

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
19/20 yr.	Body Balance Physical Therapy	\$80.00/hr.
19/20 yr.	Kristi Kulik, ASL interpreter	\$40.00/hr.
19/20 yr.	ProActive Advantage, LLC	\$36.00 to \$17.00/hr.

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



Twin Falls School District Support Services

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

Service Provider Agreement

THIS AGREEMENT, entered into on this 9 day of September 2019 between David Hutchison, CEO & Owner "Body Balance Physical Therapy", Physical Therapist, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2019-2020;

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

ARTICLE 1. TERMS OF AGREEMENT

The period of this agreement will commence on the 9 of September, 2019 and remain in effect until the 1 day of September, 2020.

ARTICLE 2. RELATIONSHIP OF PARTIES

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

ARTICLE 3. CONFIDENTIALITY OF PARTIES

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

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

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

ARTICLE 5. PROVIDER LICENCE

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

ARTICLE 6. INSURANCE AND LIABILITY

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

ARTICLE 7. AMENDMENT/TERMINATION

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

ARTICLE 8. NON-DISCRIMINATION

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

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES

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

ARTICLE 10. DISTRICT OBLIGATION

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

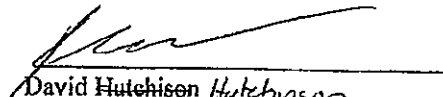
Contract Continued
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ARTICLE 11. COMPENSATION FOR SERVICES

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

ARTICLE 12: NON-SOLICITATION OF EMPLOYEES

Throughout the term of the Employee's employment with the Company and for a period of eighteen (18) months after termination of such employment for any reason (the "Non-Solicitation Period"), the Employee agrees not to directly or indirectly induce, recruit or solicit any of the Company's other employees to terminate their employment or enter into another employment arrangement with the Employee or a third party.


David Hutchison Hutchinson
CEO & Owner
Body Balance Physical Therapy


Michael Gemar
Director Support Services

Service Provider Agreement

THIS AGREEMENT, entered into on this 25th day of July 2019 between Kristi Kulik, *ASL Interpreter*, (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2019-2020; The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of this agreement will commence on the 25th of July 2019 and remain in effect until the 21st day of May, 2020.

ARTICLE 2. RELATIONSHIP OF PARTIES

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

ARTICLE 3. CONFIDENTIALITY OF PARTIES

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

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

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

ARTICLE 5. PROVIDER LICENCE

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

ARTICLE 6. INSURANCE AND LIABILITY

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

ARTICLE 7. AMENDMENT/TERMINATION

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

ARTICLE 8. NON-DISCRIMINATION

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

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES

Provider agrees to provide services to Twin Falls School District students who qualify for services via an evaluation team process. Provider will provide ASL Interpreting services. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

ARTICLE 10. DISTRICT OBLIGATION

Twin Falls School District will provide notice to the provider of meetings in advance if the ASL Interpreter is required to attend.

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$ 40.00 per hour based on 7 Hours per day for the duration of the contract payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

Date 9.5.19


Kristi Kulik

Date 9-5-19



Michel Gemar
Director Support Services
Twin Falls School District
301 Main Ave W
Twin Falls, ID 83301

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 ProActive Advantage, LLC (hereinafter referred to as "Contractor").

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

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

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this Contractual Agreement will commence on the 18 day of September, 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 evidence 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 CBRS/BI workers to provide behavioral services requested by school district. Assure that CBRS/BI staff has the required training needed to keep and maintain licensure/certification.
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contractor will provide the district with assurance that all licensure and certification of CBRS/BI staff is current.
- Must wear a picture identification and /or obtain a visitor's identification badge from the school at the time of the each visit.
- Must wear appropriate clothing for a school setting.
- Adhere to set schedule – arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- Do not violate the right of privacy of any student by using any information randomly obtained by observing other students as service reference to make contact with parents to sell or contract them to services from your agency.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- The special education teacher and/or general education teacher is the instructional leader in the classroom. At no time should a service provider assume that their judgment for instructional implementation or supervision of an individual/class can supersede the teacher or school staff member.
- Notify the Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services director in writing of any incidents that involve Twin Falls students immediately
- Be cooperative when resolving conflicts with school/district staff.
- Provide CBRS staff to provide behavioral services in Day Treatment and STEP classrooms as well as all secondary schools
- Provide staff for Day Treatment Summer School
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with : schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation that supervision to Twin Falls School District monthly or as requested.
- Agency CBRS/BI staff will attend IEP meetings when invited by the district
- Contractor will provide psychological diagnostic evaluation as requested by the district.
- BI Paraprofessionals will comply with the district operational procedures and will fulfill services and responsibilities. BI Paraprofessionals must be supervised by a licensed BI Professional, Special Education Teacher, or the appropriate professional and are in compliance with the different therapy's licensing rules for qualifications, supervision and service requirements.

School/District responsibilities include:

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

GOVERNANCE:

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

ATTORNEY FEES:

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

DISPUTE RESOLUTION:

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

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

COMPENSATION/BILLING:

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

The district agrees to pay the Contractor at a rate of \$32 per hour for 96152HN Behavioral Intervention BS or BA, 96152HO Professional services \$36 per hour, \$26 per hour for non-medicaid billable services and \$8 per hour for group services for the duration of the contract. The district agrees to pay the contractor \$17 per hour for BI Paraprofessional services. The district will pay the contractor \$200 a month to complete paperwork. The District agrees to pay the contractor \$100 for each diagnostic assessment completed.

COMPLETE STATE OF TERMS:

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

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 18 day of September, 2019



Superintendent/Designee Signature
Twin Falls School District #411

 - CEO
ProActive Advantage