learn the attributes of quality evidence



2) IMPACT TEAMS DEEP IMPLEMENTATION COACHING

Required Resources: Leading Impact Teams and Leading Impact Teams Workbook

This implementation model operationalizes the four sources of efficacy by building expertise through practice that results in mastery experiences for teams. This is an execution-as-learning process in which teams learn protocols as needed through coaching and modeling. This implementation process is authentic, organic, and develops a variety of skills and knowledge in context focused on deepening content knowledge. Teams also use the Equitable, Viable and Coherent Curriculum assessment (chapter 5) to guide teams in enhancing teacher clarity regarding content and process.



Learning Intentions

Upon completion of the implementation days, participants will be able to:

- Expand the formative assessment process in the classroom
- Do critical analysis of curriculum alignment
- Deepen knowledge of strategies that leverage VL influences
- Gather evidence of formative assessment implementation in classrooms and develop next steps



TESTIMONIALS

- [Click here](#) to see video testimonial from Lyons Township (IL) High School, where Principal Brian Waterman and Language Arts Division Chair Karen Raino discuss the benefits of Impact Teams on teachers.
- [Click here](#) to read a Joplin (MO) Schools case study
- [Click here](#) to read a Reed's Spring (MO) School District case study

Additional testimonials and references from schools across the nation are available upon request.

ADDITIONAL OPTIONS:

Peer Power • Engaging Students in Peer Assessment

Research indicates that self-assessment is crucial to improved learning. Self-assessment encourages students to set higher learning goals and provide greater effort to their learning. When properly implemented self and peer assessment gives teachers reliable information about student learning that supports teachers and students in creating optimal conditions for learning.

Learning Intentions

Upon completion of the implementation days, participants will be able to:

- Build a shared language for peer review
- Define self and peer assessment in relationship to the formative assessment process
- Gain knowledge of the research that supports self and peer assessment
- Learn the four stages of peer review that teachers can apply in the classroom immediately

INVESTMENT

Prices are including the cost of travel. Based on number of days.
Author rate is \$5,950.00 per day without a discount

Leading Impact Teams Four - 3 Day sessions with Gina Burt Dates: Sept 24-26, Nov 19-21, Feb 25-27, Apr 28-30, 2020	\$4,950.00/day
5% Discount for having 6 days or more	(\$2,970.00) Discount
TOTAL	\$56,430.00

* **Leading Impact Teams: Building a Culture of Efficacy** books need to be purchased through Corwin/Sage Publishing

* **Leading Impact Teams Coaching Handbooks** will be required, and can be purchased through Mimi & Todd Press, Inc. They are \$24.95/ participant.



COMPANY CONTACTS






Sarah Stevens, Director of Professional Learning
Phone: (620)404-8782
Email: sarah@thecorecollaborative.com



Tony Francoeur, Chief Financial Officer
Phone: (858)688-1177
Email: tony@thecorecollaborative.com

Other Professional Learning Available

	Topics in the EmpowerED Learner™ strand support teachers in creating optimal conditions for student centered approaches to learning with an emphasis on student ownership of learning and collaborative learning.
	The Core Connections process provides schools and systems more in-depth insight into progress, which in turn can both serve as a measure of improvement and provide vital data for district action planning. Core Connections supports systems in making meaningful advances in student outcomes by improving school and district climate. The Core Connections coaching process can transform systems in becoming more student-centered.
	Despite the best efforts of equity leaders, our schools suffer from persistent inequities. However, IncludedED schools have a solution that works. Aligned with Social Justice standards IncludedED provides the support that teams need to make the changes required for inclusion and equity.
<p>For More Suggestions Visit Our Website at: http://www.thecorecollaborative.com</p>	



The Core Collaborative
4629 Cass Street #292
San Diego, CA 92109
(858) 688-1177
tony@thecorecollaborative.com



The Core Collaborative

ESTIMATE

ADDRESS

Mr Bill Brulotte
Twin Falls School District
#411
201 Main Avenue West
Twin Falls, ID 83301

ESTIMATE # 1565

DATE 07/10/2019

EXPIRATION DATE 08/09/2019

ACTIVITY	QTY	RATE	AMOUNT
Impact Teams TCC:Impact Teams PD Professional Services to be rendered for Leading Impacts Teams:Building a Culture of Effiacacy with TCC Consultant Gina Burt Four - 3 Day Sessions Dates: Sept 24-26, Nov 19-21, Feb 25-27, Apr 28-30, 2020	12	4,950.00	59,400.00
Discount 5% discount for 6 or more days	1	-2,970.00	-2,970.00

Description of services on attached proposal. Pricing is inclusive
to all travel expenses.

TOTAL

\$56,430.00

Accepted By


Bill Brulotte

Accepted Date

8/8/19
8/8/19



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- 2019/20 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	\$29.00
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)
\$49.00 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, 2019 through June 31, 2020 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:

Twin Falls School District

Administrator

Date:

Michael [Signature]
 8/12/19

Mary Huntington
 8/13/19



PBIS Rewards Service Proposal For:

Robert Stuart Middle School

Proposal Number: v43727

Date: May 31, 2019

Executive Summary

PBIS Rewards (PR) will provide its PBIS Rewards Service to Robert Stuart Middle School (Organization), Twin Falls School District, located at 644 Caswell Ave West, Twin Falls, ID 83301, United States for the school year 2019-2020 and 2020-2021.

School Requirements

Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)
- Amazon Fire devices (latest version)

We will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

ID Card Limitation

If Organization is using ID Cards provided outside of the PBIS Rewards service, you confirm that Organization has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in Organization. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that Organization test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)

If PBIS Rewards updates the PBIS Rewards Terms of Service, the Organization will be notified that there is a new version available. By default, the PBIS Rewards Terms of Service dated July 26, 2018 will remain the legally-binding version. If it so chooses, the Organization may notify PBIS Rewards in writing that it adopts the new version which then becomes the legally-binding version of the PBIS Rewards Terms of Service.

The PBIS Rewards Terms of Service covers the following: a) Acceptable Use; b) Student Data Privacy; c) FERPA; d) COPPA; e) PPRA. Additionally, where applicable, it covers state-specific policies.

Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to Organization for any of the following reasons: (i) Organization fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives Organization notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) Organization furnishes false or misleading customer information; (iv) Organization fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) Organization fails to provide timely information or data necessary for activating the Services; (vi) Organization does not comply with any applicable software licensing agreements, if any; (vii) Organization becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Limited Warranty

Organization warrants that it has completed due diligence on the fitness of the PBIS Rewards service. PBIS Rewards warrants that the PBIS Rewards Service will work as outlined in the user documentation provided via the PBIS Rewards support site at <https://support.pbisrewards.com> and makes no implied warranties. PBIS Rewards will fix any Defect of operation of the software in a timely manner which will not extend beyond 60 days from the first discovery of the Defect. A Defect is any operation or non-operation of the software where it does not perform as described on the support website. Requests to change how the software operates will not constitute a Defect. Any warranty claim must be brought within 180 days from date of purchase for which PR may choose to either repair, replace, or refund the purchase price.

Limitation of Liability

In no event shall PR be liable for any damages including, without limitation, incidental or consequential damages that Organization alleges to have suffered as a result of the Services or the failure of the Services or any costs or expenses for labor or other expenses incurred by reason of the use of any defective goods, access interruption, or loss of information arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by Organization within 180 days after the cause of action occurs.

Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Terms of Service dated July 26, 2018 which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and Organization.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by

- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing

Pricing for the use of the software consists of a per school base fee plus a per student fee. The number of students is based on the school's best estimate of the number of active students they will have at peak enrollment. If the number of active students is 5% or more than the estimate, an additional charge may be invoiced. All pricing is in US Dollars (USD).

Description	Years	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	2	1	\$500.00	\$1,000.00	USD
PBIS Rewards Per Student Fee	2	740	\$1.75	\$2,590.00	USD
Multi-year Contract Discount		1	-\$200.00	-\$200.00	USD
5% Renewal Discount		1	-\$169.50	-\$169.50	USD
Total Price				\$3,220.50	USD

***** ID Badges and Lanyards are not included. *****

Payment

Organization will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/policies/bpp/>. Organization acknowledges and agrees to the terms of the PR Billing and Payment Policy.

Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the Organization. The preferred method for initiating a helpdesk request is to use the PBIS Rewards Support Website:

<https://support.pbisrewards.com>

Users can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Users can email in their support request to support@pbisrewards.com.

Services

PR will permit Organization to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by Organization.

PBIS Rewards Terms of Service

This proposal is a contract for services and is covered by the PBIS Rewards Terms of Service dated July 26, 2018. A copy of the PBIS Rewards Terms of Service can always be found at:

Organization, in addition to any other remedies PR may have at law or in equity, PR may recover from Organization all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by Organization of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: PBIS Rewards
223 NW 2nd St, Suite 300
Evansville IN 47708
United States

ORGANIZATION: Robert Stuart Middle School
644 Caswell Ave West
Twin Falls, ID 83301
United States

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and Organization.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, Indiana. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between Organization and PR relating to this agreement, each Party agrees to bear its own attorney and legal fees.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid until May 31, 2019.

In accepting this agreement, Organization agrees to the work and terms as outlined in this proposal dated May 31, 2019. To accept the terms of this proposal please sign and deliver this document to PBIS Rewards via email at sales@pbisrewards.com or fax at 812-660-9040.

SIGN: Amy McBride
PRINT: Amy McBride
TITLE: Principal
FOR: Robert Stuart Middle School

PBIS REWARDS USE ONLY

SIGN: _____
PRINT: Pat Heck
TITLE: President
FOR: PBIS Rewards

RENAISSANCE®

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

Renewal Invoice
Subscription Ends: 7/31/2019

Quote #: RPRNQ2098969*

Robert Stuart Middle School - 250108
644 Caswell Ave W
Twin Falls, ID 83301-3707
Contact: Lori Reynolds - (208) 733-4875
Email: reynoldslo@tfsd.org

Created: 06/02/2019
Reference ID: 0

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	\$9,341.25
Sales Tax	\$0.00
Grand Total	USD \$9,341.25

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.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: ☐

Renaissance Learning, Inc.	Robert Stuart Middle School - 250108
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 06/02/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

RENAISSANCE®

Renewal Invoice
Subscription Ends: 7/31/2019

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 #: RPRNQ2098969*

*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®

Renewal Invoice
Subscription Ends: 7/31/2019

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 #: RPRNQ2098969*

Renewal Details				
Renaissance Applications				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	725	\$7.00	\$5,075.00
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	725	\$4.85	\$3,516.25
Renaissance Applications Total			USD \$8,591.25	
Platform Services				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	\$750.00	\$750.00
Platform Services Total			USD \$750.00	

RENAISSANCE®

Renewal Invoice
Subscription Ends: 7/31/2019

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 #: RPRNQ2098969*

Renewal Subscription Summary	
Accelerated Reader Subscription Renewal	Quantity
Robert Stuart Middle School - 250108	725
Accelerated Reader Subscription Renewal Total	725
Star Reading Subscription Renewal	Quantity
Robert Stuart Middle School - 250108	725
Star Reading Subscription Renewal Total	725
Annual All Product Renaissance Platform Renewal	Quantity
Robert Stuart Middle School - 250108	1
Annual All Product Renaissance Platform Renewal Total	1

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FIXED PRICE CONTRACT

This is a contract between TWIN FALLS SCHOOL DISTRICT 411 (hereinafter referred to as TFSD), 201 Main Avenue W, Twin Falls, Idaho 83301 and EDUCATION NORTHWEST, 101 SW Main Street, Suite 500, Portland, Oregon 97204, for the performance of work set forth below.

1.0 STATEMENT OF PURPOSE:

- 1.1 The purpose of this agreement is to create a through-line from the district office to the elementary classroom, ensuring a well-defined, evidence-based approach to literacy instruction to create coherence between literacy leaders (instructional coaches, principals, and district administrators) and teachers, and optimize the use of curricular materials.

2.0 EDUCATION NORTHWEST AGREES TO:

- 2.1 Provide the services under the direction of Steve Underwood. Whenever, for any reason, this individual is unavailable for assignment for the work required under this contract, Education Northwest shall immediately notify the TFSD to that effect and shall replace such person with a person of substantially equal ability and qualifications.
- 2.2 Provide seven (7) onsite visits with the district, principals and coaches to provide support and monitor progress.
- 2.3 Participate in planning of district institute to take place November 2019.
- 2.4 Deliver professional development sessions during the August and November 2019 institutes.
- 2.5 Provide coaching and other onsite support for implementation.
- 2.6 Provide seven (7) onsite follow-up coaching visits to the district's nine elementary schools to support the literacy leaders in the change process.

3.0 TFSD AGREES TO:

- 3.1 Pay Education Northwest the fixed price of \$170,500 to carry out the scope of work specified in 2.0 above.
- 3.2 Designate and make known to Education Northwest one individual to act as contact person and liaison with Education Northwest.
- 3.3 Provide on-site facilities, staff support and written and visual materials that are necessary for Education Northwest to complete the scope of work specified in 2.0 above.

4.0 GENERAL TERMS AND CONDITIONS:

- 4.1 The period of performance of this agreement shall be from August 1, 2019 to June 30, 2020.
- 4.2 This shall be a fixed price agreement in the amount of \$170,500.

Payment shall be made to Education Northwest upon satisfactory progress in the scope of work and invoice by Education Northwest. The payment schedule shall be:

On or about	August 31, 2019	\$15,500
On or about	September 30, 2019	\$15,500
On or about	October 31, 2019	\$15,500
On or about	November 30, 2019	\$15,500
On or about	December 31, 2019	\$15,500
On or about	January 31, 2020	\$15,500
On or about	February 28, 2020	\$15,500
On or about	March 31, 2020	\$15,500
On or about	April 30, 2020	\$15,500
On or about	May 31, 2020	\$15,500
On or about	June 30, 2020	\$15,500

Payments shall be sent to:

Education Northwest
Unit 34
P.O. Box 4500
Portland, OR 97208-4500

- 4.3 No alteration or variation of the terms of this contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.
- 4.4 In performing services under this agreement Education Northwest is an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship. Education Northwest agrees that all work will be performed in accordance with the highest professional standards.
- 4.5 All materials produced under the terms of this contract shall become the property of TFSD. TFSD hereby grants Education Northwest a nonexclusive license to use these products in carrying out future educational work with other state and local school districts.
- 4.6 In carrying out the work described in 1.0 above, individually identifiable student records may be shared by TFSD with Education Northwest starting on the effective date of this agreement. Education Northwest agrees to comply with the Family Education Rights and Privacy Act (FERPA) by ensuring that the confidential information obtained in any form will be maintained and transmitted in a secure manner, in compliance with Education Northwest Procedure 303-5, Maintaining Security of Personally Identifiable Student and Family Information. Such data will be used only for the purposes of this agreement as stated in 1.0 above and only by representatives of Education Northwest who need access to fulfill these stated purposes. Education Northwest will not disclose any information in

a personally identifiable way and will appropriately dispose of these records within 90 days of the completion of the contract.

- 4.7 The parties hereby agree that no qualified person shall, on the grounds of race, color, creed, national origin, disability, or gender, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this contract. There must be evidence that the contractor is an equal employment opportunity employer as defined by Presidential Executive Orders 11246 (Equal Employment Opportunity) and 13201 (Employee Relations).
- 4.8 Each party affirms that it will maintain business insurance during the term of this agreement as may be required by federal, state, or local laws.
- 4.9 Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from negligent acts or omissions of itself, its employees, its agents, or its Subcontractors, howsoever caused.
- 4.10 This agreement may be terminated by the mutual, written consent of both parties. Upon termination, Education Northwest shall stop work. Education Northwest shall be reimbursed for costs incurred to date of termination upon submission of an invoice within sixty (60) days of the date of termination.

APPROVED:

TWIN FALLS SCHOOL DISTRICT

EDUCATION NORTHWEST

Teresa Jones

(Print or type Signer's Name)

DocuSigned by:

Teresa Jones

Signature 6F4F3...

Barclay Burns, Ph.D.

DocuSigned by:

Barclay Burns

Signature 65C48E...

Title: Director of Elementary Programs

Chief Executive Officer

Date: 2/22/2019

Date: 2/8/2019

REQUEST FOR ADDITIONAL INFORMATION:

Please provide the following information to which Education Northwest should send all invoices. Include all specific names or departments.

Bill to: Twin Falls School District
Attention: Naomi Briggs
Billing Address: 201 Main Avenue W
City: Twin Falls State: ID Zip: 83301
Phone Number: 208.733.6900 Email Address: Briggsna@tfstd.org

**PLEASE NOTE Education Northwest's
REMITTANCE ADDRESS**

Payments to:

Education Northwest
Unit 34
P.O. Box 4500
Portland, OR 97208-4500

Correspondence to:

Education Northwest
Attn: Finance Office
101 SW Main Street, Suite 500
Portland, OR 97204-3213

RENAISSANCE®

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
2150895

Twin Falls School District 411 - 250074
201 Main Ave W
Twin Falls, ID 83301-6103
Contact: Tawnya Bement - (208) 733-6900
Email: bementta@tfstd.org

Reference ID: 336340
Created: 08/16/2019

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,040.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,040.00

This quote includes: Renaissance Accelerated Math and Renaissance Star Math.

By signing below, you

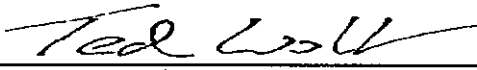
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated 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.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Twin Falls School District 411 - 250074
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 08/16/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive David McMullen at (715)424-3636, Thank You.

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

Quote
2150895

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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Quote
2150895

Quote Details					
Magic Valley High School - 393542					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Math Student Subscription Renewal	08/01/2019 - 07/31/2020	200	\$6.60	\$0.00	\$1,320.00
Star Math Subscription Renewal	08/01/2019 - 07/31/2020	200	\$4.85	\$0.00	\$970.00
Platform Services					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Magic Valley High School Total				\$0.00	\$3,040.00

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**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: primarytherapyvsource2@yahoo.com

Physical Therapists: Teresa Prine, MSPT, PCS; Jackie Dux-Price
Libby Bigelow, DPT; Levi Crane, DPT, David Fowers,
PTA, Ross Gardner, 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 24, 2019, 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 1, 2019 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

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 \$10,000.00 for the period of August 1st through November 15th, 2019 as well as display of a Primary Therapy Source banner in the stadium and in the gymnasiums throughout the 2019-2020 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.

Service Provider:

Jan Yingst, MPT, PCS
Trish Howard, DPT
Primary Therapy Source, LLC

Date _____

Title or Position

Date _____



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 Schools 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: Joshua Dowd Position: OT
 Assignment Start Date: 08/26/19 tentative Assignment End Date: 05/22/20 tentative
 Bill Rate per Hour: \$ 78/hr Minimum Hours: 40 hours/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:

 8/20/2019
 Client Signature
 Mike Gemar
 Client Printed Name
 Director Support Services
 Client Title

DocuSigned by:

 8/20/2019
 Soliant Health, Inc. Signature
 Blake Christy
 Soliant Health, Inc. Printed Name
 Senior 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.**



South Central Public Health District

Prevent. Promote. Protect.



Public Health

Prevent. Promote. Protect.

Idaho Public Health Districts

SCHOOL HEALTH SERVICES CONTRACT FOR SCHOOL YEAR 2019-2020

THIS AGREEMENT is entered into on this 20th day of August 2019, between South Central Public Health District (hereinafter referred to as "SCPHD") and Twin Falls School District #411 (hereinafter referred to as the "School District").

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

ARTICLE 1. SCOPE OF SERVICES

SCPHD will also provide consultation to the school nurses in areas of communicable disease investigation and prevention. This will also include questions regarding immunization schedules and appropriate vaccines for specific students.

SCPHD will provide the following to the School District:

1. Provide guidance to Twin Falls School District nurses (school nurses) in developing school nursing policies. These policies will be used to update the policy manual, developed in the 2018-2019 school year.
2. Consultation is available from SCPHD staff. Consultation may be requested on a variety of topics. SCPHD staff outside nurses include: Women Infant and Children program nutritionists; health educators with special knowledge of smoking cessation and diabetes education, and environmental health specialists. Examples of ongoing school nurse consultation services may be related to:
 - a. The completion of medical care plans
 - b. School immunization requirements
 - c. Vision and other school-based screenings
 - d. Medication administration
 - e. Health, puberty, STD and other educational topics
 - f. Other school-based services, as recommended by the National Association of School Nurses (NAN) and the School Nurse Organization of Idaho (SNOI)
3. SCPHD staff will make available information on trainings that may be of interest to the school nurses. Information on upcoming training opportunities related to school and child health will be sent to the school nurses as it becomes available.
4. Consultation for school administration is available as necessary



South Central Public Health District

Prevent. Promote. Protect.



Public Health
Prevent. Promote. Protect.
Idaho Public Health Districts

SCPHD will not provide:

1. Direct supervision or evaluation of nurses
2. Funds for travel, training or supplies
3. Any medical services, such as feeding tubes or catheters

ARTICLE 2. ALLOWABLE COSTS FOR SERVICE

The School District agrees to contract at the following rate and will pay SCPHD as agreed for the above-mentioned services.

Flat fee of \$7000 for services rendered.

ARTICLE 3. EFFECTIVE DATE, TERMINATION AND AMENDMENT

This agreement shall become effective 8/20, 2019, and terminate June 30, 2020.

- A. All or any part of it may be modified or amended at any time by joint agreement in writing by the School District and SCPHD.
- B. This contract may be terminated either by the School District or SCPHD upon 60 days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement

Melody Bowyer

Melody Bowyer, District Director
South Central Public Health District
1020 Washington St. N
Twin Falls, ID 83301-3156

Aug 20, 19

Date

Brady Dickinson

Brady Dickinson, Superintendent
Twin Falls School District, #411
201 Main Ave. W
Twin Falls, ID 83301

8/20/19

Date



Date: 8/19/2019
Order Number: Q-125236
Revision: 4
Order Form Expiration Date: 6/21/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 229804
Customer Name: Twin Falls School District 411
Billing Address: 201 Main Ave W
Twin Falls, ID 83301-6197

Products and Services

Twin Falls School District 411

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Health and PE Library - Program License	40	6/3/2019	6/2/2020	12
Courseware: Core Library - Program License	180	6/3/2019	6/2/2020	12
Courseware Silver Package	1	Year 1	***	12
Twin Falls School District 411 Subtotal:				\$16,580.00

Subtotal:	\$16,580.00
Estimated Tax:	\$0.00
Total US Funds:	\$16,580.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to

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Date: 8/19/2019
Order Number: Q-125236
Revision: 4
Order Form Expiration Date: 6/21/2019

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: Director of Secondary Programs

Date: 8.23.2019

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Date: 8/19/2019
Order Number: Q-125236
Revision: 4
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ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Elementary Semester	\$1,600.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses = days, Career/College Pathways, Active Yearly per Student = days, Active monthly = 3 days.

Career and College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Roles and Responsibilities:

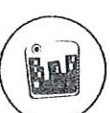
Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.

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Date: 8/19/2019
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ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

- Printable access to an enrolled student's transcript.

Your Responsibilities

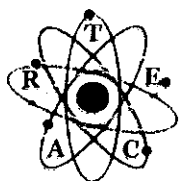
You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





ARTEC RPTCS
Regional Professional Technical Charter Schools

310 10th Street
Rupert, ID 83350
Business Office (208) 436-4727
Andy Wiseman, Director (208) 308-6512
Dr. Gaylen Smyer, Principal (208) 260-8883

Memorandum of Understanding (MOU)

To: Twin Falls School District #411 Board of Trustees – Canyon Ridge High School

From: Andy Wiseman, ARTEC RPTCS & ARTE I RPTCS – Director

Date: July 24, 2019

For the school year 2019-2020, ARTEC RPTCS (Regional Professional Technical Charter School) and the Twin Falls School District #411 agree to provide educational services in the Media Technology/Graphic Design and Photography and Health Professions/C.N.A. programs to identified ARTEC RPTCS students according to the following terms:

- 1) The Superintendent of Schools or designee and the ARTEC RPTCS Director shall jointly approve the ARTEC RPTCS students to be served as evidence in the ISEE Attendance Report. Written parental notification will be provided by the Twin Falls School District #411.
- 2) Twin Falls School District #411 agrees to:
 - a. Provide adequate facilities, equipment, materials, and supplies for the Media Technology/Graphics Design and Photography and Health Professions/C.N.A. programs, as well as for the integrated academic classes.
 - b. Provide daily supervision for the Media Technology/Graphic Design and Photography and Health Professions/C.N.A. teachers and students by a certificated Administrator.
 - c. Provide the supervision and evaluation for the Media Technology/Graphic Design and Photography and Health Professions/C.N.A. employees required by Idaho Code for the certificated and non-certificated employees.
 - d. Submit Student average daily attendance (ADA) reports to the ARTEC RPTCS fiscal agent, Minidoka County School District.
 - e. Submit student grade and other needed student data in Excel format as requested to ARTEC RPTCS.
 - f. Assign a School District Administrator as the on-site Administrator for the ARTEC RPTCS programs, teachers, and students attending school in Twin Falls School District #411 facilities. The on-site Administrator will be responsible to communicate regularly with the ARTEC RPTCS Director and/or Principal and to attend ARTEC RPTCS site Principal Meetings as called by the ARTEC RPTCS Director and/or Principal.
 - g. Provide Special Education and 504 services as needed to ARTEC RPTCS students.
 - h. Provide property and liability insurance coverage for facilities, district personnel, visitors, and students in the ARTEC RTPCS programs.

- i. Operate the Media Technology/Graphics Design and Photography and Health Professions/C.N.A. programs according to the Twin Falls District #411 and according to this MOU.
 - j. Meet the requirements of the Idaho Division of Career-Technical Education (CTE) for Regional Professional Technical Charter School programs, including the requirement for such programs to be approved as high end or meeting high end alternatives of the Career-Technical School programs as approved by the Idaho Division of Career-Technical Education which includes, but may not be limited to:
 - i. The Career-Technical teacher must hold at least one industry certification and appropriate Career-Technical certification.
 - ii. Programs must include a relevant student organization as per the Idaho CTE High End Standards.
 - iii. Programs based on Industry Standards, must provide at least one paid or unpaid industry work experience opportunity prior to graduation as per the Idaho CTE High End Standards.
 - iv. Programs must include an end of program nationally recognized industry certification test and/or CTE state or national approved end of program assessment as per the Idaho CTE High End Standards.
 - v. Programs must involve at least one academic teacher who works with the technical teacher to develop and present integrated academic/technical projects to both classes during the year.
 - vi. Programs must have a functioning advisory committee with an industry chairperson and hold at least two official meetings per year.
 - vii. Programs must offer at least one dual credit class with texts and supplies to be provided by the district; the optional college credit tuition to be paid by either the district or the student at the district's discretion.
 - viii. Programs must provide evidence of an industry certification made available to the students.
 - ix. Programs will incorporate soft skills into the curriculum as approved by the Board of Directors of ARTEC RPTCS.
 - x. Programs will be reviewed annually by administrative staff based upon the criteria in this agreement.
 - k. Submit annual financial report to ARTEC RPTCS accounting for ARTEC RPTCS funds received.
 - l. Submit annual Site Principal assessment of ARTEC RPTCS services.
 - m. Assure that site principals notify parents of ARTEC RPTCS enrollment and provide opportunity to opt out.
 - n. Strive to keep ARTEC RPTCS students as ARTEC RPTCS students from beginning to end of program.
 - o. Assist ARTEC RPTCS in tracking ARTEC RPTCS graduate program completers according to the ARTEC RPTCS policy.
 - p. Maintain an inventory, care for and account for equipment allocated from ARTEC RPTCS just as the district does for equipment from federal fund grants.
- 3) ARTEC RPTCS agrees to:
- a. Compensate the Twin Falls School District #411 for the salary and state compensated fringe benefits according to the Idaho Career Ladder Apportionment Salary Index for the Media Technology/Graphic Design and Photography and Health Professions/C.N.A. teachers for the school year 2019-2020. Approved full-time equivalent (FTE) teachers are 2.0 FTE teachers. (1.0 each for Media Technology/Graphic Design and Photography and Health Professions/C.N.A.). Teacher's salary and reimbursements will be prorated in the event that ADA requirements are not met for each approved ARTEC RPTCS programs.
 - b. Compensated Twin Falls School District #411 in the amount of \$30,500 per classroom unit for utility expenses, equipment, supplies and materials and other related program costs with at least 12 FTE ARTEC RPTCS students constituting a classroom unit. This amount will be prorated in the event that at least 12 FTE ADA students are not in attendance for each approved full-time program for the school year. SDE (Idaho State Department of Education) data will be used to confirm ADA

- data. The Twin Falls School District #411 Engineering and Health Professions/C.N.A. ARTEC RPTCS programs are approved for 2.0 classroom units.
- c. Provide staff development to technical and academic teachers providing instructions to ARTEC RPTCS students and teacher stipends for staff development. ARTEC RPTCS will strive to avoid school days for staff development activities and, to the extent possible will offer staff development during summer break or as online workshops.
 - d. Consult frequently with the supervising Twin Falls School District High School Vice- Principal who is assigned to supervise the ARTEC RPTCS Programs delivered at the Twin Falls High School.
- 4) Failure to meet the above requirements may result in termination of ARTEC RPTCS status and termination of this MOU agreement at the discretion of the ARTEC RPTCS board.

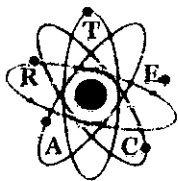
Twin Falls School District #411 – Canyon Ridge High School

By _____ Date _____
Superintendent (signature verifies
Board approval of this agreement)

ARTEC RPTCS & ARTE I

By _____ Date _____
Director (signature verifies Board
approval of this agreement)

****This agreement supersedes all previous agreements. (July 24, 2019)**



ARTE I RPTCS
Regional Professional Technical Charter Schools

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Dr. Gaylen Smyer, Principal (208) 260-8883

Memorandum of Understanding (MOU)

To: Twin Falls School District #411 Board of Trustees – Canyon Ridge High School

From: Andy Wiseman, ARTEC RPTCS & ARTE I RPTCS – Director

Date: July 24, 2019

For the school year 2019-2020, ARTE I RPTCS (Regional Professional Technical Charter School) and the Twin Falls School District #411 agree to provide educational services in the Automated Manufacturing and Engineering programs to identified ARTE I RPTCS students according to the following terms:

- 1) The Superintendent of Schools or designee and the ARTE I RPTCS Director shall jointly approve the ARTE I RPTCS students to be served as evidence in the ISEE Attendance Report. Written parental notification will be provided by the Twin Falls School District #411.
- 2) Twin Falls School District #411 agrees to:
 - a. Provide adequate facilities, equipment, materials, and supplies for the Automated Manufacturing and Engineering programs, as well as for the integrated academic classes.
 - b. Provide daily supervision for the Automated Manufacturing and Engineering teachers and students by a certificated Administrator.
 - c. Provide the supervision and evaluation for the Automated Manufacturing and Engineering employees required by Idaho Code for the certificated and non-certificated employees.
 - d. Submit Student average daily attendance (ADA) reports to the ARTE I RPTCS fiscal agent, Minidoka County School District.
 - e. Submit student grade and other needed student data in Excel format as requested to ARTE I RPTCS.
 - f. Assign a School District Administrator as the on-site Administrator for the ARTE I RPTCS programs, teachers, and students attending school in Twin Falls School District #411 facilities. The on-site Administrator will be responsible to communicate regularly with the ARTE I RPTCS Director and/or Principal and to attend ARTE I RPTCS site Principal Meetings as called by the ARTE I RPTCS Director and/or Principal.
 - g. Provide Special Education and 504 services as needed to ARTE I RPTCS students.
 - h. Provide property and liability insurance coverage for facilities, district personnel, visitors, and students in the ARTE I RPTCS programs.
 - i. Operate the Automated Manufacturing and Engineering programs according to the Twin Falls School District #411 and according to this MOU.

- j. Meet the requirements of the Idaho Division of Career-Technical Education (CTE) for Regional Professional Technical Charter School programs, including the requirement for such programs to be approved as high end or meeting high end alternatives of the Career-Technical School programs as approved by the Idaho Division of Career-Technical Education which includes, but may not be limited to:
 - i. The Career-Technical teacher must hold at least one industry certification and appropriate Career-Technical certification.
 - ii. Programs must include a relevant student organization as per the Idaho CTE High End Standards.
 - iii. Programs based on Industry Standards, must provide at least one paid or unpaid industry work experience opportunity prior to graduation as per the Idaho CTE High End Standards.
 - iv. Programs must include an end of program nationally recognized industry certification test and/or CTE state or national approved end of program assessment as per the Idaho CTE High End Standards.
 - v. Programs must involve at least one academic teacher who works with the technical teacher to develop and present integrated academic/technical projects to both classes during the year.
 - vi. Programs must have a functioning advisory committee with an industry chairperson and hold at least two official meetings per year.
 - vii. Programs must offer at least one dual credit class with texts and supplies to be provided by the district; the optional college credit tuition to be paid by either the district or the student at the district's discretion.
 - viii. Programs must provide evidence of an industry certification made available to the students.
 - ix. Programs will incorporate soft skills into the curriculum as approved by the Board of Directors of ARTE I RPTCS.
 - x. Programs will be reviewed annually by administrative staff based upon the criteria in this agreement.
 - k. Submit annual financial report to ARTE I RPTCS accounting for ARTE I RPTCS funds received.
 - l. Submit annual Site Principal assessment of ARTE I RPTCS services.
 - m. Assure that site principals notify parents of ARTE I RPTCS enrollment and provide opportunity to opt out.
 - n. Strive to keep ARTE I RPTCS students as ARTE I RPTCS students from beginning to end of program.
 - o. Assist ARTE I RPTCS in tracking ARTE I RPTCS graduate program completers according to the ARTE I RPTCS policy.
 - p. Maintain an inventory, care for and account for equipment allocated from ARTE I RPTCS just as the district does for equipment from federal fund grants.
- 3) ARTE I RPTCS agrees to:
- a. Compensate the Twin Falls School District #411 for the salary and state compensated fringe benefits according to the Idaho Career Ladder Apportionment Salary Index for the Automated Manufacturing and Engineering teachers for the school year 2019-2020. Approved full-time equivalent (FTE) teachers are 2.0 FTE teachers. (1.0 each for Automated Manufacturing and Engineering). Teacher's salary and reimbursements will be prorated in the event that ADA requirements are not met for each approved ARTE I RPTCS programs.
 - b. Compensate Twin Falls School District #411 in the amount of \$30,500 per classroom unit for utility expenses, equipment, supplies and materials and other related program costs with at least 12 FTE ARTE I RPTCS students constituting a classroom unit. This amount will be prorated in the event that at least 12 FTE ADA students are not in attendance for each approved full-time program for the school year. SDE (Idaho State Department of Education) data will be used to confirm ADA data. The Twin Falls School District #411 Automated Manufacturing and Engineering ARTE I RPTCS program is approved for 2.0 classroom unit.
 - c. Provide staff development to technical and academic teachers providing instructions to ARTE I RPTCS students and teacher stipends for staff development. ARTE I

RPTCS will strive to avoid school days for staff development activities and, to the extent possible will offer staff development during summer break or as online workshops.

- d. Consult frequently with the supervising Twin Falls School District #411 High School Vice-Principal who is assigned to supervise the ARTE I RPTCS Programs delivered at the Canyon Ridge High School.
- 4) Failure to meet the above requirements may result in termination of ARTE I RPTCS status and termination of this MOU agreement at the discretion of the ARTE I RPTCS board.

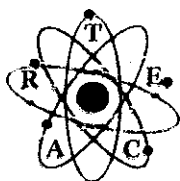
Twin Falls High District #411 – Canyon Ridge High School

By _____ Date _____
Superintendent (signature verifies
Board approval of this agreement)

ARTE I RPTCS

By _____ Date _____
Director (signature verifies Board
approval of this agreement)

****This agreement supersedes all previous agreements. (July 24, 2019)**



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Memorandum of Understanding (MOU)

To: Twin Falls School District #411 Board of Trustees – Twin Falls High School

From: Andy Wiseman, ARTEC RPTCS & ARTE I RPTCS – Director

Date: July 24, 2019

For the school year 2019-2020, ARTEC RPTCS (Regional Professional Technical Charter School) and the Twin Falls School District #411 agree to provide educational services in the Media Technology/Digital Art and Design, Finance Academy, and Health Professions/EMT programs to identified ARTEC RPTCS students according to the following terms:

- 1) The Superintendent of Schools or designee and the ARTEC RPTCS Director shall jointly approve the ARTEC RPTCS students to be served as evidence in the ISEE Attendance Report. Written parental notification will be provided by the Twin Falls School District #411.
- 2) Twin Falls School District #411 agrees to:
 - a. Provide adequate facilities, equipment, materials, and supplies for the Media Technology/Digital Art and Design, Finance Academy, and Health Professions/EMT as well as the integrated academic classes.
 - b. Provide daily supervision for the Media Technology/Digital Art and Design, Finance Academy, and Health Professions/EMT teachers and students by a certificated Administrator.
 - c. Provide the supervision and evaluation for the Media Technology/Digital Art and Design, Finance Academy, and Health Professions/EMT employees required by Idaho Code for the certificated and non-certificated employees.
 - d. Submit Student average daily attendance (ADA) reports to the ARTEC RPTCS fiscal agent, Minidoka County School District.
 - e. Submit student grade and other needed student data in Excel format as requested to ARTEC RPTCS.
 - f. Assign a School District Administrator as the on-site Administrator for the ARTEC RPTCS programs, teachers, and students attending school in Twin Falls School District #411 facilities. The on-site Administrator will be responsible to communicate regularly with the ARTEC RPTCS Director and/or Principal and to attend ARTEC RPTCS site Principal Meetings as called by the ARTEC RPTCS Director and/or Principal.
 - g. Provide Special Education and 504 services as needed to ARTEC RPTCS students.
 - h. Provide property and liability insurance coverage for facilities, district personnel, visitors, and students in the ARTEC RTPCS programs.

- i. Operate the Media Technology/Digital Art and Design, Finance Academy, and Health Professions/EMT programs according to the Twin Falls District #411 and according to this MOU.
 - j. Meet the requirements of the Idaho Division of Career-Technical Education (CTE) for Regional Professional Technical Charter School programs, including the requirement for such programs to be approved as high end or meeting high end alternatives of the Career-Technical School programs as approved by the Idaho Division of Career-Technical Education which includes, but may not be limited to:
 - i. The Career-Technical teacher must hold at least one industry certification and appropriate Career-Technical certification.
 - ii. Programs must include a relevant student organization as per the Idaho CTE High End Standards.
 - iii. Programs based on Industry Standards, must provide at least one paid or unpaid industry work experience opportunity prior to graduation as per the Idaho CTE High End Standards.
 - iv. Programs must include an end of program nationally recognized industry certification test and/or CTE state or national approved end of program assessment as per the Idaho CTE High End Standards.
 - v. Programs must involve at least one academic teacher who works with the technical teacher to develop and present integrated academic/technical projects to both classes during the year.
 - vi. Programs must have a functioning advisory committee with an industry chairperson and hold at least two official meetings per year.
 - vii. Programs must offer at least one dual credit class with texts and supplies to be provided by the district; the optional college credit tuition to be paid by either the district or the student at the district's discretion.
 - viii. Programs must provide evidence of an industry certification made available to the students.
 - ix. Programs will incorporate soft skills into the curriculum as approved by the Board of Directors of ARTEC RPTCS.
 - x. Programs will be reviewed annually by administrative staff based upon the criteria in this agreement.
 - k. Submit annual financial report to ARTEC RPTCS accounting for ARTEC RPTCS funds received.
 - l. Submit annual Site Principal assessment of ARTEC RPTCS services.
 - m. Assure that site principals notify parents of ARTEC RPTCS enrollment and provide opportunity to opt out.
 - n. Strive to keep ARTEC RPTCS students as ARTEC RPTCS students from beginning to end of program.
 - o. Assist ARTEC RPTCS in tracking ARTEC RPTCS graduate program completers according to the ARTEC RPTCS policy.
 - p. Maintain an inventory, care for and account for equipment allocated from ARTEC RPTCS just as the district does for equipment from federal fund grants.
- 3) ARTEC RPTCS agrees to:
- a. Compensate the Twin Falls School District #411 for the salary and state compensated fringe benefits according to the Idaho Career Ladder Apportionment Salary Index for the Media Technology/Digital Art and Design, Finance Academy, and Health Professions/EMT teachers for the school year 2019-2020. Approved full-time equivalent (FTE) teachers are 3.0 FTE teachers. (1.0 for Finance Academy - .5 for 2 teachers and 1.0 each for Media Technology/Digital Art and Design, and Health Professions/EMT). Teacher's salary and reimbursements will be prorated in the event that ADA requirements are not met for each approved ARTEC RPTCS programs.
 - b. Compensated Twin Falls School District #411 in the amount of \$30,500 per classroom unit for utility expenses, equipment, supplies and materials and other related program costs with at least 12 FTE ARTEC RPTCS students constituting a classroom unit. This amount will be prorated in the event that at least 12 FTE ADA students are not in attendance for each approved full-time program for the school

year. SDE (Idaho State Department of Education) data will be used to confirm ADA data. The Twin Falls School District #411 Media Technology/Digital Art and Design, Finance Academy, Health Professions/EMT and Information Technology ARTEC RPTCS programs are approved for 3.0 classroom units.

- c. Provide staff development to technical and academic teachers providing instructions to ARTEC RPTCS students and teacher stipends for staff development. ARTEC RPTCS will strive to avoid school days for staff development activities and, to the extent possible will offer staff development during summer break or as online workshops.
 - d. Consult frequently with the supervising Twin Falls School District High School Vice- Principal who is assigned to supervise the ARTEC RPTCS Programs delivered at the Twin Falls High School.
- 4) Failure to meet the above requirements may result in termination of ARTEC RPTCS status and termination of this MOU agreement at the discretion of the ARTEC RPTCS board.

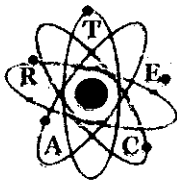
Twin Falls School District #411 – Twin Falls High School

By _____ Date _____
Superintendent (signature verifies
Board approval of this agreement)

ARTEC RPTCS & ARTE I

By _____ Date _____
Director (signature verifies Board
approval of this agreement)

****This agreement supersedes all previous agreements. (July 24, 2019)**



ARTE I RPTCS
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Memorandum of Understanding (MOU)

To: Twin Falls School District #411 Board of Trustees – Twin Falls High School

From: Andy Wiseman, ARTEC RPTCS & ARTE I RPTCS – Director

Date: July 24, 2019

For the school year 2019-2020, ARTE I RPTCS (Regional Professional Technical Charter School) and the Twin Falls School District #411 agree to provide educational services in the Welding and Information Technology programs to identified ARTE I RPTCS students according to the following terms:

- 1) The Superintendent of Schools or designee and the ARTE I RPTCS Director shall jointly approve the ARTE I RPTCS students to be served as evidence in the ISEE Attendance Report. Written parental notification will be provided by the Twin Falls School District #411.
- 2) Twin Falls School District #411 agrees to:
 - a. Provide adequate facilities, equipment, materials, and supplies for the Welding and Information Technology programs, as well as for the integrated academic classes.
 - b. Provide daily supervision for the Welding and Information Technology teachers and students by a certificated Administrator.
 - c. Provide the supervision and evaluation for the Welding and Information Technology employees required by Idaho Code for the certificated and non-certificated employees.
 - d. Submit Student average daily attendance (ADA) reports to the ARTE I RPTCS fiscal agent, Minidoka County School District.
 - e. Submit student grade and other needed student data in Excel format as requested to ARTE I RPTCS.
 - f. Assign a School District Administrator as the on-site Administrator for the ARTE I RPTCS programs, teachers, and students attending school in Twin Falls School District facilities. The on-site Administrator will be responsible to communicate regularly with the ARTE I RPTCS Director and/or Principal and to attend ARTE I RPTCS site Principal Meetings as called by the ARTE I RPTCS Director and/or Principal.
 - g. Provide Special Education and 504 services as needed to ARTE I RPTCS students.
 - h. Provide property and liability insurance coverage for facilities, district personnel, visitors, and students in the ARTE I RPTCS programs.
 - i. Operate the Welding and Information Technology programs according to the Twin Falls School District #411 and according to this MOU.
 - j. Meet the requirements of the Idaho Division of Career-Technical Education (CTE) for Regional Professional Technical Charter School programs, including the requirement for such programs to be approved as high end or meeting high end

alternatives of the Career-Technical School programs as approved by the Idaho Division of Career-Technical Education which includes, but may not be limited to:

- i. The Career-Technical teacher must hold at least one industry certification and appropriate Career-Technical certification.
 - ii. Programs must include a relevant student organization as per the Idaho CTE High End Standards.
 - iii. Programs based on Industry Standards, must provide at least one paid or unpaid industry work experience opportunity prior to graduation as per the Idaho CTE High End Standards.
 - iv. Programs must include an end of program nationally recognized industry certification test and/or CTE state or national approved end of program assessment as per the Idaho CTE High End Standards.
 - v. Programs must involve at least one academic teacher who works with the technical teacher to develop and present integrated academic/technical projects to both classes during the year.
 - vi. Programs must have a functioning advisory committee with an industry chairperson and hold at least two official meetings per year.
 - vii. Programs must offer at least one dual credit class with texts and supplies to be provided by the district; the optional college credit tuition to be paid by either the district or the student at the district's discretion.
 - viii. Programs must provide evidence of an industry certification made available to the students.
 - ix. Programs will incorporate soft skills into the curriculum as approved by the Board of Directors of ARTE I RPTCS.
 - x. Programs will be reviewed annually by administrative staff based upon the criteria in this agreement.
- k. Submit annual financial report to ARTE I RPTCS accounting for ARTE I RPTCS funds received.
 - l. Submit annual Site Principal assessment of ARTE I RPTCS services.
 - m. Assure that site principals notify parents of ARTE I RPTCS enrollment and provide opportunity to opt out.
 - n. Strive to keep ARTE I RPTCS students as ARTE I RPTCS students from beginning to end of program.
 - o. Assist ARTE I RPTCS in tracking ARTE I RPTCS graduate program completers according to the ARTE I RPTCS policy.
 - p. Maintain an inventory, care for and account for equipment allocated from ARTE I RPTCS just as the district does for equipment from federal fund grants.
- 3) ARTE I RPTCS agrees to:
- a. Compensate the Twin Falls School District #411 for the salary and state compensated fringe benefits according to the Idaho Career Ladder Apportionment Salary Index for the Welding and Information Technology teachers for the school year 2019-2020. Approved full-time equivalent (FTE) teachers are 2.0 FTE teacher. (1.0 for Welding and 1.0 for Information Technology). Teacher's salary and reimbursements will be prorated in the event that ADA requirements are not met for each approved ARTE I RPTCS programs.
 - b. Compensated Twin Falls School District #411 in the amount of \$30,500 per classroom unit for utility expenses, equipment, supplies and materials and other related program costs with at least 12 FTE ARTE I RPTCS students constituting a classroom unit. This amount will be prorated in the event that at least 12 FTE ADA students are not in attendance for each approved full-time program for the school year. SDE (Idaho State Department of Education) data will be used to confirm ADA data. The Twin Falls School District #411 Welding and Information Technology ARTE I RPTCS programs are approved for 2.0 classroom units.
 - c. Provide staff development to technical and academic teachers providing instructions to ARTE I RPTCS students and teacher stipends for staff development. ARTE I RPTCS will strive to avoid school days for staff development activities and, to the extent possible will offer staff development during summer break or as online workshops.

- d. Consult frequently with the supervising Twin Falls School District #411 High School Principal who is assigned to supervise the ARTE I RPTCS Programs delivered at the Twin Falls High School.
- 4) Failure to meet the above requirements may result in termination of ARTE I RPTCS status and termination of this MOU agreement at the discretion of the ARTE I RPTCS board.

Twin Falls High District #411 – Twin Falls High School

By _____ Date _____
Superintendent (signature verifies
Board approval of this agreement)

ARTE I RPTCS

By _____ Date _____
Director (signature verifies Board
approval of this agreement)

****This agreement supersedes all previous agreements. (July 24, 2019)**

RENAISSANCE®

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
2150899

Twin Falls School District 411 - 250074
201 Main Ave W
Twin Falls, ID 83301-6103
Contact: Tawnya Bement - (208) 733-6900
Email: bementta@tfsd.org

Reference ID: 336340
Created: 08/16/2019

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,951.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,951.00

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.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Twin Falls School District 411 - 250074
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 08/16/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive David McMullen at (715)424-3636, Thank You.

RENAISSANCE®

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
2150899

Quote Details

South Hills Middle School - 6634394

Products & Services

Renaissance Applications

Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	660	\$4.85	\$0.00	\$3,201.00
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Platform Services

Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	\$750.00	\$0.00	\$750.00
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Professional Services

Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
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South Hills Middle School Total				\$0.00	\$3,951.00
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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. Contracts 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 19 day of August, 2019, and remain in effect until the 22 day of August, 2020. 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 16-1601, *et seq.* and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. 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.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:

District and Contractor shall at all times require the written consent or authorization of the parent/guardian/or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

PROFESSIONAL SERVICES:

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33 - 130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

INSURANCE AND LIABILITY:

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Contractual Agreement.

ASSIGNMENT:

This Contractual Agreement shall not be subject to assignment, in whole or in part, by Contractor or by operation of law, so as to authorize any person other than Contractor, or Contractor's employees, to assume the duties subject to this Contractual Agreement without the District's prior written consent.

AMENDMENT:

This Contractual Agreement may be amended at any time with the prior written consent of both parties. Any and all amendments to this Contractual Agreement shall be in writing.

TERMINATION:

This Contractual Agreement may be terminated without cause by either party within thirty (30) days after providing written notice of the intent to terminate to the other party.

Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

DEFAULT:

Upon default by either party, the non-defaulting party may cancel this Contractual Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE:

Time is of the essence in this Contractual Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAIVER BREACH:

The failure of Contractor or the District to insist upon strict performance of any of the terms of this Contractual Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of Contractor or the District.

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 Contractual Agreement:

• **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.
- Adhereto setschedule – 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 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 montl 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 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.

The above items are not to be conscribed 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:

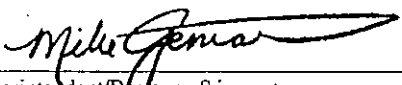
Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month 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 19 day of August, 2019



Superintendent/Designee Signature
Twin Falls School District #411



Positive Connections, LLC

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 31 day of May, 2018 ("Effective Date") by and between Canyon Ridge High School ("School") and St. Luke's Magic Valley Regional Medical Center, Ltd., a tax exempt Idaho not for profit corporation ("St. Luke's").

RECITALS

- A. St. Luke's operates St. Luke's Sports Medicine, which provides athletic training services, athletic training educational services, and related services (hereafter, "Services") in Southwestern Idaho, including in the city of Twin Falls, Idaho.
- B. School desires to obtain Services to support its sports teams and to provide athletic training education to high school or college student who are working for School on a voluntary basis for experience or credit hours ("Student Athletic Trainer");
- C. St. Luke's employs athletic trainers and other personnel who are qualified to provide Services to School's students.
- D. School desires to engage St. Luke's to provide such Services.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. St. Luke's Responsibilities for Athletic Training Services

St. Luke's shall provide Services to School through St. Luke's personnel for up to the maximum average monthly hours of personnel time set forth in Exhibit A, which is incorporated as if set forth herein, including:

- A. Appoint one of its employees who is a qualified as an Athletic Trainer, Certified ("ATC") to provide or coordinate the Services under this Agreement. Notwithstanding the appointment of a particular ATC to provide Services to School, St. Luke's may, with School's acceptance, which consent shall not be unreasonably withheld, provide Services under this agreement through other appropriate St. Luke's personnel.
- B. Through the ATC and such other personnel as may be engaged in providing Services, St. Luke's shall:
 - 1. Cover the athletic event events as selected by the School and communicated to St. Luke's in advance.

2. Assist in the development of a student athletic training program for Student Athletic Trainers and, if applicable, provide School with evaluations for Student Athletic Trainers.
3. Be responsible for ordering of athletic training supplies in a timely manner and in conjunction with the approval of the School. Notwithstanding the foregoing, School shall be solely responsible for the cost and storage of such supplies.
4. Prepare and maintain athletic supply kits for each team on the schedule for that team's use throughout the season.
5. Recommend athletic training room equipment for School to consider purchasing.
6. Develop and implement an injury documentation system to capture injuries of the students participating in the School's athletic program.
7. Be available to the School's coaches for consultation regarding performance enhancement, including warm-up routines, strength training, conditioning, and off-season programs.
8. Within the scope of the training and licensure of the personnel providing Services under this Agreement, assist with treatment of athletic injuries under direction of the team physician and, if applicable, the athlete's personal physician or physical therapist. Notwithstanding the foregoing, St. Luke's shall not be responsible for providing assistance with treatment of athletes participating in activities that are non-sanctioned by the Idaho High School Activities Association (for example, Rugby, Lacrosse, and Hockey).
9. Consult with team physician, the injured athlete's personal physician (if one is established), or physical therapist regarding the injured athlete's ability to return to practice or play sports. Notwithstanding the foregoing, School acknowledges and agrees that the decision as to whether an athlete should return to practice or play sports rests entirely with the team physician or the athlete's personal physician.
10. Be available for School's in-service education training sessions as scheduled.
11. Have the ability to provide athletes with referral information to St. Luke's medical professionals upon request by the athlete's parents.

Section 2. Provider Qualifications and Requirements

- A. All personnel provided by St. Luke's to fulfill its obligations under this Agreement shall (1) have a current Idaho license to perform the associated Services, if such license is required (2) have appropriate training and experience for the provision of Services contemplated under this Agreement, and (3) be acceptable to School, which acceptance shall not unreasonably be withheld.
- B. All St. Luke's' personnel shall abide by the School's applicable policies and rules and regulations when performing Services hereunder to the extent such policies, rules and regulations do not conflict with St. Luke's policies and procedures.
- C. The ATC shall have the following qualifications:
 - (1) A Bachelor degree in Athletic Training or other applicable degree or comparable experience, at St. Luke's discretion;
 - (2) Certification by the National Athletic Trainers' Association Board of Certification (NATABOC);
 - (3) Be qualified to perform CPR services; and
 - (4) Minimum of two years of experience as an ATC at secondary level or comparable experience, preferred but not required.
 - (5) Licensure issued by the Idaho State Board of Medicine to practice as an Athletic Trainer in Idaho.
- D. St. Luke's, and its employees and associates, in the performance of the obligations and duties under this Agreement, shall also comply with all applicable laws, rules and regulations of governmental authorities and the clinical and ethical standards of their respective professional associations.

Section 3. School Responsibilities

- A. Compensation. In consideration of the athletic training and educational Services specified in this Agreement, School shall pay to St. Luke's the amount of \$25,000 per school year. Compensation shall be paid in 10 monthly installments of \$2,500 for Services provided during the calendar year. The contracted amount is subject to an annual 3% rate increase.
- B. School agrees that the St. Luke's Sports Medicine Coordinator, currently Lisa Cameron, will be responsible for scheduling the work of all personnel, including the ATC, providing services under this Agreement. School agrees to provide advance notice to the Sports Medicine Coordinator of its desire to schedule St. Luke's personnel for events and assignments under this

Agreement. St. Luke's shall make good faith efforts to accommodate School's scheduling requests, but School acknowledges that St. Luke's personnel shall not be required to provide Services on any of St. Luke's or School's designated holidays.

- C. Facilities. School will provide adequate training room space and equipment in which the athletic training program can be safely and professionally conducted. Whenever possible, School will consult with the ATC prior to making changes, additions or otherwise obligating space needed for the training room space and equipment.
- D. Additional Services. School shall also ensure that:
 - (1) St. Luke's Sports Medicine is recognized as the official provider of Athletic Training services in public address announcements during games when possible and when such services are present.
 - (2) St. Luke's is recognized in all of School's programs and flyers at School's expense.
 - (3) St. Luke's will be given the opportunity and space in a prominent location to display two (2) banners, which measure in size a minimum of two (2) feet high by six (6) feet in length, advertising St. Luke's, at each covered event.
 - (4) School shall provide to St. Luke's correct dates and times for all Covered Events in a timely manner.

Section 4. Independent Contractors.

- A. In performing the work, duties, and obligations under this Agreement, St. Luke's, and its employees, will at all times be acting and performing as independent contractors. School shall neither have nor exercise any control or discretion over the methods by which St. Luke's or its employees perform their work and functions, except that St. Luke's agrees that each employee shall comply with the terms of this Agreement.
- B. Responsibility for Salaries. St. Luke's shall be solely responsible for all salaries, compensation, benefits or other consideration paid to the ATCs and any other St. Luke's employees and agents, and St. Luke's, its employees and agents shall not be entitled to any of the benefits which School provides for School employees. School will not withhold on behalf of St. Luke's or St. Luke's' agents or employees any sums for federal or state income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body. All such payments, withholding and benefits, if any, with respect to Services rendered under

this Agreement are the sole responsibility of St. Luke's, which responsibility St. Luke's agrees to carry out as required by applicable law.

- C. School Retains Control of its Employees and Facilities. Notwithstanding anything expressed or implied in this Agreement to the contrary, School shall have and retain exclusive control and authority over School employees and exclusive control and authority over the management, operation and use of all School facilities.

Section 5. Term and Termination.

- A. This Agreement shall be in effect for 24 months, beginning Aug 6, 2018 and ending on Aug 6, 2020.
- B. Either party may terminate this agreement due to the breach of the other party of the terms of the Agreement, provided that the terminating party has given the other party thirty (30) days' prior written notice specifying the breach, and the breaching party has failed to correct the breach within said thirty (30) day period.
- C. Either party may terminate this Agreement upon 90 days' written notice.

Section 6. Notice.

Any notice required to be given under this Agreement from one party to the other shall be deemed given when delivered personally or by certified mail, return receipt requested, addressed to the party in question at the following address:

To St. Luke's: St. Luke's Magic Regional Valley Medical Center, Ltd.
801 Pole Line Rd. W.
Twin Falls, ID 83301
Attn: Sam Spencer, Senior Director of Surgical Practices

To School: Canyon Ridge High School
300 N. College Rd W.
Twin Falls, ID 83301
Attn: Lonnie Ahlquist, Athletic Director

Notice sent by mail shall be deemed to have been delivered on the date delivery as indicated on the certified mail receipt or the date of personal delivery.

Section 7. Liability Insurance.

- A. St. Luke's shall maintain professional liability insurance covering the acts or omissions of its employed personnel providing Services under this Agreement. St. Luke's also agrees to maintain worker's compensation and

all other forms of insurance required of employers in the State of Idaho. St. Luke's will notify School as soon as practical in the event of any proposed or actual cancellation, or significant change in coverage for any St. Luke's professional liability insurance.

- B. School shall maintain comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate during the term of this Agreement. School shall encourage all student athletes to maintain health insurance coverage.

Section 8. Indemnity.

St. Luke's agrees to indemnify and hold harmless School from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever, caused by St. Luke's, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or in connection with, or incidental St. Luke's performance of services pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

School agrees to indemnify and hold harmless St. Luke's from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever, caused by School, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or in connection with, or incidental to performance of services pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

Section 9. Entire Agreement and Amendment.

This Agreement contains the entire agreement of the parties. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force for effect. This Agreement may be modified by a written amendment executed by both parties.

Section 10. Approval.

Any approval required by a party to this Agreement will not be unreasonably withheld.

Section 11. Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of Idaho.

Section 12. Severability.

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 13. Remedies.

Each party shall be entitled to all rights and remedies provided at law or in equity for the breach of the terms of this Agreement, including the right of the prevailing party to receive reasonable attorney's fees and costs incurred in the enforcement of the terms of this Agreement.

Section 14. Cooperation.

Each party shall cooperate with the other in good faith to resolve day-to-day matters affecting this Agreement and the effective delivery of athletic training and educational Services contemplated under this Agreement.

Section 15. Assignment.

Neither party can assign this Agreement without the express, written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 16. No Third-Party Beneficiaries.

Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein.

Section 17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 18. Entire Agreement.

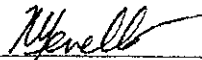
This Agreement, the Exhibits, and any addenda attached hereto constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, there being no prior written or oral promises or representation not incorporated herein with respect to such matters.

Section 19. Authority.

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. This Agreement is binding upon each party in accordance with its terms.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective as of the Effective Date above.

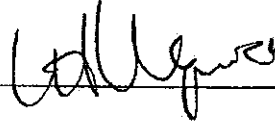
ST. LUKE'S MAGIC VALLEY REGIONAL
MEDICALCENTER, LTD.



By: Michael Fenello
Its: Administrator

Date: 6-5-18

CANYON RIDGE HIGH SCHOOL



By: Lonnie Ahlquist
Its: Athletic Director

Date: 5-31-2018

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$25,000 per year, payable in 10 monthly installments. In return, St. Luke's shall provide a full time Athletic trainer (average 40 hours/week) . Hours may vary by month depending on the high school's athletic training service needs according to their academic and sports calendars.