

Twin Falls School District

Service Contracts Winter 2020

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Andrea Honigsfeld & Associates

Andrea Honigsfeld and Associates, S Corp.

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North Bellmore, NY 11710
516-662-1965
ahonigsfeld@gmail.com
<http://andreahonigsfeld.com>**

EIN: 81-3869147

**Virtual Professional Learning Proposal
Submitted to Twin Falls School District**

For October 29, 2020

Offered by Dr. Andrea Honigsfeld

Collaboration and Coteaching for English Learners

(Based on <https://us.corwin.com/en-us/nam/collaborating-for-english-learners/book261045>)

The goal of this 2-part 4-hour webinar is twofold: (1) to help participating educators engage in critical conversations, reflections, and action planning around collaborative practices for ELLs and students with disabilities, (2) to review, evaluate, and adapt the collaborative instructional cycle as well as the seven coteaching models (Honigsfeld & Dove, 2010; 2015); (Dove & Honigsfeld, 2018) that promote an integrated service delivery in K-12 instructional settings.

The 4-hour session will consist of 2 modules with a 10-minute break between them.

Module 1: Collaborative Planning and Assessment Practices Delivery

In this module, we will focus on two collaborative practices that all teachers may engage in if they work with students with disabilities (SWDs), English learners, dual language learners, multilingual learners, or other culturally and linguistically diverse (CLD) student populations in any program model or context. Teachers should not be planning instruction alone and should regularly examine student data together to design differentiated instruction and ensure student learning.

Participants will

- Explore key considerations for collaborative planning and assessment
- Identify how specific co-planning routines and structures support this collaborative effort
- Discuss practices they can use to respond to diverse learning needs and to enhance collaboration between and among teachers
- Identify 5 different types of supports and scaffolds.
- Organize assessment practices around three major approaches

Module 2: Coteaching Models to Support ELD

The purpose of this module is to review, evaluate, and adapt seven coteaching models that promote an integrated service delivery for the sake of ELs and SWDs in K-12 instructional settings.

Participants will

- Determine how specific co-teaching practices can accommodate the needs of diverse learners and enhance collaboration between coteachers and classroom teachers
- Identify, describe, and evaluate seven coteaching models; view and analyze video clips of coteaching in authentic and realistic situations.
- Compare the advantages and challenges of each of the seven arrangements
- Select, adapt, and combine coteaching arrangements presented that would be feasible for their own teaching situation including identifying specific types of classroom practices that work best in combination with various coteaching models

Additional Information:

Each 2-hour Zoom-supported module will follow this format:

- 50 minutes: Interactive Live Zoom Presentation (Zoom Chat and Answergarden participation)
- 25 minutes: Breakout rooms for teacher discussion on the topic of the module (During this time, teachers work in their assigned Breakout Rooms and share their responses on a specially designed Padlet. The presenter will visit all the rooms during this time.)
- 30 minutes: Return to hole group Zoom session for continued topic exploration
- 15 minutes: Q&A on Zoom

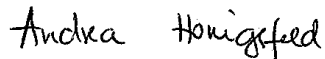
It is highly recommended that coteaching pairs attend this workshop together.

Each participant should receive the following publication <https://us.corwin.com/en-us/nam/collaborating-for-english-learners/book261045>).

Fee structure: \$1000/hour (inclusive of planning, preparation, material development and the right to record all Zoom sessions)

Total Fee: \$4000

Sincerely,



Andrea Honigsfeld, Ed.D.

Boiler Maintenance

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of January, 2021, by and between Twin Falls School District, hereafter called Owner, and Boiler Maintenance LLC, hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Removed & replaced solenoid valve on feed water tank, pulled & cleaned pilot assembly on boiler, pulled & installed new fan motor on 2nd boiler

Location that work is to be performed
at: Harrison Elementary School, 600 Harrison St.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,218.67. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 4th day of January, 2021.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

Twin Falls School District Service Contracts

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

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

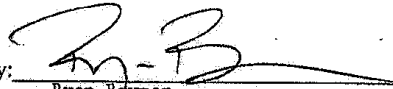
Twin Falls School District Service Contracts

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

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

OWNER:

Twin Falls School District

By: 
Ryan Bowman

Title: Director of Operations & Technology Education

CONTRACTOR:

Boiler Maintenance LLC \$ 1,218.67

Contractor's License #: C-1857

Public Works License # PWC-C-11546-C-4

By: 

Title: Member

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of January, 20 21, by and between Twin Falls School District, hereafter called Owner, and Boiler Maintenance LLC, hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Remove & replace trap in 300 building, replaced face plate on
steam header & piping to vent line on roof

Location that work is to be performed
at: Robert Stuart Middle School, 644 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,342.50. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 4th day of January, 20 21.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

Twin Falls School District Service Contracts

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

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

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

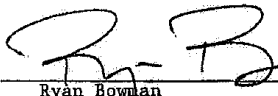
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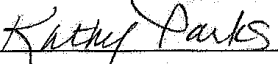
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Boiler Maintenance LLC \$ 1,342.50
Contractor's License #: C-1857
Public Works License # PWC-C-11546-C-4
By: 
Title: Member

Class Wallet Virtual Wallet Account

ClassWallet Master Service Agreement

The terms of this Master Agreement (the "Agreement") apply to the contract for services entered into by Kleo, Inc. d/b/a ClassWallet and Twin Falls School District (hereinafter referred to as the "Client"). This Agreement is subject to change upon written notice by ClassWallet to Client.

1. ClassWallet's Responsibilities.
 - a. ClassWallet shall provide the Client with the services and products listed in Exhibit A (collectively, the "Services").
 - b. During the term specified, ClassWallet shall provide the Client with only those Services for the duration of the Term of this Agreement as listed in Exhibit A.
 - c. Use commercially reasonable efforts to make the Services available 24 hours per day, 7 days per week (99.9% uptime), except for circumstances beyond the control of ClassWallet or scheduled downtime or maintenance.
 - d. Provide the Client with basic support for the Services ordered from ClassWallet during regular business hours, Monday through Friday, excluding the federal bank holidays. Basic support includes phone support for application usage and email correspondence. ClassWallet reserves the right to limit any excessive usage of support services by the Client.
2. Client's Responsibilities.
 - a. Ensure that it and the users mutually authorized by it and ClassWallet ("Users") are in compliance with the terms of this Agreement.
 - b. Ensure that all Users are aware of and in compliance with this Agreement.
3. Fees and Payment for Contracted Services
 - a. Cost for Contracted Services is listed in Exhibit B.
 - b. The Client shall timely pay the fees listed in Exhibit B in accordance with the invoices issued to the Client by ClassWallet. At any time during the Term, the Client may contract with ClassWallet for additional Services.
 - c. Failure by the Client to make timely payments in accordance with the Contract for Services and invoices issued by ClassWallet shall result in an assessment of late charges at the rate of one and a half percent (1.5%) per month or the maximum permitted by the applicable law, if less. In its sole discretion, ClassWallet may suspend or discontinue its obligations to provide Services or make the Services unavailable under this Agreement if any amounts due by the Client are more than thirty (30) days late. The Client agrees to pay, to the extent permitted by law, the expenses of enforcement and collection of any amounts overdue including, without limitation, administrative costs, attorneys' fees and costs, and collection company fees.
 - d. ClassWallet may assess late fees to any delinquent billing account after the grace period has ended. In the event of a returned payment on a billing account or financial aid application, ClassWallet may assess a returned payment fee payable by the Party who submitted the payment.

- e. Fees are subject to increase at the end of the Term.
4. Fund Collection And Remittance
- a. ClassWallet is not a chartered banking entity.
 - b. The Client authorizes ClassWallet to act as an agent for the Client to collect and distribute funds to the Users. Any funds that ClassWallet collects as agent for the Client at the Client's direction shall be retained by ClassWallet and remitted to the Client in accordance with the timelines established for each product. ClassWallet shall hold the funds it collects from the Client in a segregated account titled the "ClassWallet Segregated Account f/b/o Customer" (the "ClassWallet Segregated Account") solely for the purpose of collecting funds from the Client, and remitting them to the Users, as agreed and permitted by law.
 - c. By acting as a conduit between the Client and the Users, ClassWallet exercises no control over the funds other than as contemplated herein. ClassWallet will not commingle its own funds in the ClassWallet Segregated Account. ClassWallet will not use the funds for its own benefit, except as may be explicitly permitted by the Client. ClassWallet reserves the right to deduct any late fees, processing fees, and other fees from the funds in the ClassWallet Segregated Account, as applicable.
 - d. All funds in the ClassWallet Segregated Account shall be the property of the Client.
5. Intellectual Property
- a. ClassWallet grants the Client, and the Client accepts a limited non-transferable and non-exclusive license solely to use the Services for the Term. The Client shall not permit any third party access to the Services and services provided by ClassWallet, unless expressly authorized and agreed to in writing by ClassWallet.
 - b. The Client agrees and acknowledges that the Services are the sole and exclusive property of ClassWallet and/or its suppliers, and that the Client shall not have any right, title, or interest to any such Services or copies thereof, except as expressly authorized in this Agreement. ClassWallet reserves all rights.
 - c. The Client shall not copy, modify, reverse engineer, disassemble, decompile, or make derivative works of the Services provided by ClassWallet, or any portion thereof, and shall not use the Services, or any portion thereof, other than as intended and provided for in this Agreement and the Contract for Services.
 - d. The Client agrees to respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Services or the materials found on the ClassWallet website.
 - e. ClassWallet may modify its Services from time to time
 - f. If the Client desires additional functions or enhancements to the Services provided by ClassWallet, ClassWallet may, in its sole discretion, develop new functions or improvements to the existing Services for additional consideration to be mutually agreed upon. Any updates to the Services, new functions and enhancement shall be the sole property of ClassWallet.

- g. ClassWallet agrees and acknowledges that the Client and the Users own the rights, title and interest in and to all of the non-public data provided to ClassWallet or uploaded to or stored in the Services by the Users and the Client. The Client and the Users grant ClassWallet the right to manipulate, modify, and edit all data provided by ClassWallet in connection with the services and Services provided hereunder. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of, or right to use, all such Client and User data.
- 6. Confidentiality and Privacy
 - a. The Client agrees and acknowledges that the Services, including but not limited to the documentation and software, provided to the Client by ClassWallet constitute valuable, proprietary Services and contain intellectual property and confidential information of ClassWallet and/or its suppliers. Accordingly, the Client agrees not to disclose to any person, other than Users, any non-public portion of the Services, including but not limited to the documentation and any software that may be provided by ClassWallet hereunder. Furthermore, the Client agrees to take all reasonable efforts necessary to preserve the full confidentiality of all non-public portions of the Services provided to it by ClassWallet, including but not limited to any trade secrets.
 - b. In providing services and Services under this Agreement, ClassWallet may receive non-public personal information from the Client and its Users. Such information may be gathered from a variety of transactions and documents. For example, enrollment agreements, applications, and other forms may contain such information. ClassWallet agrees not to disclose non-public, personal information received by it from the Client or its Users, except as: (a) permitted or required by law; (b) authorized by the Client or the Users; or (c) may be necessary to complete a transaction in the ordinary course of business. ClassWallet may share information, such as the transaction history of Users, with the Client, as permitted by law. Please see the ClassWallet privacy policy for additional information.
 - c. ClassWallet acknowledges and agrees that it has implemented security measures, including physical, procedural and electronic safeguards, to protect non-public personal information provided to it and/or uploaded or input to the Services by the Client or the Users from access by unauthorized parties, consistent with applicable law.
- 7. Limitation Of Liability
 - a. IN NO EVENT SHALL CLASSWALLET'S' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT DURING THE TERM.
 - b. IN NO EVENT SHALL CLASSWALLET HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CONTRACT FOR SERVICES WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

- c. CLASSWALLET DOES NOT WARRANT OR GUARANTEE (a) THAT THE CLIENT'S ACCESS TO THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THAT THE WEBSITE OR THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, OR DATA OTHER THAN THAT DESIGNATED IN THE DOCUMENTATION; OR (c) THAT THE QUALITY OF THE SERVICES AND ANY PROFESSIONAL SERVICES PERFORMED IN CONNECTION HERewith WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS. ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY CLASSWALLET TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
 - d. THE SERVICES OR CLASSWALLET WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, DELIVERY FAILURES, AND SIMILAR PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND CLASSWALLET IS NOT RESPONSIBLE FOR, AND SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH, ANY DAMAGES THAT ARISE AS A RESULT OF SUCH PROBLEMS.
- 8. The term (the "Initial Term") of this Agreement shall commence on the 15th of August, 2020 (the "Effective Date") and shall continue for a period of twelve (12) months. Prior to the end of the Initial Term and each "Renewal Term" (as hereafter defined), this Agreement will automatically extend for an additional twelve (12) month period (each, a "Renewal Term") unless either party sends the other party a notice of non-renewal at least thirty (30) days prior to the expiration of the "Term" (as hereafter defined). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term."
- 9. Termination
 - a. If ClassWallet commits a material breach of this Agreement and fails to cure such a breach within thirty (30) days after receipt of written notice of breach from the Client to ClassWallet, then the Client may, by giving notice to ClassWallet, terminate this Agreement.
 - b. If the Client commits a material breach of this Agreement, including but not limited to non-payment or late payment of the applicable fees, ClassWallet may terminate this Agreement upon written notice of such termination to the Client.
 - c. ClassWallet and the Client shall have the right to terminate the Agreement upon written notice to the other party: (a) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (b) upon either party making an assignment for the benefit of creditors, or (c) upon either party's dissolution or ceasing to do business.
 - d. Upon termination of this Agreement for whatever reason, to the extent commercially feasible, ClassWallet shall maintain online Client access to the Client's data for the period of two calendar years from contract termination.
- 10. Use of Name and Logo

Client hereby grants to ClassWallet the express right to use Client's organization name and logo in marketing, sales, financial, and public relations materials and other communications,

including but not limited to email announcements, newsletters and marketing, banners, investor presentations, printed collateral, solely to identify Customer as a ClassWallet customer. ClassWallet hereby grants to Client the express right to use ClassWallet's name and logo solely to identify ClassWallet as a provider of services to Client. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

11. Force Majeure

Neither ClassWallet nor the Client shall be liable for any delay or default in performing hereunder if and to the extent such delay or default is caused by conditions beyond its control, including but not limited to act of God, war, fire, terrorist act, act or order of the government, labor dispute, network outages, or transportations delays, or delays associated with the performance of third parties or vendors not under the direct or indirect control of the non-performing party. The affected party will promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans to implement a work-around solution.

12. Errors

Occasionally, even though it is outside of the scope of services regularly provided by ClassWallet and it is not required to do so, ClassWallet may assist the Client with data entry into the Services provided hereunder. The Client agrees that ClassWallet is not responsible for any errors or omissions that might occur during the data entry process.

13. Survival

Upon the expiration or termination of this Agreement, the obligations of ClassWallet and the Client to each other shall come to an end, except that the provisions of Section 5 (Intellectual Property), Section 6 (Confidentiality And Privacy), Section 7 (Indemnification) and Section 8 (Limitation Of Liability) shall survive and remain in full force and effect.

14. Arbitration

Upon the demand of the Client or ClassWallet, any dispute concerning the parties' duties or liabilities shall be resolved by binding arbitration in accordance with the terms of this Agreement. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator, as the parties shall mutually agree upon in accordance with the AAA Commercial Arbitration Rules. All disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision. The arbitration shall be conducted at a location in Miami, Florida selected by the AAA or other administrator. All statutes of limitation applicable to any dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

15. Governing Law

This Agreement and the rights and obligations and relations of the Parties hereto shall be governed by the laws of the State of Idaho.

16. Notices

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

To ClassWallet:

ClassWallet
6100 Hollywood Blvd
Suite 108
Hollywood, FL 33024

To The Client:

Brady Dickinson

Bob Seaman

Rachel Youren

Michelle Lucas

17. Severability

If any provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of this Agreement.

18. Waiver

The waiver by ClassWallet of the breach of any provision of this Agreement on the part of the Client, shall not operate nor be construed as a waiver of any subsequent breach or deprive ClassWallet of the right to enforce thereafter that provision or any other provision of this Agreement.

19. Non-Assignability

The Client may not assign this Agreement nor any rights hereunder without the prior written consent of ClassWallet.

20. Entire Agreement

Twin Falls School District Service Contracts

This Agreement, as may be updated or amended from time to time by ClassWallet, together with the Contract for Services, and the documents incorporated therein, constitute the entire agreement of ClassWallet and the Client as to the matters contained therein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement and the Contract for Services.

Client

By: Brady Dickinson

Print: Brady Dickinson

Title: Superintendent

Date: 09/04/2020

ClassWallet

By: Jamie Rosenberg

Print: Jamie Rosenberg

Title: CEO

Date: 09/04/2020

Exhibit A – Product, Services and Fees

Schedule of Fees

Available Product and Service Modules	Per Student
E-Commerce Module	Included
Amazon	\$1.00
Reimbursement Tool	\$0.35
Debit Card Management	\$25 (per card)

Notional Virtual Wallet Account

Through ClassWallet, each account holder is provided a virtual wallet. The Client allocates a balance to each virtual wallet account which indicates to the account holder how much they are able to spend. Account holders can access and view their balance through any electronic device: computer, tablet or smartphone.

ClassWallet holds Client funds in one omnibus bank account and acts as the record keeper and as the financial intermediary between the Client, the omnibus bank account, the parent, and the provider.

Account holders can spend the funds through any one of ClassWallet features:

- Debit card
- Online bill pay transaction
- Integrated ecommerce marketplace purchase
- Reimbursement request

After payments are verified, ClassWallet facilitates the payment from the omnibus account.

Virtual wallet accounts can be:

- Loaded periodically, at any frequency the Client determines appropriate
- Suspended
- De-funded and funds returned to the Client

The account holder cannot make deposits into the virtual wallet account. Only Client administrators can fund virtual wallet accounts.

Restrictions

The Client may establish restrictions on which payment features - debit card, online bill pay, marketplace, reimbursement - it shall make available to the account holders. All individual accounts will default to these restrictions unless different restrictions are assigned to a particular account.

Other Information

ClassWallet will support all outstanding balances in account holders' virtual wallet accounts after the contract period.

Integrated Ecommerce Marketplace

The ClassWallet solution is unique in that it has an integrated ecommerce marketplace that allows users to spend dollars from their virtual wallets without having to use a debit card at all.

Account holders log into their ClassWallet account and then through the marketplace select which vendor they will like to shop from. Today over 40 leading brands are incorporated into the marketplace including Amazon, Scholastic, School Specialty, Really Good Stuff and many others that sell education materials exclusively. The Client reserves the ability to allow which vendors would be included in the marketplace.

Account holders do not need a debit card to check out. So long as there is sufficient balance in their account, the vendor will accept ClassWallet as adequate form for payment. If the account holder does not have sufficient funds, the account holder can top up using a personal credit card and complete the checkout process.

All vendors agree to provide ClassWallet SKU-level data of each transaction which in turn ClassWallet provides to the Client through detailed reporting capabilities.

Ecommerce Marketplace Feature	Value
Automated settlement and reconciliation	ClassWallet settles and reconciles all payments with vendors.
Vendor curation	ClassWallet has the capability of including only vendors approved by the Client, therefore ensuring any marketplace transaction is an authorized one.
Pre-approval capability	If desired, the Client can get pre-approval of online bill payments prior to the transaction being completed.
Transaction annotation	The ClassWallet platform has the capability to capture additional information from the user such as notes or completion of the Client configured form fields to associate with each bill payment.

Reloadable Prepaid Debit Card

The ClassWallet debit card comes with multiple restrictions such as:

- MCC Code restrictions,
- ATM withdrawal restrictions,
- Merchant cash back restrictions, and
- Teller cash withdrawals restrictions.

The ClassWallet debit card has additional features that reduce opportunity for misuse of funds and lower administrative overhead costs for the Client. These features include:

Feature	Description
Electronic receipt capture	Account holders can upload receipts into the ClassWallet platform and associate them with specific debit card charges. Users can upload using the ClassWallet mobile application and camera phone, or a desktop scanner.
Charge annotation and classification	At the Client's discretion, the ClassWallet platform can be configured to capture information associated with each debit card charge such as explanatory comments, or other related data important to the Client

Other features of the ClassWallet Debit Card and transaction processing and settlement information

1. ClassWallet supports any agreement required to process debit transactions.
2. The ClassWallet debit card allows for Personal Identification Number (PIN) and signature-based purchases.
3. The ClassWallet debit card is not a stored value card.
4. The ClassWallet debit card has no line of credit associated with it.
5. The account holder cannot make deposits to the debit card.
6. The ClassWallet debit card provides for authorization and settlement of transactions on the Mastercard authorization and settlement network.
7. The ClassWallet debit card is accepted by all merchants that accept Mastercard.
8. ClassWallet mails all cards and account information directly to the account holder.

Card Issuance

The ClassWallet Debit Card is issued by Mastercard.

Once an administrator has established an account on the ClassWallet platform, the account holder may request the card through a self-service form on the ClassWallet platform. As an alternative, the Client can provide account holder information to ClassWallet. Cards are shipped directly to the account holder's address and provided within 5 – 7 business days.

For purposes of transition, ClassWallet supports bulk enrollment via spreadsheet templates.

Card Format

The standard card design is:

- ClassWallet logo
- Embossed 16 digit number
- Embossed first name and last name of account holder
- Embossed expiration date

For a fee, ClassWallet can design cards specifically for the Client including such items as the Client official seal, etc.

Card Replacement

In the instance an account holder misplaces a card, the account holder may contact either the Client system administrator or a ClassWallet customer service representative at 877-969-5536 or by email at help@classwallet.com. ClassWallet customer service representatives require the account holder to provide certain user information to verify identity. Cards will be cancelled and suspended immediately upon receipt of notice. The account holder will receive a replacement within 5 to 7 business days.

Client administrators can access account holders information 24 hours a day, 7 days a week and remove all funds from the account holder's account therefore disabling the ability for the card to facilitate any purchases.

There is a \$10 card replacement fee.

Disputed Items and Charge Backs

All ClassWallet debit cards are protected with ClassWallet's \$0 Fraud Liability Guarantee, which means the account holder is never responsible for unauthorized purchases on his card.

If the account holder detects a fraudulent charge, he must contact ClassWallet customer service at 877-969-5536 or at help@classwallet.com.

FDIC Insured

Every ClassWallet debit card is FDIC insured up to \$250,000.

Customer Information Privacy Principles

ClassWallet's mission is to meet the desires of its customers. Entrusted with sensitive financial information, ClassWallet respects the privacy of its customers and are committed to treating customer information responsibly. ClassWallet clearly understands and will abide by the Client's requirements concerning the privacy of account holder information. ClassWallet's Customer Information Privacy Principles are readily available to its customers through its website.

Further, ClassWallet limits the amount and type of customer information it collects and retains to that which is required to establish and manage customer accounts, understand customer needs, provide customer services, offer new products and services, and comply with legal and regulatory requirements. ClassWallet will not contact individual account holders for any reason except as required for usage of the ClassWallet solution.

ClassWallet honors its consumer customers' requests to be excluded from marketing solicitations. ClassWallet does not disclose customer information outside the company companies, except:

- To conduct its business (for example, in connection with completing customer transactions, transferring customer accounts, or sharing information with credit reporting agencies, persons verifying account status, or persons providing services for us).
- When it suspects fraud or are otherwise required or permitted to do so by law or regulation.
- When a customer requests or gives it permission to do so, or to make available products or services it believes may be of interest to its customers.

Reimbursement Management

Through ClassWallet, users may link the ClassWallet virtual account to their personal bank account securely by providing banking information via web access on the ClassWallet platform. ClassWallet does not store any banking information of account holders.

Reimbursement Management Feature	Description
Electronic receipt capture	Users can upload receipts into the ClassWallet platform using the ClassWallet mobile application and their phone camera, or a desktop scanner.
Electronic review of receipts	Client will have the ability to review receipts via web access through the ClassWallet administration dashboard.
Approve (Whole), Approve (In Part), Deny	Client administrator can approve the reimbursement either in whole or in part (i.e. reimbursement for certain items in a receipt, but not all). Administrators may also deny the reimbursement request. This activity is conducted through via web access through the ClassWallet administration dashboard.
Automated ACH	ClassWallet automates the reimbursement by way of ACH direct deposit to the account holder's bank acct

Mobile Application

ClassWallet has a robust mobile application available both on iOS and Android to meet both these realities.

The mobile application features include:

- Ability to check current balance
- Review debit card transaction history
- Initiate a reimbursement request
- Upload receipts by snapping a picture using the phone camera.
 - Associating a receipt with a debit card purchase
 - Associating a receipt with a reimbursement request

Transaction Reporting

ClassWallet allows the Client to view real-time account transaction activity as well as historical data of transactions via web access to the ClassWallet administration dashboard, with the ability to filter by such fields as:

- Account holder
- Transaction type
- Date
- DistributionID
- And more

All reports are available in real time via secure web access through the ClassWallet administrative dashboard. Administrators can view all funds received and spent in real time, and easily generate reports. ClassWallet offers the Client unparalleled control and accountability of accounts, and maximum ease of use.

Account holders and administrators have real-time access to account balances and a full transaction history of funding and purchases. ClassWallet is a hierarchy role-based platform. Account holders have access to data relevant to their specific account; Client administrators have access to all accounts across the program.

Twin Falls School District Service Contracts

Exhibit B – Cost of Services

Annual License Fee Year 1:

Annual License	Price Per School	Number of Schools	Subtotal
Annual License	\$100	16	Waived

Modules

Contracted Services	Price Per Student	Number of Students	Subtotal
E-Commerce Module	Included	9,600	
Reimbursement Tool	\$0.10	9,600	\$960
Subtotal			

Subtotal Contracted Services	\$960
Subtotal Annual License Fee	Waived
Total	\$960

Annual License Fee Year 2:

Annual License	Price Per School	Number of Schools	Subtotal
Annual License	\$100	16	\$1,600

Modules

Contracted Services	Price Per Student	Number of Students	Subtotal
E-Commerce Module	Included		
Reimbursement Tool	\$0.10	9,600	\$960
Subtotal			\$960

Price Year 2

Subtotal Contracted Services	\$960
Subtotal Annual License Fee	\$1,600
Total	\$2,560

Payment Terms: 100% of Year 1 fees due on the upon signing, 100% of Year 2 fees due upon anniversary date.

This offer is valid until September 30, 2020

Clima-Tech Corp

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

SERVICES CONTRACT

This contract is hereby made and entered into this 14th day of December,
20 20, by and between Twin Falls School District, hereafter
called Owner, and Clima-Tech Corporation, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace defective router on control system (as per estimate)

Location that work is to be performed
at: Morningside Elementary School, 701 Morningside Dr.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$4,769.00. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 31st day of January, 20 21.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

Twin Falls School District Service Contracts

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

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

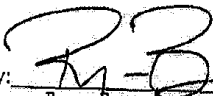
any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

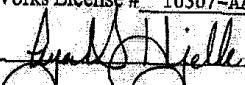
17. This agreement shall be interpreted under the laws of the State of Idaho.

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

OWNER:
Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Clima-Tech Corporation
Contractor's License #: RCE-1964
Public Works License # 10307-AA-4 (15700, 15510, 16800, 13800)
By: 
Title: Controller / VP of Accounting

Education Hall

Professional Development for Bridge & Virtual School House



EDUCATIONHALL

EducationHall, LLC
P.O. Box 3424
Post Falls, ID 83877-3424
www.EducationHall.com

Our "MISSION" – for more info on "mission" visit us at www.EducationHall.com

Education is the most noble profession known to humankind. In order to continuously improve our educational practices, we must work together, learn together, and grow together. The team at EducationHall is here to provide the highest-quality professional development, resources, coaching, mentorship, and support in the field.

Professional Services Agreement

THIS AGREEMENT is entered into on **10/25/2020** (herein the "Effective Date") between EducationHall and

Client: **Bridge Academy & Twin Falls Virtual Schoolhouse**

Contact Name: **Araceli Huicochea, Principal**

Phone: **208-737-5282, ext. 3901**

Email: **huicocheaar@tfsd.org**

City, State: **Twin Falls, ID**

Summary:

Date(s) of Services: **TBS, 2020-2021 school year**

Overview of Services: **Two virtual guest-speaker sessions with student body**

Compensation for Services: ***Purchase of 70 copies of "Chasing the Show" - for students and staff**

(Note: Compensation includes cost for Consultant fees, travel, lodging, meals, and transportation.)

The Fine Print:

Client desires to contract the services of EducationHall to provide Consulting Services, as defined below, and EducationHall desires to provide such services to Client.

NOW, THEREFORE, for the mutual promises, representations, warranties, and covenants contained herein, the parties agree as follows:

1. Consulting Services

- a. EducationHall shall provide the following services throughout the term of this agreement (collectively the "Consulting Services"):
 - i. Engage a reputable Consultant – in this case, **author Pete Hall** – who will develop and deliver a growth program in response to the needs and specifications described by Client.
 - ii. Connect Consultant with Client to communicate and coordinate the particulars of the delivery of the growth program and Consulting Services.
 - iii. Submit the final invoice within five days of presentation. Full payment of fees is made directly to EducationHall unless otherwise specified.
 - iv. Offer access to attendees to EducationHall materials specific to this presentation subject, at reasonable rates, if applicable.
- b. Client shall:
 - i. Provide reasonable accommodations for hosting the growth program with adequate physical space, seating arrangements as necessary, and technical support.

Twin Falls School District Service Contracts

- ii. Participate by providing adequate numbers of materials to participants, to be specified by Consultant.
- iii. Provide detailed information to Consultant of location, accommodations, local contacts, and technical accommodations.
- iv. Remit final payment within 30 days of the dated invoice to EducationHall for these services.

2. Termination

- a. This Agreement may be terminated by Client prior to the presentation of the consulting engagement establishing the following "cancellation" fees:
 - i. Upon 60-30 days prior to the meeting engagement date, 25% of the Consultant fee.
 - ii. Upon 29 or fewer days prior to the meeting engagement date, 50% of the Consultant fee.

3. Relationship of Parties

- a. Presenter shall be an independent contractor and not an employee or agent of Client. Nothing herein contained, or otherwise, shall be deemed to place or is intended to have the effect of rendering Consultant as one other than an independent contractor, and for no purpose shall Client and Consultant be deemed, respectively, employer and employee.

4. Indemnification

- a. Client and EducationHall for each of themselves hereby agree to indemnify and hold harmless each other and each of their officers, directors, shareholders, agents, representatives, and employees (Indemnitees) for any suit, claim, action, obligation, or liability affecting the Indemnitees arising from the negligent acts of the Consultant or his/her agents or arising from any intellectual property infringement by the Consultant or his/her agents in connection with this Agreement.

5. Further Assurances

- a. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonable requested of it from time to time, in order to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Client Signature: _____

Authorized Agent: Araceli Huicochea, Principal

EducationHall: _____

Pete Hall, Executive Director, EducationHall: * PeteHall@EducationHall.com * 208-755-3139



EDUCATIONHALL

EducationHall, LLC
P.O. Box 3424
Post Falls, ID 83877-3424
www.EducationHall.com

Supporting #TraumaInvested practices in partnership with Kristin Souers, LLC
(visit www.FosteringResilientLearners.org and/or email Kristin at KristinSouers@gmail.com)

Professional Services Agreement

THIS AGREEMENT is entered into on **10/25/20** (herein the "Effective Date") between EducationHall and

Client: **Bridge Academy & Twin Falls Virtual Schoolhouse**

Contact Name: **Araceli Huicochea, Principal**

Phone: **208-737-5282, ext. 3901**

Email: **huicocheaar@tfsd.org**

City, State: **Twin Falls, ID**

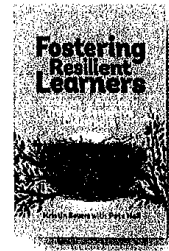
Summary:

Date(s) of Services: **TBD, 20-21 school year**

Overview of Services: **Four hour-long virtual PD/Q&A sessions re: Fostering Resilient Learners; 14 seats in the online course "Trauma-Invested Practices to Help Learners Thrive"**

Compensation for Services: **4 x \$800 = \$3,200; 14 x \$99 = \$1,386; TOTAL \$4,586**

(Note: Compensation includes cost for Consultant fees, travel, lodging, meals, and transportation.)



The Fine Print:

Client desires to contract the services of EducationHall to provide Consulting Services, as defined below, and EducationHall desires to provide such services to Client.

NOW, THEREFORE, for the mutual promises, representations, warranties, and covenants contained herein, the parties agree as follows:

1. Consulting Services

- a. EducationHall shall provide the following services throughout the term of this agreement (collectively the "Consulting Services"):
 - i. Engage a reputable Consultant -- in this case, **co-author Pete Hall** -- who will develop and deliver a growth program in response to the needs and specifications described by Client (see "Overview of Services" above).
 - ii. Connect Consultant with Client to communicate and coordinate the particulars of the delivery of the growth program and Consulting Services.
 - iii. Submit the final invoice within five days of presentation. Full payment of fees is made directly to EducationHall unless otherwise specified.
 - iv. Offer access to attendees to EducationHall materials specific to this presentation subject, at reasonable rates, if applicable.
- b. Client shall:

Twin Falls School District Service Contracts

- i. Provide reasonable accommodations for hosting the growth program with adequate physical space, seating arrangements as necessary, and technical support. In the case of virtual sessions, Client will furnish the virtual platform and ensure that Consultant can share his/her screen.
- ii. Participate by providing adequate numbers of materials to participants, to be specified by Consultant.
- iii. Provide detailed information to Consultant of location, accommodations, local contacts, and technical accommodations.
- iv. Ensure that no recording (video/audio) of any kind is allowed during the scope of this work.
- v. Communicate with Consultant to address any other needs as mutually agreed upon.
- vi. Remit final payment within 30 days of the dated invoice to EducationHall for these services.

2. Ownership of Materials

- a. All materials provided to Client and attendees are, and shall remain, the property of Kristin Souers and Pete Hall. Any redistribution by Client or attendees to others is strictly prohibited. Neither the client nor attendees may use any such materials for the purpose of training others.

3. Termination

- a. This Agreement may be terminated by Client prior to the presentation of the consulting engagement establishing the following "cancellation" fees:
 - i. Upon 60-30 days prior to the meeting engagement date, 25% of the Consultant fee.
 - ii. Upon 29 or fewer days prior to the meeting engagement date, 50% of the Consultant fee.

4. Relationship of Parties

- a. Presenter shall be an independent contractor and not an employee or agent of Client. Nothing herein contained, or otherwise, shall be deemed to place or is intended to have the effect of rendering Consultant as one other than an independent contractor, and for no purpose shall Client and Consultant be deemed, respectively, employer and employee.

5. Indemnification

- a. Client and EducationHall for each of themselves hereby agree to indemnify and hold harmless each other and each of their officers, directors, shareholders, agents, representatives, and employees (Indemnitees) for any suit, claim, action, obligation, or liability affecting the Indemnitees arising from the negligent acts of the Consultant or his/her agents or arising from any intellectual property infringement by the Consultant or his/her agents in connection with this Agreement.

6. Further Assurances

- a. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonable requested of it from time to time, in order to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Client Signature: _____

Authorized Agent: Araceli Huicochea, Principal

EducationHall: _____

Pete Hall, Executive Director, EducationHall: * PeteHall@EducationHall.com * 208-755-3139

Eluma Therapy – Occupational & Speech Therapy



Addendum 1 Order Form

Live, Online Therapy is Making a Big Difference

This Expansion quote is an addendum to the existing contract (number listed below) and includes services and products above and beyond what has already been signed and agreed to previously.

General Information

Created Date	8/24/2020	Contract	00000923
Expiration Date	9/10/2020	Contract Start Date	8/3/2020
Quote Name	Twin Falls Public Schools 55 OT and 50 Speech Students 2020-2021	Contract End Date	6/30/2021
Quote Number	00001252	Model	Per Student

Contact Information

Prepared By	Chad Gundry	Contact Name	Kindel Mason
Phone	(877) 496-3332		
Email	cgundry@elumatherapy.com		

Company Address	2801 N. Thanksgiving Way Suite 170 Lehi, UT 84043 US	Bill To Name	Twin Falls District
		Bill To	201 MAIN AVENUE WEST TWIN FALLS, Idaho 83301 USA

Order Details

Product	Sales Price	Discount	Discounted Price	Quantity	Avg Mins per Week	Grouping Percentage	Total Price
Occupational Therapy Service License	\$2,108.30	14.67%	\$1,799.01	55.00	30	30	\$98,945.68
OT Assessment (Pay Per Use)	\$400.00	25.00%	\$300.00	1.00			\$300.00
SLP Assessment (Pay Per Use)	\$400.00	25.00%	\$300.00	1.00			\$300.00
Speech Therapy Service License	\$2,108.30	24.16%	\$1,598.93	50.00	30	50	\$79,946.74
Subtotal					\$222,171.50		
Discount					19.21%		
Total Price					\$179,492.42		
Grand Total					\$179,492.42		

*Note: This Order Form is good through the Expiration Date listed above, and eLuma reserves the right to change the price and proposal at any time until signed.

eLuma, Inc

Signature: *Jeremy Glauser*
Email: jglauser@elumatherapy.com

Acknowledge Expansion Here

Account Name Twin Falls District

Signature: *Kindel Mason*
Kindel Mason (Aug 26, 2020 15:45 MDT)
Email: masonki@tfsd.org







Twin Falls Public Schools 55 OT and 50 Speech Students 2020-2021

Final Audit Report

2020-08-26

Created:	2020-08-24
By:	Chad Gundry (cgundry@elumatherapy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWBh9ILbgRSznY9PYgAMIL_xkLlRFzFY4

"Twin Falls Public Schools 55 OT and 50 Speech Students 2020-2021" History

-  Document created by Chad Gundry (cgundry@elumatherapy.com)
2020-08-24 - 7:04:38 PM GMT - IP address: 136.147.62.8
-  Document emailed to Jeremy Glauser (jglauser@elumatherapy.com) for signature
2020-08-24 - 7:05:00 PM GMT
-  Email viewed by Jeremy Glauser (jglauser@elumatherapy.com)
2020-08-24 - 7:06:53 PM GMT - IP address: 66.249.84.93
-  Document e-signed by Jeremy Glauser (jglauser@elumatherapy.com)
Signature Date: 2020-08-24 - 7:06:59 PM GMT - Time Source: server- IP address: 205.197.217.146
-  Document emailed to Kindel Mason (masonki@tfstd.org) for signature
2020-08-24 - 7:07:01 PM GMT
-  Email viewed by Kindel Mason (masonki@tfstd.org)
2020-08-24 - 8:34:50 PM GMT - IP address: 66.249.84.95
-  Document e-signed by Kindel Mason (masonki@tfstd.org)
Signature Date: 2020-08-26 - 9:45:24 PM GMT - Time Source: server- IP address: 216.83.77.2
-  Signed document emailed to Kindel Mason (masonki@tfstd.org), Chad Gundry (cgundry@elumatherapy.com) and Jeremy Glauser (jglauser@elumatherapy.com)
2020-08-26 - 9:45:24 PM GMT



POWERED BY
Adobe Sign

Erin Bruno Consulting

Social Decision
Making

Erin 973-715-0161

Social Decision Making/Problem Solving Program
Erin Bruno, Director
248 Long Meadow Road
Bedminster NJ 07921

Bickel Elementary Social Decision Making/Problem Solving Program
Training Proposal

Introductory Kick Off Training	\$ 500
Part One Training/Readiness Training (this can be done in 2 online sessions)	\$1,500
Problem Solving Training (One on-online session)	\$ 750
10 hours of technical assistance And consultation	\$1,000
Grand Total \$3,750.00	

Erin M. Bruno, MA

Erin Bruno
Director Social Decision Making

Bickel Elementary School

[Street Address, City, ST ZIP Code]

[Telephone]

[Email]

Evans Plumbing

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

SERVICES CONTRACT

This contract is hereby made and entered into this 10th day of December, 2020, by and between Twin Falls School District, hereafter called Owner, and Evans Plumbing Inc., hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Replaced mixing valve that was defective

Location that work is to be performed at: Perrine Elementary School, 452 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,238.97. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of December, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

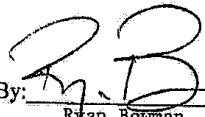
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

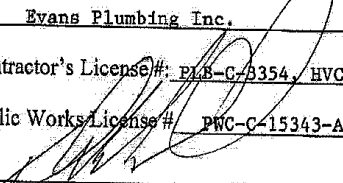
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Evans Plumbing Inc.
Contractor's License #: PLB-C-8354, HVC-C-2728, FPSC123
Public Works License #: PWC-C-15343-AAA-4
By: 
Title: Manager

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of January,
20 21, by and between Twin Falls School District, hereafter
called Owner, and Evans Plumbing, Inc., hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replaced B&G pump with a Grundfos circulating pump

Location that work is to be performed
at: Robert Stuart Middle School, 644 Caswell Ave. W.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$1,324.30. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 4th day of January, 20 21.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
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13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
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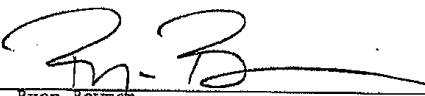
Twin Falls School District Service Contracts

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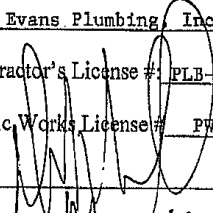
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Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Evans Plumbing, Inc.
Contractor's License #: PLB-C-3354, HVC-C-2728, FPSC123
Public Works License #: PWC-C-15343-AAA-4
By: 
Title: Manager

TWIN FALLS PUBLIC SCHOOLS
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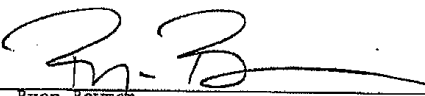
Twin Falls School District Service Contracts

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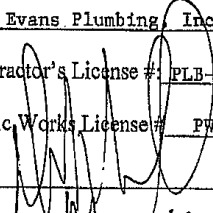
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Contractor's License #: PLB-C-3354, HVC-C-2728, FPSC123
Public Works License #: PWC-C-15343-AAA-4
By: 
Title: Manager

Go Guardian License

ORDER FORM

QUOTE # Q-132581
 DATE 11/5/2020
 EXPIRATION DATE 12/5/2020



Bill To
 Twin Falls School District
 201 Main Ave W
 Twin Falls, Idaho 83301
 United States

Ship To
 Brett Keller
 Twin Falls School District
 201 Main Ave W
 Twin Falls, Idaho 83301-6103
 United States
 2087336900
 kellerbr@tfsd.org

Thank you for your interest in GoGuardian's products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at www.goguardian.com/eula.html (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

SUBSCRIPTION FEES

Base Subscription Fees. Your base subscription fees for the Initial Term are based on the following Licensed Products and the number of Licenses specified below:

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
8,150	GG-TCR1Y-007500	GoGuardian Teacher	11/9/2020	11/8/2021	\$3.82	\$31,133.00
TOTAL (USD):						\$31,133.00

*11,365 Elem
 19,765 Secondary*

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERMS

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at GoGuardian's then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-132581
DATE 11/5/2020
EXPIRATION DATE 12/5/2020



RENEWAL FEES

GoGuardian is dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5.0% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Holly Porter & Margaret Lucero

Co-Teaching Professional Learning Sessions

This Contract is between **Twin Falls School District** (the "Client") and independent consultants: **Holly Porter** and **Margaret Lucero** (the "Business").

Project Address: Twin Falls School District, Twin Falls, ID – Virtual Sessions

The Contract is dated September 11, 2020.

1. Scope of Work/Payment:

- 1.1. Project Description: The Client is hiring the Business to lead the following courses: **Co-planning for Language through Content** and an **Administrator Session** via four separate virtual sessions.

Overview & Co-planning for Language through Content

- **OUTCOMES:**
 - Review the co-teaching rubric and understand the foundational components of a co-taught program model for English language supports
 - Understand the value added "what I bring to the planning table" aspects of co-planning based on role: EL Specialist or Content Teacher.
 - Use the LASER planning template to design lessons that integrate language and content
 - L - Learning and Language Targets
 - A- Analysis of Data
 - S - Strategies and Scaffolds
 - E - Evaluation
 - R - Roles and Responsibilities

Administrator Session

- **OUTCOMES:**
 - Understand the importance of co-planning; having time set aside; including long range planning
 - Review the co-teaching rubric to self-assess their school
 - Learn about look for's (observation walk through tools) that can support the program
 - Create an individualized goal setting sheet that includes goals for the following times of the year: By October, By Winter Break, By Spring Break, By End of the school year

- 1.2. Schedule: The virtual workshops for **Overview & Co-planning for Language and Content** will be co-taught by Holly Porter and Margaret Lucero and will take place on: September 17 from 12:45-2:45 PM, October 13 for two hours, times TBD and November 17 for two hours, times TBD, 2020 with the exception of unforeseen circumstances or failure to meet payment requirements. The virtual workshop for the **Administrator Session** will be led by Holly Porter and will take place on September 18, 2020 from 9-11 AM.

1.3. Payment Schedule:

- 1.3.1. Milestone/Progress Payments: The Client will pay the Business \$2,275.00 on the following schedule. **Client Initial Here** _____
- 1.3.1.1. \$1,950.00 (\$975.00 to Margaret Lucero and \$975.00 to Holly Porter) for September 17, October 13 and November 17, 2020 **Co-planning for Language Through Content**. Invoices will be sent to the client on or before the week of November 23, 2020.
- 1.3.1.2. \$325.00 to Holly Porter for September 18, 2020 **Administrator Session**. Invoice will be sent to the client on or before the week of November 23, 2020.

1.4. **Payment Terms:** Payment shall be made to the Business via check or direct deposit. The Business will send an invoice for each installment completion. If any invoice is not paid when due, this could result in suspension or termination of the project. If the Client fails to pay for the Services when due, the Business reserves the right to treat such failure as a breach of this Contract. Any legal fees associated with such will be the Client's responsibility.

1.4.1. Invoices: The Business will invoice the Client on the dates listed in the Payment Schedule section. The Client agrees to pay the invoice with the amount owed **within 30 days**.

1.4.2. Late Payments: If the Client fails to pay the Business on time per agreed upon payment schedule, the Business may suspend work until delinquent payments are brought current. If payments are delinquent for more than 30 days then the Client will be subjected to a late fee of 15% of the amount owed.

1.4.3. Expenses: Client shall pay to the Business any expenses incurred by the Business in the provision of services under this Agreement, including, but not limited to travel expenses based on federal rates for mileage and per diem lodging, meals and incidentals no later than 30 days after receipt is provided.

1.5. Refund and Cancellation Policy:

1.5.1. No Refunds: Services completed as described in this contract are not subject to refunds. The Client will not be reimbursed for services cancelled once work has begun. **Client Initial Here** _____

2. General:

2.1. **Modification(s):** To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.

2.2. **Signatures:** The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.

3. Term and Termination: This Contract ends on November 18, 2020, unless the Client or the Business ends the contract before that time or both parties mutually extend the

contract. If one of the parties chooses to end the Contract prior to project completion, the Client is responsible for paying for all work and costs incurred up until that date.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date _____
Holly Porter, Independent Contractor (Business)

Date _____
Margaret Lucero, Independent Contractor (Business)

Date _____
Twin Falls School District, (Client)

Idaho Office for Refugees

Refugee School Impact

Idaho Office for Refugees
Jannus, Inc.

SUBAWARD COVER SHEET

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

SUBAWARD TITLE: **Refugee School Impact Grant**

SUBRECIPIENT DUNS: 10-0015353

SUBAWARD NUMBER: **IOR-2103**

SUBAWARD PERIOD OF PERFORMANCE:

Effective Date: October 1, 2020
End Date: September 30, 2021

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

ANNUAL CONTRACT AMOUNT: **\$63,401**

CONTACT PERSON: Bill Brulotte
(208) 733-6900

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)

Signature Page

This Agreement between the Idaho Office for Refugees and the Twin Falls School District is executed this ____ day of _____, 2020.

TWIN FALLS SCHOOL DISTRICT 411

Signature_____

Title_____

JANNUS, INC.

Signature_____

Title_____

AGREEMENT FOR THE PROVISION OF SERVICES TO REFUGEES

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

1. BACKGROUND AND QUALIFICATIONS

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

2. SERVICES TO BE PROVIDED

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

3. COMPENSATION FOR SERVICES

3.1 Jannus will reimburse Subrecipient on a monthly basis for actual expenses incurred in the performance of its obligation under this Agreement ("Costs"). Reimbursement of Costs shall not exceed **\$63,401** during the term of this Agreement, unless this Agreement is amended as set forth in Section 17 of this Agreement. Payment for services will be based on satisfactory performance of the services set forth on Schedule B to this Agreement provided that:

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

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

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

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

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

or to such other address as Jannus may provide.

4. INFORMATION REPORTING

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

4.1.1 Enrollment and employment services information; and

4.1.2 Information on individual participation in services.

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

- 4.2.1 Measurements of progress toward achievement of project goals and objectives, and
 - 4.2.2 Other information required by the terms and conditions of Schedules A or B.
 - 4.3 Subrecipient agrees to provide financial reports as follows:
 - 4.3.1 Annual audit report within 30 days of agency receipt.
 - 4.4 Subrecipient agrees to maintain accurate and complete records of participant eligibility for assistance and services, types and amounts of assistance and services provided, cost of assistance and services, and outcomes of service delivery. Subrecipient shall make such records available to Jannus upon request.
 - 4.5 Subrecipient agrees to maintain accurate and complete financial records that document the uses of all funds provided by Jannus pursuant to this Agreement and to make such records available to Jannus whenever requested.
 - 4.6 Subrecipient agrees to maintain all fiscal and program records and to make such records available to Jannus for inspection and copying for a minimum of three years after the end of the grant period.
 - 4.7 Subrecipient agrees to grant Jannus, the U.S. Office of Refugee Resettlement, the U.S. Comptroller General, and all of their duly authorized representatives access to any books, documents, papers and records of Subrecipient that are directly pertinent to the Grants and the services provided there under for the purpose of making audits, examinations, excerpts and transcriptions.
5. TECHNICAL ASSISTANCE
- 5.1 Jannus will assist Subrecipient in the performance of its duties under this Agreement by providing technical assistance, training and resource information. Such assistance may include the following:
 - 5.1.1 Publication and dissemination of policies, procedures and best practices;
 - 5.1.2 Quarterly meetings of Subrecipients, conducted for the purpose of discussing issues evolving in connection with the Grants and the services provided there under and to further the goals and objectives thereof;
 - 5.1.3 On-site visits by Jannus staff; and
 - 5.1.4 Such additional technical assistance as Jannus deems beneficial.
 - 5.2 Subrecipient agrees to participate actively with Jannus in its technical assistance programs, and to make good faith efforts to implement recommendations and other guidance received from Jannus' materials and staff.
6. INSURANCE

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

7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDITS

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

8. PRIOR APPROVAL AND NOTIFICATION REQUIREMENTS

8.1 The following Subrecipient actions require prior approval from Jannus:

8.1.1 Change in scope of project;

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

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

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

9. PUBLIC POLICY REQUIREMENTS

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

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

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

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

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

10. TERM AND TERMINATION

- 10.1 The initial term of this Agreement shall commence on the effective date of **October 1, 2020**, and shall continue for **one year** from the effective date unless renewed by mutual agreement of the parties or terminated earlier pursuant to this Section.
- 10.2 This Agreement may be terminated by either Jannus or Subrecipient, with or without cause, upon sixty (60) days notice delivered in accordance with the requirements of Section 12 of this Agreement.
- 10.3 This Agreement may be terminated immediately for cause, upon delivery of notice to the non-terminating party. Cause includes, but is not limited to the following:
 - 10.3.1 Jannus' failure to make the payments required by Section 3;
 - 10.3.2 Subrecipient's failure to perform the services required by Section 2 in a satisfactory manner and/or failure to perform the information reporting or access to information required by Section 4; and

10.3.3 Subrecipient's failure to comply with applicable federal public policies as required by Section 9.

10.4 This Agreement will terminate immediately in the event any of the Grants is withdrawn, terminated or modified in a manner inconsistent with the existence of this Agreement by the U.S. Office of Refugee Resettlement, the U.S. Department of Health and Human Services or the U.S. Congress.

11. DISPUTE RESOLUTION AND ENFORCEMENT

11.1 In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt to settle the dispute through good faith negotiations. Such negotiations will include open communications and joint problem solving to reach a mutually agreeable resolution of the dispute.

11.2 If good faith negotiations fail to settle any dispute and there remains any unresolved controversy, claim or failure to comply with any material term of this Agreement, Jannus shall be entitled to enforce Subrecipient's performance under this Agreement through the exercise of any remedy set forth in Title 45, Section 92.43 of the Code of Regulations, including, but not limited to, any one or more of the following:

11.2.1 Withholding contract payments, including the withholding of payments in amounts equal to overpayments to refugees which result from Subrecipient's error or noncompliance;

11.2.2 Disallowing all or part of the cost of any activity which is not in compliance with the terms of the Agreement;

11.2.3 Suspending or terminating the funding provided to Subrecipient under this Agreement, in full or for specified activities; and

11.2.4 Withholding further awards from Subrecipient.

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

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

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

12. NOTICE

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

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

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

13. INDEMNITY

Subrecipient shall indemnify and hold harmless Jannus from and against any and all claims arising in connection with this Agreement and the services provided hereunder and from and against all costs, attorneys' fees, expenses and liabilities incurred in or from any such

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

14. ENTIRE AGREEMENT

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

15. SEVERABILITY

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

16. ASSIGNMENT

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

17. AMENDMENT

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

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)

**Schedule A
Grants**

Applicable Grants:

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

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

- Refugee Support Services - Refugee School Impact Grant Set Aside (2001IDRSOC, CFDA # 93.566)

Award Amount This Action: \$21,906
Total Award Amount To-Date \$21,906

- Refugee Support Services - Refugee School Impact Grant Set Aside (2101IDRSOC, CFDA # 93.566)

Award Amount This Action: \$41,495
Total Award Amount To-Date \$41,495

Contract No. IOR--2103 RSIG—Twin Falls School District (October 1, 2020)

Schedule B-1

Services to be Provided

APPROACH

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

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

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

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

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

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

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

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

New 6th-12th grade students may be placed in the Newcomer Program where their language and academic levels are assessed and developed with the Secondary-level Newcomer Teacher for two class periods each day. Services will include monitoring of progress on state and federal mandated testing, grade and course placement, acculturation, and English language instruction. Students may be placed in co-taught courses or Newcomer Cohorts for additional support throughout the school day. The District will also sustain its K-5th grade Newcomer Program at district expense.

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

The Twin Falls School District, with the support of CSI Refugee Program staff, will develop relationships with refugee parents and remove barriers to their involvement in their children's education. The Family Liaison will conduct at least two home visits with newly arrived families, more for those with complex adjustment issues, to learn about the family's culture and home learning environment, talk about their children's learning, discuss perceived academic success as well as behavioral challenges, and encourage attendance at school meetings and events. Interpreters will be utilized. The District will sponsor family-centered activities that are inclusive of newly arrived refugees. Refugee parents will be specifically asked to attend online (due to COVID - 19) parent-teacher conferences, back-to-school meetings, reading nights, school fairs, sports events, and other occasions. Schools will encourage refugee participation in family literacy programs offered by local organizations.

OBJECTIVE 4: Increase refugee student involvement in school activities

In order to reduce barriers to refugee student participation in school activities and create new activity opportunities, the Family Liaison and teachers will identify children's interests in extra-curricular activities. The Liaison will facilitate students' activity enrollment. CSI Refugee Center will support the District's efforts by offering transportation for students to attend school activities.

School Personnel Training: The Twin Falls School District will continue to host State Department of Education professional development workshops on English Language Learner Standards and sheltered instruction.

OUTCOMES EXPECTED

Outcomes expected to be achieved as a result of educational services provided under this contract are specified below. Outcomes address refugee students who arrive during the annual budget period or have arrived during the preceding year. All outcomes will be compared to Fall 2020 baseline data from the school districts.

Outcome 1: Academic Performance

Outcome goal. At least 80% of refugee students will meet expected growth targets, as defined by

the Idaho Department of Education, for Spring 2021 and Fall 2021 Idaho State Achievement Test (ISAT).

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

Outcome 2: School Attendance Rates

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

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

Outcome 3: English Language Acquisition

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

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

Outcome 4: School Adjustment

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

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

Outcome 5: School Advancement

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

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

OBJECTIVE 6: Participate in RSIG semiannual meetings as well as quarterly Community Consultation Meetings.

The Twin Falls School District will participate in the above meetings for the purposes of strengthened collaboration and information sharing with the Refugee Service Providers.

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)
Schedule B-2
Reporting Schedule

Semi-annual progress reports will be submitted to the Idaho Office for Refugees no later than **April 15th, 2021** and **October 15, 2021**. Progress reports will include both a narrative describing student outcomes, district initiatives, etc. for the Schedule A narrative report, as well as data for the Schedule D and Annual Service Plan report. The District will provide the following information to IOR and keep back-up data on file for 3 years to support the information provided to IOR that includes #A numbers, first and last name, US date of arrival, and gender.

Data includes:

ORR Schedule A: (Due April 15 and October 15, 2021)

- In narrative format include summary of accomplishments and new initiatives as well as challenges and emerging issues. Summary should not exceed a typed page

ORR Schedule D: (Due April 15 and October 15, 2021)

- Unduplicated # refugee students receiving RSIG services (Male/Female*)
- Unduplicated # of parents & students who completed a formal orientation (Male/Female*)
- # of students promoted to the next grade (Male/Female*)
- Paragraph that analyzes and reflects on data reported including overall observations in data trends and explain any anomalies in data

ORR Annual Service Plan (Due October 15, 2021)

- Report number of participants you served October 1, 2020- September 30th 2020 who are 0-12 months since arrival in the US
- Report number of participants you served October 1, 2020- September 30th 2020 who are 13-60 months since arrival in the US

**broken down by male and female*

Instructions

ORR-6

https://www.acf.hhs.gov/sites/default/files/orr/orr_6_performance_report_instructions.pdf

Annual Service Plan

https://www.acf.hhs.gov/sites/default/files/orr/prra_orr_6_annual_service_plan_instructions_exp_0228_2022.pdf

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)

Schedule C

Budget and Billing Procedures

Line item budget totaling \$63,401 for the annual contract period is attached. All funding received will be used to provide services as described on Schedule B-1.

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

Twin Falls School District Service Contracts

Contract No. IOR-2003 RSIG—Twin Falls School District 411 (October 1, 2020)

Schedule D

Funding Streams and Grant Guidance

Funding Streams:

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

Funding Agency	FAIN	CFDA #	CFDA Title	Award Date(s)	Award Amount
DHHS, ACF, ORR	2001IDRSOC	93.566	Refugee and Entrant Assistance – State Administered Programs (Not a Research Grant)	11/6/2019,12/6/2019,2/6/2020, 5/27/2020,9/9/2020	\$1,689,252
DHHS, ACF, ORR	2101IDRSOC	93.566	Refugee and Entrant Assistance – State Administered Programs (Not a Research Grant)	10/1/2020	\$299,951

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

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

Attached is the following:

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

Immigrant Connections



**IMMIGRANT
CONNECTIONS**
SUPPORTING EDUCATORS
AND ORGANIZATIONS

QUOTE

9/14/2020
Twin Falls School District
201 Main Ave W
Twin Falls, ID 83301

Project

Professional Development for 2020-21 school year
Gardner & Associates LLC (dba Immigrant Connections)
711 Emerson Street, NE
Washington, DC 20017

Title: Engaging Immigrant, Refugee, and EL Families Virtually

Description: With COVID-19 redefining our relationships and ability to connect with our students' families, we need to rethink our strategies and resources for doing so. We need strong partnerships as we move forward, particularly with our immigrant, refugee, and EL families to help them overcome language and technology barriers that impact their ability to support their children's education.

Learning objectives:

- Explore tools and resources for immigrant, refugee, and EL families to support their children's learning at home
- Share solutions for overcoming language and technology barriers with families
- Review federal requirements for providing parents with information in a language they understand and how those can be met during the pandemic
- Examine the benefits of partnering with refugee and immigrant organizations in the community during this time

Timeframe and format: Half day (3 hours) virtual interactive training for 30 or less educators


Description	Item	Quantity	Unit Price	Total
Virtual half-day training for <30 educators on Engaging EL Families Virtually	1	1	\$1,200.00	\$1,200.00
			Total:	\$1,200.00



(202) 997-8545
laura@immigrantsrefugeesandschools.org
711 Emerson St NE, Washington, DC 20017

www.immigrantsrefugeesandschools.org
Laura Gardner, Gardner & Associates, LLC

Istation



Superheroes Can Do Anything!

Istation

Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-14510-1

Prepared For:
Twin Falls School District
201 Main Ave W
Twin Falls, ID
83301-6103

Your Istation Partner:
Brian Duggan
Account Executive
bduggan@istation.com
+1 2532630067



BBB Rating: A+

Twin Falls School District Service Contracts



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-14510-1
Prepared For: Twin Falls School District
Expires On: 6/30/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Math	7/1/2021	12	6/30/2022	Bickel Elementary School	\$3,110.00
1	Istation Math	7/1/2021	12	6/30/2022	Harrison Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Lincoln Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Morningside Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Sawtooth Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	I B Perrine Elementary School	\$5,260.00
1	Istation Math	7/1/2021	12	6/30/2022	Oregon Trail Elementary School	\$6,700.00
1	Istation Math	7/1/2021	12	6/30/2022	Rock Creek Elementary	\$6,700.00
1	Istation Math	7/1/2021	12	6/30/2022	Pillar Falls Elementary	\$6,700.00
TOTAL:						\$49,510.00

TAX (if applicable):
CUSTOMER TOTAL: \$49,510.00

Twin Falls School District Service Contracts



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-14510-1
Prepared For: Twin Falls School District
Expires On: 6/30/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Additional Options (to be paid in full):

Choose 1, 2, or 3 year Subscription						
		<u>1 YEAR SUBSCRIPTION</u>		<u>2 YEAR SUBSCRIPTION</u>		<u>3 YEAR SUBSCRIPTION</u>
Additional Discount Amount:		Quoted Price		(\$4,951.00)		(\$14,853.00)
% Discount:		Quoted Price		5%		10%
Your Total Cost:		\$49,510.00		\$94,069.00		\$133,677.00

Subscription Start Date: 7/1/2021 Subscription Term: 12 Subscription End Date: 6/30/2022

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Twin Falls School District

Signature: Teresa Jones
Printed Name: Teresa Jones
Title: Director of Elementary Program
Dated: 11/18/2020
PO # (if available): 103101

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: _____
Email: _____
Phone: _____

Accounts Payable / Billing Contact

Name: Sheila Rinehart
Email: rinehartsh@tfsd.org
Phone: (208) 732-7515

District Technology Contact

Name: _____
Email: _____
Phone: _____

District Data Contact

Name: _____
Email: _____
Phone: _____

Kristi Kulik – ASL Interpreter

Service Provider Agreement

THIS AGREEMENT, entered into on this 18th day of August 2020 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 2020 2021; 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 19th of August, 2020 and remain in effect until the 20th day of May, 2021.

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. Providers Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of \$1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES Provider agrees to provide services to Twin Falls School District students who qualify for 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. Any hours over 35 per week need to be approved by administration. If the District moves to an online/blended learning format, the district will compensate provider for the actual hours the provider interprets for the district. Checks will be released and sent out from the Twin Falls School District office.

Date 8.19.20 Date _____

Signature Kristi Kuo Signature _____

Miller Behavior Group

SPECIAL SERVICES **INDEPENDENT CONTRACTOR CONTRACTUAL AGREEMENT**

This Contractual Agreement is entered into between -----(hereinafter referred to as "District") and Miller Behavior Group (hereinafter referred to as "Contractor").

Whereas, the District provides special education 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 the outlined services below 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 1st day of October, 2020, and remain in effect until the 30th day of June, 2021. 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 may be renewed annually or can be terminated by either party with thirty (30) days written notice.

COMPENSATION/BILLING:

The District shall compensate Contractor for the following types of direct services:

- Observations
- Screenings for instructional purposes
- Administer and score academic assessments
- Functional behavioral assessments
- Behavior Consultation
- Behavior plans and follow-up
- Prepare reports summarizing assessment results
- Prepare recommended goals and objectives
- Provide environmental recommendations
- Attend meetings
- Provide staff training on agreed upon topics

Contractor will submit, by the 5th day 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 for Medicaid reimbursement. The district will issue checks as soon as possible based on District needs but no later than 45 days after receiving the invoice. Provided contract has submitted the proper paperwork to the District. 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 units spent in providing professional services; and d) cost of services provided. Additional documentation may be required by the District and will be provided within ten (10) working days of the date the written request for the documentation is made. The district agrees to provide a summary of this information prior to contract work being completed

The district agrees to pay the contractor 520\$ per full day of service. Should teletherapy be an needed the district will pay 50\$ an hour.

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 RENDERED:

Contractor shall render the professional services enumerated on an outlined work plan and the 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:

Contractor 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 on an outlined work plan unless the parties mutually agree to a modification 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 expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the 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 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:

Commercial General and Umbrella/Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability (CGL) written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability or another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with commercial Umbrella or Excess Liability policy.

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.

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 use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the Joint School No. 2 and contractor's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the Joint School No. 2.
4. 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.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

STUDENT DATA PRIVACY AND SECURITY

Contractor acknowledges its obligation to comply with the Idaho Data Accountability Act, Idaho Code Section 33-133. Contractor covenants and represents as follows:

1. Contractor 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 and comply with all federal and state laws;
2. Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure;
3. Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
4. Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
5. Contractor agrees to indemnify and hold harmless the School District from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
6. Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School District's record retention policy

PENALTIES FOR CONTRACTOR'S FAILURE TO COMPLY WITH STUDENT DATA PRIVACY AND SECURITY

Penalties for Contractor's non-compliance with state and federal law or Contractor's covenants and representations regarding Student Data Privacy and Security as set forth in this Agreement will be assessed at the discretion of School District's Board of Trustees and may include, but are not limited to:

1. Immediate termination of any contracts with the School District without cause and for convenience, without recourse by Contractor;
2. A two-year ban on Contractor's ability to contract and provide services to the School District; and
3. Any other sanction the School District's Board of Trustees deems proper and appropriate under the circumstances.

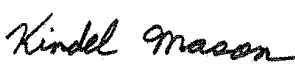
DEFINITIONS

1. **"Administrative Security"** consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data.
2. **"Aggregate Data"** is collected or reported at a group, cohort or institutional level and does not contain PII.
3. **"Data Breach"** is the unauthorized acquisition of PII.
4. **"Logical Security"** consists of software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.
5. **"Personally Identifiable Information (PII)"** includes: a student's name; the name of a student's family; the student's address; the students' social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, place of birth or mother's maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.
6. **"Physical Security"** describes security measures designed to deny unauthorized access to facilities or equipment.
7. **"Student Data"** means data collected at the student level and included in a student's educational records.
8. **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

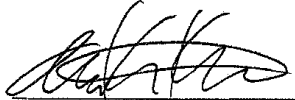
COMPLETE STATE OF TERMS:

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 instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this ____ 18th ____ day of
____ December _____, 2020 _____.



Superintendent/Designee Signature



Miller Behavior Group
Contractor

PBIS Rewards



PBIS Rewards Service Proposal For:

The Bridge Academy

Proposal Number: v99236

Date: October 27, 2020

Executive Summary

Motivating Systems, LLC dba PBIS Rewards (PR) will provide its PBIS Rewards Service to The Bridge Academy (Organization), Twin Falls School District, located at 616 Eastland Drive, Twin Falls, ID 83301, United States for the school year 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.

Primary Staff Contact

PR will provide access for the Organization's primary staff contact. The Organization's primary staff contact may provide authorization for additional staff members to perform administrative tasks associated with the PBIS Rewards application. Once access has been granted, the primary staff contact, or designees, will be responsible to ensure that all other staff members and students are granted access to the program. PR can assist in this process if issues arise, but the primary responsibility for granting access and setting permission levels for school staff members and students will rest with the Organization.

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)
- 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	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	1	\$500.00	\$500.00	USD
PBIS Rewards Per Student Fee	70	\$1.95	\$136.50	USD
Total Price			\$636.50	USD

PBIS Rewards must be renewed every school year.

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

***** The Advanced Referral System add-on is 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/help>

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.

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:

<https://www.pbisrewards.com/policies/platform-terms-of-service/>

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.

Security Protocols

Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PR shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by the Organization. Organization agrees to train staff members on security protocols and

ensure passwords are maintained in a secure environment to minimize unauthorized access.

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 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: Motivating Systems, LLC
dba PBIS Rewards
223 NW 2nd St, Suite 300
Evansville IN 47708
United States

ORGANIZATION: The Bridge Academy
616 Eastland Drive
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 for 60 days.

In accepting this agreement, Organization agrees to the work and terms as outlined in this proposal dated October 27, 2020. To accept the terms of this proposal please sign and deliver this document to Motivating Systems, LLC dba PBIS Rewards via email at sales@pbisrewards.com or fax at 812-660-9040.

SIGN: 
PRINT: Araceli Huicochea
TITLE: Principal
FOR: The Bridge Academy

PBIS REWARDS USE ONLY

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

Petruzzelli Electric

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

SERVICES CONTRACT

This contract is hereby made and entered into this 11th day of January,
2021, by and between Twin Falls School District, hereafter
called Owner, and Petruzzelli Electric, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Supply & install new lights in the boiler room (as per estimate)

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

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,557.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2021.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

Twin Falls School District Service Contracts

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

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

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

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

OWNER:

Twin Falls School District

By: 

Ryan Bowman

Title: Director of Operations & Technology Education

CONTRACTOR:

Petruzzelli Electric

Contractor's License #: ELE-C-23255

Public Works License # 007541-C-4

By: 

Title: member/co-owner

Pinnacle Technologies, LLC

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

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of December, 20 20, by and between Twin Falls School District, hereafter called Owner, and Pinnacle Technologies, LLC, hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following 8 work: Change ~~all~~ elevator cell radios from 3G to 4G (as per estimate)

Location that work is to be performed
at: All schools with elevators

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,840.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of December, 20 20, January 21
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

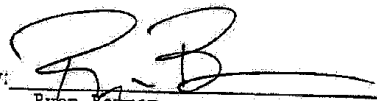
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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


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

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Pinnacle Technologies, LLC
Contractor's License #: 009285
Public Works License # 012998-D-4
By: 
Title: office manager

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

SERVICES CONTRACT

This contract is hereby made and entered into this 15th day of December,
20 20, by and between Twin Falls School District, hereafter
called Owner, and Pinnacle Technologies, LLC, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Change (18) Verizon sole path commercial fire alarm
communicators from 3G to 4G (as per estimate)

Location that work is to be performed
at: Various school locations

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,750.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 20 21.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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


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

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

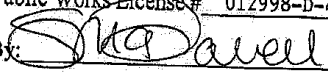
17. This agreement shall be interpreted under the laws of the State of Idaho.

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

OWNER:
Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Pinnacle Technologies, LLC
Contractor's License #: 009285
Public Works License #: 012998-D-4
By: 
Title: office manager

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

SERVICES CONTRACT

This contract is hereby made and entered into this 14th day of December, 2020, by and between Twin Falls School District, hereafter called Owner, and Pinnacle Technologies, LLC, hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace defective Silent Knight voice evacuation amplifier module

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

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,558.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 14th day of December, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

Twin Falls School District Service Contracts

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

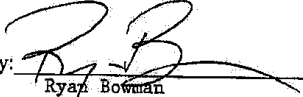
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

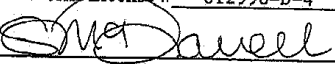
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Pinnacle Technologies, LLC
Contractor's License #: 009285
Public Works License # 012998-D-4
By: 
Title: office manager

Power School

	150 Parkshore Dr, Folsom, CA 95630 Remit Email: renewals@powerschool.com FAX: (916) 596-0950 Quote Date: 10/20/2020 Quote #: Q-410536-2
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Prepared By: Rebecka Cadle
 Customer Name: Twin Falls School District 411
 Contract Term: 12 Months
 Start Date: 11/9/2020
 End Date: 11/8/2021

Customer Contact: Ryan Bowman
 Title: Director of Operations
 Address: 201 Main Avenue W
 City: Twin Falls
 State/Province: Idaho
 Zip Code: 83301-6103
 Phone #: (208) 733-6900

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 11/9/2020 - 11/8/2021				
PowerSchool Enrollment Registration	9,765.00	Students	USD 2.66	USD 25,974.90
PowerSchool Special Programs 504	9,765.00	Students	USD 0.42	USD 4,101.30
License and Subscription Totals:				USD 30,076.20

Quote Total	
Initial Term	11/9/2020 - 11/8/2021
Initial Term Total	USD 30,076.20

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

Twin Falls School District Service Contracts

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 10-20-2020

PO Number: _____

Signature:

Printed Name:

Title:

Date:

Twin Falls School District Service Contracts

	150 Parkshore Dr, Folsom, CA 95630 Remit Email: renewals@powerschool.com FAX: (916) 596-0950 Quote Date: 10/20/2020 Quote #: Q-403067-1
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Prepared By: Rebecka Cadle
 Customer Name: Twin Falls School District 411
 Contract Term: 12 Months
 Start Date: 1/21/2021
 End Date: 1/20/2022

Customer Contact: Ryan Bowman
 Title: Director of Operations
 Address: 201 Main Avenue W
 City: Twin Falls
 State/Province: Idaho
 Zip Code: 83301-6103
 Phone #: (208) 733-6900

Product Description	Quantity	Unit	Extended Price
Initial Term 1/21/2021 - 1/20/2022			

PowerSchool SIS Maintenance and Support	9,765.00	Students	USD 54,391.05
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License and Subscription Totals: **USD 54,391.05**

Quote Total	
Initial Term	1/21/2021 - 1/20/2022
Initial Term Total	USD 54,391.05

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Twin Falls School District 411

Twin Falls School District Service Contracts

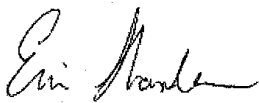
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Twin Falls School District 411

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 10-20-2020

Date:

PO Number: _____

Rock Creek Refrigeration

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

SERVICES CONTRACT

This contract is hereby made and entered into this 1st day of December,
20 20, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Remove old furnace, install new furnace, make duct work, vent
gas piping, wire up and start system (as per estimate) in Room 17

- Location that work is to be performed
at: Perrine Elementary School, 452 Caswell Ave.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$5,436.58. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 15th day of December, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

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

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

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

OWNER:

Twin Falls School District

By: 

Ryan Bowman

Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: 

Title: Owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 7th day of December,
2020, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Install new 10 ton RTU natural gas heat furnace w/economizer
(as per estimate)

Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,800.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of December, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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


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

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


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

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration
Contractor's License #: 011248
Public Works License # 011958-C-4
By: 
Title: Owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 7th day of December,
20 20, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Install gas line for 500K BTU roof top units (as per estimate)

Location that work is to be performed
at: Sawtooth Elementary School, 1771 Stadium Blvd.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$6,970.00. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 30th day of December, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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


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

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

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

OWNER:

Twin Falls School District

By: 
Ryan Bowman


Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: 

Title: Owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of December,
2020, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Repair steamer in Food Service Dept. (as per estimate)

Location that work is to be performed
at: Robert Stuart Middle School, 644 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,183.19. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of December, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

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

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

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

OWNER:

Twin Falls School District

By: 

Ryan Bowman

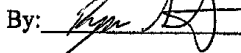
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: 

Title: Owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of December, 2020, by and between Twin Falls School District, hereafter called Owner, and Rock Creek Refrigeration, hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace 3 blower motors for RTU (as per estimate)

Location that work is to be performed
at: Canyon Ridge High School, 300 N. College Rd. W.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,042.13. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of December, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

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

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


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

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration
Contractor's License #: 011248
Public Works License # 011958-C-4
By: 
Title: Owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 8th day of December,
2020, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace inducer motor, relay & control board in Rooms
221 & 126 (as per estimate)

Location that work is to be performed
at: Canyon Ridge High School, 300 N. College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,351.17. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of December, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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


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

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

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

OWNER:

Twin Falls School District

By: 
Ryan Bowman

Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: 

Title: Owner

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of January,
2021, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace compressor on milk cooler (Food Service) as per estimate

Location that work is to be performed

at: Harrison Elementary School, 600 Harrison St.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,094.75. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of January, 2021.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

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

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

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

OWNER:

Twin Falls School District

By: _____

Ryan Bowman

Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: _____

Title: owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of January,
20 21, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Repair of gym air handler (as per estimate)

Location that work is to be performed

at: Oregon Trail Elementary School, 660 Park Ave.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,521.42. Once the work is completed, inspected and we receive the invoice from the Contractor, then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of February, 20 21.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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


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

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

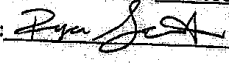
17. This agreement shall be interpreted under the laws of the State of Idaho.

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

OWNER:
Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration
Contractor's License #: 011248
Public Works License #: 011958-C-4
By: 
Title: owner

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

SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of February,
20 21, by and between Twin Falls School District, hereafter
called Owner, and Rock Creek Refrigeration, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace blower motor for RTU unit & repair wiring on other
unit (as per estimate)

Location that work is to be performed
at: Canyon Ridge High School, 300 N. College Rd. W.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$1,975.44. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 31st day of March, 2021.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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


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

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

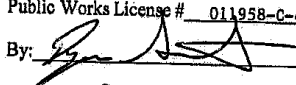
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Rock Creek Refrigeration
Contractor's License #: 011248
Public Works License #: 011958-C-4
By: 
Title: Owner

South Central Public Health District MOA

**MEMORANDUM OF AGREEMENT
BETWEEN
SOUTH CENTRAL PUBLIC HEALTH DISTRICT
AND
TWIN FALLS SCHOOL DISTRICT
FOR
USAGE OF THE ABBOTT BINAXNOW RAPID ANTIGEN TESTING CARDS**

This Memorandum of Agreement (MOA) is entered into effective on the date of final signature by and among South Central District Health located at 1020 Washington St. N, Twin Falls, Idaho 83301 and Twin Falls School District, located at 201 Main Avenue West, Twin Falls, Idaho 83331, collectively known as the "Parties".

I. Purpose

This MOA is prepared to identify joint responsibilities and operational requirements for the usage of Abbott BinaxNOW Rapid Antigen Card (referred to herein as the "Card") between South Central District Health (referred to herein as SCPHD) and Twin Falls School District (referred to herein as TFSD) commencing this date and continuing until amended or cancelled.

II. Description of Services and Agreements

The Parties have recognized the benefits of cooperating as entities of local public health and medical care providers, and in furthering that cooperation agree to share and manage the Cards. SCPHD shall distribute the testing cards to each Provider based on the population of the area served. The Parties specifically agree to the following:

A. For Abbott BinaxNOW Card users only, TFSD agrees to:

1. Participate in a one-time training session on the use of the Card and proper reporting procedures
2. Conduct training for all intended users of the Card on the necessary training.
 - Training videos, modules, guidance documents, and FAQs for the BinaxNOW™ test can be accessed on Abbott's website. For questions regarding the BinaxNOW™ test, please call Abbott Technical Services at 1-800-257-9525 or email ts.scr@abbott.com.

B. For Abbott BinaxNOW users, TFSD agrees to:

1. Adhere to all safety precautions, including but not limited to the use of Personal Protective Equipment and proper hygiene measures, when conducting tests with the Card.
2. Have sole usage of the Card to prioritize testing according to the following Tier system:
 - Tier 1 – Symptomatic teachers, staff, students of public or non-public schools

3. Report positive SARS CoV-2 results from tests run on the Card in accordance with IDAPA 16.02.10.
 - i. Positive and negative results of SARS-CoV-2 testing must be reported to state public health within 24 hours.
 - ii. Set up electronic reporting of results with the Bureau of Communicable Disease Prevention Epidemiology Section (EpiMail@dhw.idaho.gov).
4. Allow SCPHD to share the location of testing sites using the Card with high priority groups, community stakeholders, and the public.
5. Not charge for the Abbott BinaxNOW test. Administration fees are allowed. Providers may seek reimbursement opportunities through the Health Resources & Services Administration (HRSA) as described in the links below. On a case-by-case basis, SCPHD may reimburse Provider the administration fee for school staff in the Tier 1 category if insurance does not cover the cost of testing.
 - <https://www.hrsa.gov/CovidUninsuredClaim>
 - <https://coviduninsuredclaim.linkhealth.com/>

C. SCPHD agrees to:

1. Provide Abbott BinaxNOW rapid antigen test cards to TFSD, as available.
2. Provide TFSD with instructions/information to report results electronically to state epidemiology section.
3. Provide epidemiological support as needed.
4. Fill requests, as able, to resupply TFSD with Abbott BinaxNOW test cards.
 - i. To request more test cards, call 208-737-5915 or email – jiensen@phd5.idaho.gov

III. Term

This MOA is effective from the date of final signature for a period of one (1) year after which time it may be renewed. The agreement may be modified by mutual understanding of the Parties. Either party may terminate the MOA for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Parties agree to provide a best effort in maintaining all network services until proper equipment and services are put in place.

V. Insurance/Indemnifications

1. Both parties agree to maintain workers' compensation insurance on their own employees and volunteers.
2. South Central Public Health District and the TFSD agree to maintain liability insurance covering their respective officers, employees, agents, and volunteers, for any liability arising out of the conduct or omission of their respective officers, employees, agents, and volunteers, acting on behalf of their employer, in the performance of this agreement.

3. Nothing in this MOA shall be construed as expanding the liability of either party. In the event of a liability, each party shall defend their own interests. Neither party shall be required to provide indemnification to the other and each party shall be responsible for claims resulting from the negligence or willful misconduct of their respective officers, employees, volunteers and agents, acting on behalf of their employer, in the performance of this MOA. Nothing in this provision shall extend either party's indemnification or liability beyond that provided in the Idaho Tort Claims Act, Idaho Code 6-901 et seq, the aggregate of which is limited to \$500,000 by Idaho Code § 6-926.

**South Central Public Health
District**

By: _____
Signature
Melody Bowyer
Printed Name
District Director
Title
Date

Twin Falls School District

By: Brady D. Dickinson
Signature
Dr. Brady Dickinson
Printed Name
Superintendent
Title
11-12-2020
Date

St. Luke's Athletic Training Services

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 24th day of June, 2020 ("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 Southern 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's 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 certified 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 \$15,000 per school year. Compensation shall be paid in 10 monthly installments of \$1,500 for Services provided during the calendar year. The contracted amount is subject to an annual 3% rate increase, which will be discussed and agreed upon between St. Luke's and School prior to increase.
- B. School agrees that the St. Luke's Sports Medicine Coordinator 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.

- (1) School shall ensure that 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) School shall ensure that St. Luke's is recognized in all of School's programs and flyers at School's expense.
- (3) School will give St. Luke's 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 36 months, beginning August 1, 2020 and ending on July 31, 2023. This Agreement shall then automatically renew for additional 12-month periods, unless terminated as set forth herein.
- 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.
738 N. College Rd.
Suite C
Twin Falls, ID 83301
Attn: Chad Johnson, DO, Associate Medical Director for
St. Luke's Clinic Sports Medicine - Magic Valley

To School: Canyon Ridge High School
300 N. College Rd. W.
Twin Falls, ID 83301
Attn: Sean Impomeni, 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.

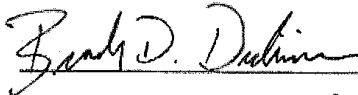
ST. LUKE'S MAGIC VALLEY REGIONAL
MEDICAL CENTER, LTD.



By: Pamela Lindemoen
Its: Administrator

Date: 08-04-2020

CANYON RIDGE HIGH SCHOOL



By: Sean Impomeni *Brady D. Kilson*
Its: Athletic Director *superintendent*

Date: 7/23/20

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$15,000 per year. 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.

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 4th day of May, 2020 ("Effective Date") by and between Twin Falls 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 Southern 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's 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 certified 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 \$15,000 per school year. Compensation shall be paid in 10 monthly installments of \$1,500 for Services provided during the calendar year. The contracted amount is subject to an annual 3% rate increase, which will be discussed and agreed upon between St. Luke's and School prior to increase.
- B. School agrees that the St. Luke's Sports Medicine Coordinator 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.
 - (1) School shall ensure that 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) School shall ensure that St. Luke's is recognized in all of School's programs and flyers at School's expense.
 - (3) School will give St. Luke's 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 36 months, beginning August 1, 2020 and ending on July 31, 2023. This Agreement shall then automatically renew for additional 12-month periods, unless terminated as set forth herein.
- 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.
738 N. College Rd.
Suite C
Twin Falls, ID 83301
Attn: Chad Johnson, DO, Associate Medical Director for
St. Luke's Clinic Sports Medicine - Magic Valley

To School: Twin Falls High School
1615 Filer Ave. East
Twin Falls, ID 83301
Attn: Nancy Jones, 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.

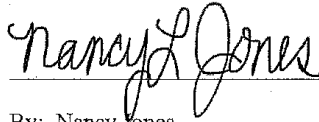
INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective as of the Effective Date above.

ST. LUKE'S MAGIC VALLEY REGIONAL
MEDICAL CENTER, LTD.

By: Pamela Lindemoen
Its: SVP COO

Date: _____

TWIN FALLS HIGH SCHOOL



By: Nancy Jones
Its: Athletic Director

Date: _____

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$15,000 per year. 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.

Superior Door Company of Idaho

01-22-'21 07:20 FROM- Superior Door

208-736-6768

T-936 P0001/0003 F-897

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

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of January, 2021, by and between Twin Falls School District, hereafter called Owner, and Superior Door Company of Idaho, hereafter called Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: 10' x 10' TS-125 insulated, flush commercial overhead door to be installed on shed (building #2) at South Hills (as per estimate)

Location that work is to be performed
at: South Hills Middle School, 1550 Harrison St. S.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,392.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 4th day of March, 2021.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

01-22-'21 07:20 FROM- Superior Door

208-736-6768

T-936 P0003/0003 F-897

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

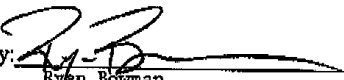
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

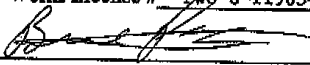
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Superior Door Company of Idaho
Contractor's License #: RCE-43701
Public Works License # PWC-C-11903-D-4
By: 
Title: Owner

Tek-Hut

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

SERVICES CONTRACT

This contract is hereby made and entered into this 16th day of December,
20 20, by and between Twin Falls School District, hereafter
called Owner, and Tek-Hut, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Fiber splicing & materials (as per quote)

Location that work is to be performed
at: Support Services, 301 Main Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the
sum of \$5,700.00. Once the work is completed, inspected and we receive the
invoice from the Contractor; then we will put it in our next regular accounts payable
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later
than the 31st day of January, 2021.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required
for the prosecution and timely completion of the work. Unless otherwise specified, all
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the
contract sum being increased or decreased accordingly by the Contractor. Any claims for

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

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

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

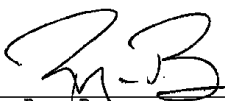
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

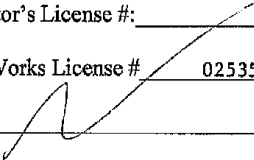
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

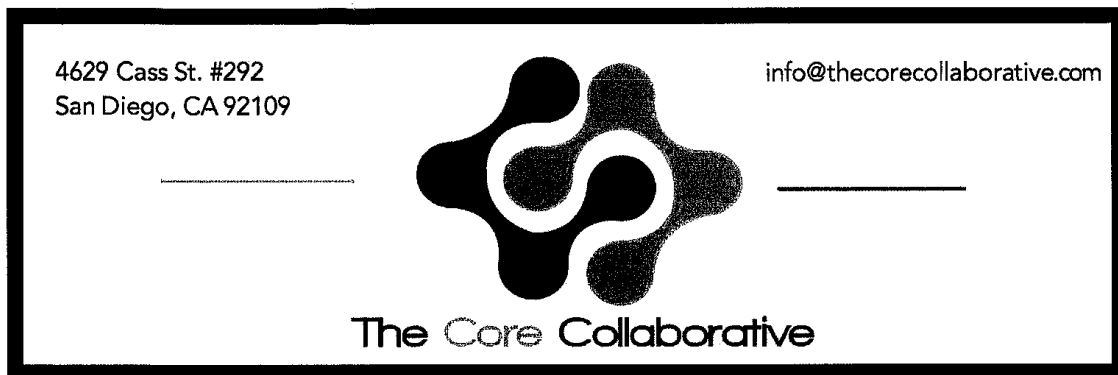
Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Tek-Hut
Contractor's License #: _____
Public Works License # 025359
By: 
Title: President

The Core Collaborative



Professional Development Proposal

Learner Centered Curriculum:

Submitted for consideration to:

Cheri McKenzie, Principal
Tana Schroeder, Instructional Coach
238 Buhl St N
Twin Falls, ID 83301
208-733-1321

mckenziech@tfsd.org
schroederta@tfsd.org

Proposal Submitted: 08.14.2020

Proposal Valid Until: 09.01.2020

Payment Terms: Net 30 Days
After Service

The EmpowerED Learner Series™ Overview:

The Core Collaborative enables professionals to partner together to determine the purpose and focus of their professional learning so that it can contribute to system innovation, system focus, collective action and a deeper understanding of what works best in schools.

The EmpowerED Learner Series™ has been organized into six professional learning strands to support teachers in creating optimal conditions for student centered approaches to learning with an emphasis on student ownership and collaborative learning.

1. EmpowerED Learner
2. EmpowerED Systems
3. EmpowerED Assessment
4. EmpowerED Curriculum
5. EmpowerED Coaching
6. EmpowerED Partnerships

Upon completion of strength based assessment, the school will work with a T.C.C learning specialist to determine the best entry point for innovating within the system.

The following information outlines suggested phases of implementation through an inquiry focus on **strengthening assessment for learning.**



The following is an overview of the professional learning designed to meet the needs of the system. Additional consultation with our consultant(s) will occur prior to the outset of this plan to confirm objectives and time lines. In addition, the focus of the plan (objectives for each day) can be altered during the course of this plan based on client need.



Part I: Proposal Overview

A. Student-Centered Assessment: The Formative Assessment Process in Action

- Nationally, formative assessment has been misunderstood; ineffective formative assessment implementation has required more testing and scoring of tests that don't give a window into students' thinking or understanding.
- Teacher teams will learn how to develop transferable, criteria-based tasks to support next generation learning outcomes. Our formative assessment model puts students at the center of the learning. We partner with students in learning so they are empowered to:
 - Know where they are going
 - Know where they are
 - Know their next steps

B. Student-Centered Curriculum: Creating a Coherent, Viable, Equitable Curriculum

- Creating an equitable, viable, and coherent curriculum takes time and requires collaboration at all levels of the system. These components are the core to successful Impact Teams because it creates tightly focused and targeted dialogue around tangible student outcomes.
- Designing curriculum is the first step to building a learning environment for student ownership and empowerment. Quality curriculum doesn't just communicate the "what" to teachers; it also gives direction to the "how."
- In order to create time and space for students to take ownership of the learning through the formative assessment process, teams must ensure all students have multiple opportunities to show mastery as their learning builds across time in a coherent way.
- Teams will engage in our 6 Step Curriculum Process over a series of days throughout the year:
 1. Determine and refine focus standards based on developmentally appropriate competencies, state and district data, and concepts that transcend across a system.
 2. After focus standards are determined and feedback given from across the system, teams will create vertical learning progressions and determine the time needed.
 3. Teams will then learn a six step process called Unpacking for Success.
 4. Once unpacked, teams will use focus standards to determine product, performance, and create student friendly learning targets.
 5. Finally, the focus standards and transferrable tasks will be organized and sequenced for coherence using the district curriculum resources.
 6. Once these formative tasks are aligned to focus standards, then teachers begin to engage in learning the formative process to increase student ownership in an effort to develop assessment capable learners

C. Student-Centered Curriculum: Leveraging Learning Progressions

- A learning progression is a road or pathway that students travel as they progress toward mastery of the skills needed for career and college readiness. Each road follows a route composed of a collection of building blocks that are defined by the content standards for a subject. We assist districts and schools in determining "FOCUS learning progressions" that will create the most leverage for increasing student learning.
- These pathways or progressions ground both instruction, and the formative assessment process.
- Developing clear learning progressions provide teachers and students the clarity they need to identify where they are at in the learning in relationship to their classroom and individual student learning goals.



Part II: Deliverable Outcomes

Student-Centered Assessment

- Identify the characteristics of an Empowered Learner
- Recall the high yield influences that support student ownership of learning
- Understand the benefits of efficacy
- Describe the relationship between teacher/classroom clarity and the formative process
- Explain how a learning progression can help support learners and teachers
- Create critical formative tasks along a progression of learning tied to focus standards.

Student-Centered Curriculum

- Define an equitable, viable, coherent curriculum
- Unpack focus standards to determine clear learning intentions based on key competencies
- Develop rationale statements for every focus standard
- Organize and sequence standards for a coherent pacing across a learning year
- Enhance teacher clarity through learning progressions
- Create formative, critical writing tasks with success criteria aligned to standard-based learning intentions
- Learn a variety of ways to frame learning intentions based on the unpacked standards
- For K-1, special emphasis will be placed on Guided Reading and Foundational Skills Standards.

Peer Power

- 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



Curriculum Checklist: Student Centered Curriculum Design

Focus Standards | Vertical + Horizontal Progressions

- ☐ Standards prioritized vertically; we call these standards "Focus Standards" since these standards will be the "focus" of the formative assessment process. Students engage in self and peer assessment, will set learning goals and will gather evidence of progress and mastery for these standards.
- ☐ Horizontal progressions check the alignment and the degree to which assessments match the content standards through out the year.
- ☐ Formative and Summative Assessments will be created for these standards & progressions

Big Ideas & Essential Questions: Relevance

- ☐ Big ideas & essential questions have been created for each focus standard(s) or cluster of focus standards for each unit. When learning intentions have been mastered students should be able to respond to essential questions accurately in their own words, they should arrive at the big ideas by mastering unit learning intentions/targets and success criteria.

Pacing

- ☐ Focus Standards Placed in Units / supporting standards are also placed and support learning of the focus
 - o ELA: Reading, Vocabulary, Writing including Grammar & Conventions, Speaking, Listening, Technology
 - o MATH: Content Standards & Process Standards
 - o Other: Content Standards, Process Standards, Content Literacy Standards
- ☐ Focus Standards: Standards that are more cognitively demanding should be introduced early on in the year to ensure that students have multiple opportunities to succeed. The curriculum document signals to teachers that they must teach these standards explicitly towards the beginning of the year in order to have enough time for mastery of the standard. Pre-Assessment is recommended. Students must get multiple opportunities with feedback before final evaluation of these standards.
- ☐ Focus Standards: spiral and/or repeat (multiple opportunities to succeed)
- ☐ Check for vertical & horizontal coherence

Formative Assessment & Feedback

- ☐ Time for the formative assessment process & performance assessment is included and recommended in pacing. Time is allotted for self and peer assessment and student goal setting
- ☐ Formative Criteria Based Assessments Developed & Organized
- ☐ Performance Assessments Developed: Strategically Placed
- ☐ Impact team (PLC) meeting time is recommended in pacing
- ☐ Learning Intentions & Success Criteria are aligned to Focus Standards / Progressions

Student Ownership

- ☐ System is in place for students to track progress and mastery of focus standards (E-Portfolio)
- ☐ Time is allotted for student revision, goal setting, and portfolio development

Re-engagement

- ☐ Instructional time and extra practice time is given to re-engage (intervene or acceleration) students during core instruction (extra days/one week)
- ☐ Time is dedicated outside of "core instruction" for intervention and acceleration.
- ☐ Students are re-assessed after "re-engagement" to understand impact

High Impact Strategy Suggestions

- ☐ Strategies are suggested and specifically detailed for easy implementation (web links, directions, etc)
- ☐ Strategies must be connected to Unit Big Ideas



Curriculum Checklist: Student Centered Curriculum Design

Focus Standards | Vertical + Horizontal Progressions

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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

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: 1.33 ES
- Collective Efficacy: 1.57 ES



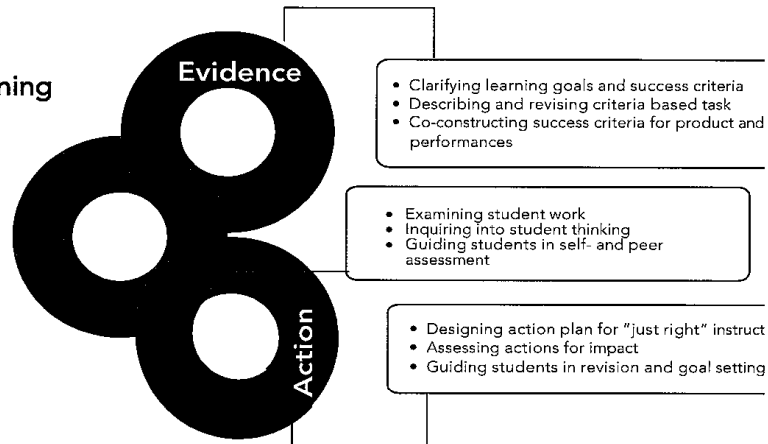
www.thecorecollaborative.com | 819-432-CORE (2673) | Info@thecorecollaborative.com

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

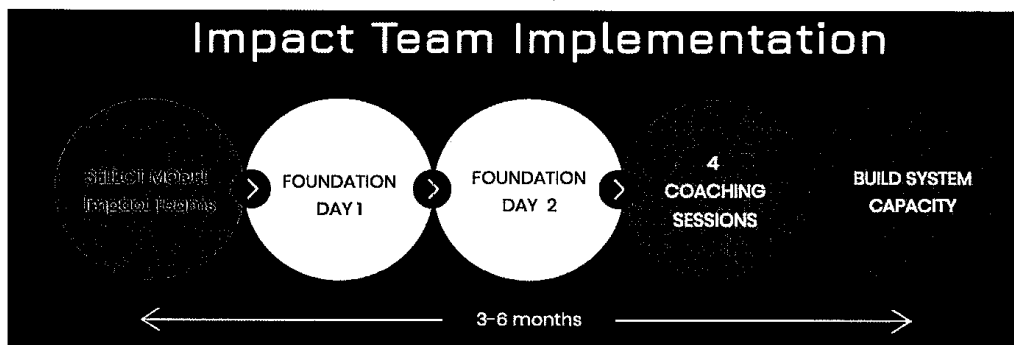
The Impact Teams model is used in team meetings and with students to

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.

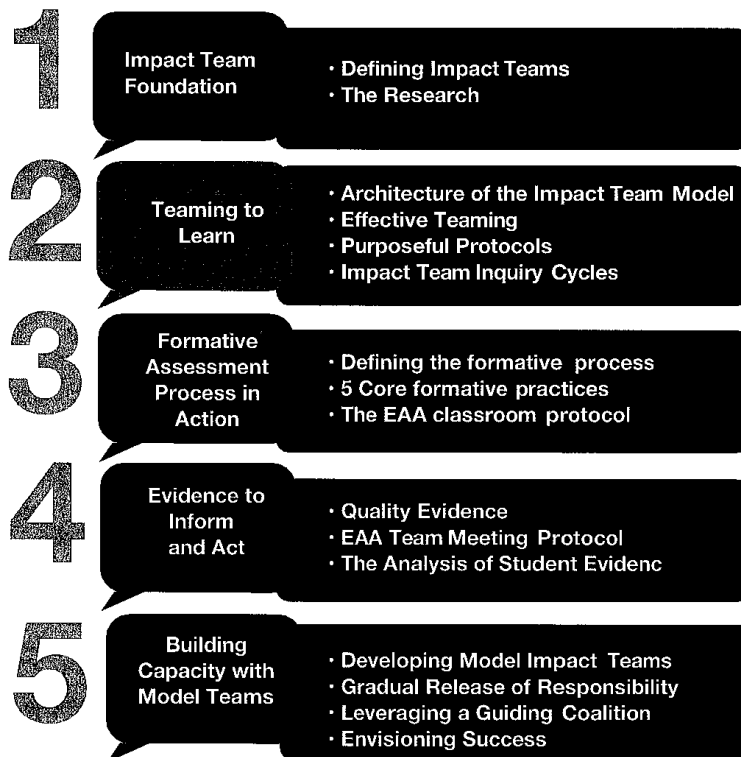


1) IMPACT TEAM FOUNDATION TRAINING

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

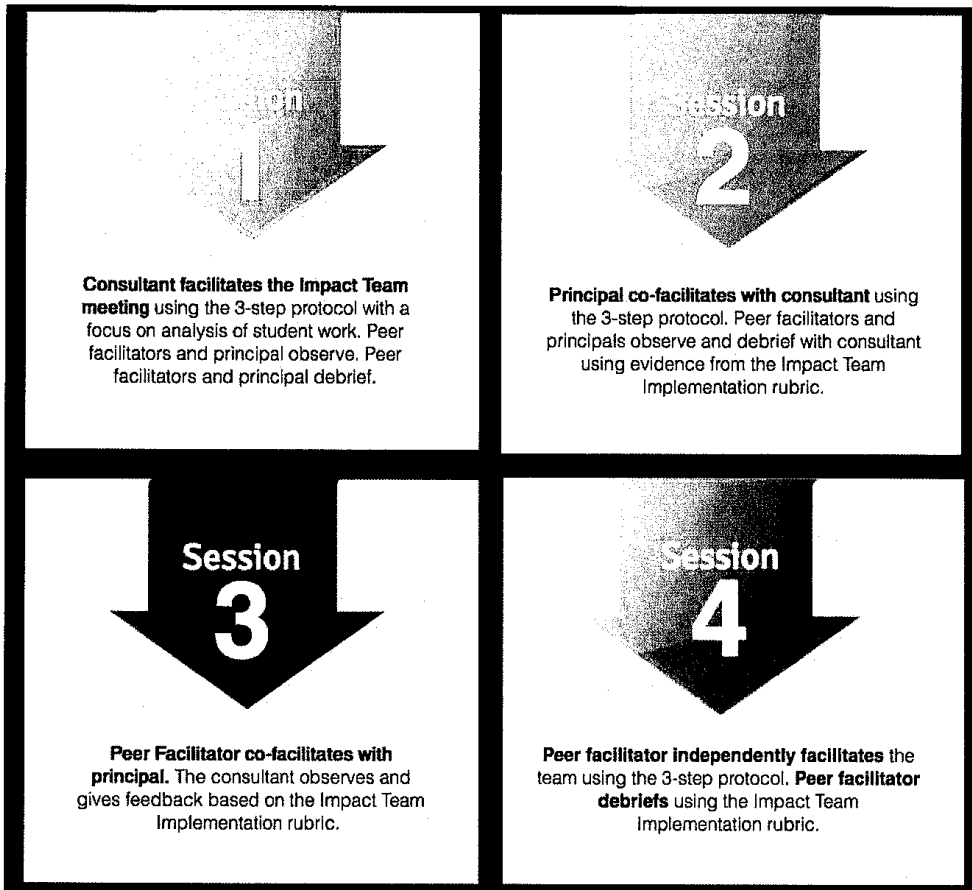


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2) IMPACT TEAMS DEEP IMPLEMENTATION COACHING

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



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TESTIMONIALS

[Click here](#) to see our Impact Teams in Action on our YouTube Channel.

[Click here](#) for our case studies across the nation.

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

RESOURCES

- Leading Impact Teams: Building a Culture of Efficacy books can be purchased through Corwin/Sage Publishing and is recommended for grade level leaders.
- Leading Impact Teams Coaching Handbooks will be required and can be purchased through Mimi & Todd Press, Inc. at \$24.95/participant. A separate estimate/invoice will be submitted for review.



Part III: Financial Investment

Empowered Curriculum- Clarity Day 1 Day- Sept. 08, 2020 1/2 day K-2 1/2 day 3-5	\$4,950.00/Day
SUBTOTAL	\$4,950.00/Day
*Leading Impact Teams Model Teams 2 days of coaching split up into 1 hour increments up to 12 hours of virtual coaching for the 2020-2021 school year.	\$4,200.00/Day
SUBTOTAL	\$8,400.00
TOTAL	\$13,350.00

*Leading Impact Teams Workbooks are required for all participants. Please see next page of this proposal. These workbooks are available from Mimi and Todd Press. Please email info@mimitoddpress.com for further information.

Please Note:

In the event local, state or federal authorities issue orders or laws requiring social distancing, imposing travel restrictions or limiting or prohibiting large group gatherings, all TCC professional learning will be delivered virtually as soon as practicable. It is the responsibility of each educator to ensure they have access to a device (laptop preferred) to participate in the virtual sessions. We will revise the professional learning schedule based on best-practice virtual learning pedagogy and CDC guidelines. For purposes of clarity, TCC's obligations under this contract shall be considered met when it makes its services available to the educator virtually. The educator's inability to participate in virtual sessions due to his/her/its failure to connect their device to the virtual sessions shall not be considered breach of contract by TCC.

Discount Available. TCC offers a 5% discount for pre-paying the amount due. If the system decides to take advantage of the pre-paid discount the balance needs to be paid 15 days in advance of the delivery of the first virtual and/or face-to-face PD session. If the balance of pre-pay has not been received prior to this date the discount will no longer apply



www.thecorecollaborative.com | 819-432-CORE (2673) | info@thecorecollaborative.com

	ISBN: 2370000603227
	Pricing: Per Participant- \$24.95
	Discount: Free shipping on orders over \$500

Leading Impact Teams: Building a Culture of Efficacy: Coaching Handbook

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 by focusing on critical learning goals, analyzing evidence, and taking collective action
- Partner with students to strengthen student ownership of learning and develop assessment-capable learners
- Engage students in self and peer assessment by embedding formative assessment into the classroom
- Build a culture of efficacy based on strengths, trust, collaboration, and the use of practical, easy-to-implement protocols

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

The Impact Teams Coaching Handbook is a resource to support deep implementation of the Impact Team System Innovation Model. This handbook has resources for teams to guide them through the five core Impact Team pathways. 1) Impact Team Foundation 2) Teaming to Learn 3) The Formative Process in Action 4) Evidence to Inform and Act 5) Leading Model Teams. The handbook directs teams to resources found in the Leading Impact Teams publication, extra resources in the handbook's appendices and online resources. The gradual release implementation model is also outlined in the handbook as well as online ancillary resources for launching Impact Team Inquiry.



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	ISBN:9781950089000
	Pricing: Per Participant - \$27.95
	Discount: 15% off order of 30 books or more 20% off order of 50 books or more Free shipping on orders over \$500

Peer Power: Unite, Learn and Prosper • Activate an Assessment Revolution

Activate an assessment revolution with the Peer Power Feedback Framework! Formative assessment produces greater increases in student learning and is cheaper than other efforts to boost achievement. Peer Power gives teachers a practical 6-step framework for empowering students to take ownership of their learning through the self and peer assessment process.

The Peer Power Framework:

- expands feedback to learners
- amplifies quality classroom discussion
- expands student goal setting
- infuses dispositional learning
- strengthens metacognitive thinking
- integrates SEL practices into classroom culture

Thirteen practitioners offer concrete, practical strategies to support peer assessment in primary, upper elementary, secondary, math, English, social studies, and science. There is content dedicated to supporting English language learners and the use of technology to support goal setting and reflection.

Peer Power isn't just for students; there are three chapters written by experts on how to harness the capacity of teams (PLC's and Impact Teams) to strengthen their collaborative expertise to put learners at the center of the assessment process.

If you are a fan of formative assessment and feedback, if you believe in student-centered approaches to learning, if you want to increase student achievement by developing self-directed learners -- you will be a big fan of Peer Power.

Contributions By: Eric Bjornstad, Lisa Cebalak, Rupa Chandra-Gupta, Lori Cook, Rachel Fairchild, Gary Giordano, Dave Horton, Katie Smith, Sarah Stevens, Isaac Wells.



www.thecorecollaborative.com | 819-492-CORE (2673) | Info@thecorecollaborative.com

Part IV: Company Contacts

It has been my pleasure working with you to bring this unique opportunity to learn to your staff.

Our next steps are as follow. Let's:

- ✓ **Set up a time to review this proposal** to make sure it is exactly what you need to provide to your colleagues and the decision-makers that will be involved in the process.
- ✓ **Hold dates with the Consultant(s)**, the earlier we can do this will assure that we can provide the work on the dates you need! We don't need to have a signed contract in order to hold dates with a Partner Consultant.

Please contact us at your earliest convenience.

Warm Regards,



Sarah Stevens, National Director of Professional Learning
Phone: 620.404.8782
Email: sarah@thecorecollaborative.com



Brian Roy, Executive Director of Learning Partnerships
Phone: 818.967.1674
Email: brian@thecorecollaborative.com



Tony Francoeur, Chief Financial Officer Phone:
858.688.1177
Email: tony@thecorecollaborative.com

For Other Professional Learning Services, Please Visit <http://www.thecorecollaborative.com>



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



Estimate

ADDRESS

Ms Cheri McKenzie
Lincoln Elementary School
238 Buhl St N
Twin Falls, ID 83301

ESTIMATE # 1882

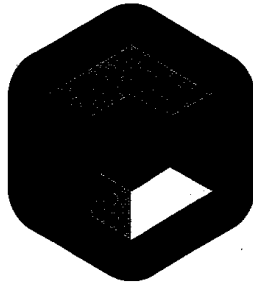
DATE 08/12/2020

ACTIVITY	QTY	RATE	AMOUNT
Professional Development:Learner Centered Curriculum Empowered Curriculum- Clarity Day 1 Day- Sept. 08, 2020 1/2 day K-2 1/2 day 3-5	1	4,950.00	4,950.00
Professional Development:Learner Centered Curriculum Leading Impact Teams Model Teams 2 days of coaching split up into 1 hour increments up to 12 hours of virtual coaching for the 2020-2021 school year.	2	4,200.00	8,400.00
TOTAL			\$13,350.00

Accepted By

Accepted Date

The Core Project



The Core Project 19941 N. Gunning Rd
2087558781 Rathdrum, Idaho
83858
United States

Billed To
Roger Keller
Magic Valley High School
512 Main Ave N.
Twin Falls, Idaho
83301
United States

Date of Issue
11/10/2020

Due Date
12/10/2020

Invoice Number
00001394

Amount Due (USD)
\$10,299.00

Description	Rate	Qty	Line Total
Core Lessons Curriculum License Core Lessons are integrated into the school environment and develop social/emotional skills in students on a weekly basis through the classroom teacher. Three years worth of lessons, 35 lessons a year.	\$3,299.00	1	\$3,299.00
The Core Project Staff Development A powerful and engaging Professional Development session for the entire school staff. Focuses on the principles of social/emotional learning, human behavior, and action steps to connect more intentionally as a team and with students. Staff will become more united, understand the role SEL plays in the school, and prepared to facilitate Core Lessons in the classroom.	\$2,850.00	1	\$2,850.00
Core Leadership Training An engaging and interactive full-day student leadership workshop to build strong leaders with an emphasis on service, commitment, purpose, and positive influence among peers.	\$1,650.00	1	\$1,650.00
Core Day A student-centered assembly experience designed to unify the student body. In an engaging manner, students experience empathy, compassion, and understanding and become more connected.	\$1,650.00	1	\$1,650.00
Estimated Travel Expenses Two trips, one for staff development, the other for student services	\$850.00	1	\$850.00

Twin Falls School District Service Contracts

Subtotal	10,299.00
Tax	0.00
Total	10,299.00
Amount Paid	0.00
Amount Due (USD)	\$10,299.00

Terms

All terms governThese terms and conditions govern the agreement formed by your acceptance of the estimate given to Client by The Core Project ("TCP"). These terms are incorporated by reference into the estimate and control over any inconsistent terms in your purchase order or other acceptance.

Services. Upon acceptance by Client, TCP will perform the services described in the estimate according to a mutually agreeable service schedule. Any additional services requested by Client and not covered by the estimate will incur additional charges.

Charges. The services outlined in this estimate are adjustable in a final estimate to fit the Client needs. Once adjusted and upon acceptance of the final estimate the Client commits to the services and charges described in the estimate, and Client agrees to pay TCP such charges.

Travel Expenses: Client is responsible for all travel-related expenses, including airfare, hotels, car rentals, meals, mileage and other incidental expenses. TCP agrees to purchase the most economical airfare to and from Client so as to minimize costs. In the event TCP travels by car to Client, TCP will be reimbursed for mileage at the current IRS rate per mile, or pay for car rental expenses, whichever is less cheaper. All travel related expenses incurred by TCP will be billed to Client, and are in addition to costs associated with this estimate.

Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by Client do not become binding upon TCP unless accepted by TCP in writing. Any such changes may result in additional or increased charges, and Client agrees to pay such increased charges.

Client is responsible for payment of all applicable federal, state and local taxes and assessments (including sales, use and similar taxes) levied on the transaction contemplated by the estimate. No tax exemption will be recognized unless a valid exemption certificate is provided.

Payment Terms. All invoices for services covered by the estimate are payable within thirty (30) days after invoice date (i.e. net 30). Acceptance of final estimate TCP will invoice Client for 50% of the total invoice, or within a mutually agreeable invoice schedule agreed upon in writing between TCP and Client. Acceptance of the final estimate commits Client to 50% of the invoice total, or up to the actual rendered services, whichever is more.

Termination. In the event Client terminates services, Client is responsible for 50% of the invoice, or the actual rendered services, whichever is more. TCP may terminate the estimate and cease performance of the services if Client fails to timely pay or perform any obligation imposed under the estimate or these terms, and such failure to pay or perform continues for a period of three (30) business days from the date TCP furnishes written notice thereof to you.

Independent Contractor. TCP is an independent contractor of Client, and nothing in the estimate or these terms will be construed as creating a partnership, joint venture or relationship other than that of independent contractors between Client and TCP.

Late Charges; Interest. Any invoices not paid by Client on or before the due date will bear interest after the

due date until the invoice is paid at the lesser of twelve (12%) percent per annum or the highest lawful rate.

Limitation of Liability. In no event will TCP be liable to Client for special, exemplary, indirect, incidental or consequential damages, including loss of profits, revenues or goodwill, arising out of or relating to the estimate or the work, whether the claim is based upon contract, breach of warranty, tort or other theory, even if TCP is advised of the possibility of such damages. TCP's liability arising out of or relating to the estimate or the work will not exceed the sums paid or payable by you to TCP under the estimate.

Publicity. You authorize TCP to list you as a client of TCP on TCP's website and on any other internal and external promotional materials and communications. TCP is not to be held liable by the Professional Services and Consulting Agreement from Idaho Division of Career Technical Education

Twin Falls County MOU

Tutor of Safe House

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this ____ day of _____, 2020, between _____ (CONTRACTOR), an employee of Twin Falls School District; Twin Falls School District (SCHOOL DISTRICT), incorporated and existing under the laws of the State of Idaho; Safe House, a state licensed group home; and Twin Falls County (COUNTY), a political subdivision of Idaho, acting through its governing body the Board of County Commissioners.

The parties agree as follows:

1. **SCOPE OF WORK:** COUNTY engages CONTRACTOR provided by SCHOOL DISTRICT to perform the individual as well as group educational instruction with Safe House as a part-time educator/tutor as set forth in this Agreement.
2. **EFFECTIVE DATE:** This contract shall be effective when signed by all parties.
3. **TERM:** This contract shall be effective when signed by all parties and shall continue for one (1) year from the effective date, or until funding and grants are no longer available for the position, whichever occurs first.
4. **TERMINATION:** Termination by CONTRACTOR must be in writing and delivered two weeks prior to the termination date. Safe House Director and/or COUNTY may terminate this agreement at any time without notice. Such termination must be in writing with an explanation of the reasons for the decision. Otherwise, this Agreement shall continue based on funding and grant availability.
5. **PAYMENT:** The SCHOOL DISTRICT will be funding the CONTRACTOR, having set aside funds specifically to provide a tutor to Safe House. SCHOOL DISTRICT agrees to pay CONTRACTOR for services rendered under this Agreement on an hourly basis at the rate of **\$25.00/hour**. Hours will be established between Safe House and the CONTRACTOR to work best with the CONTRACTOR's schedule.
6. **DUTIES OF THE PARTIES UNDER THE CONTRACT.**
 - a. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR:** In consideration of payment from SCHOOL DISTRICT on the behalf of COUNTY (as described below), CONTRACTOR will perform the following services:
 - i. To represent self in an appropriate manner in both appearance and attitude when performing duties.
 - ii. To be reliable and timely in fulfilling any part of the agreement.
 - iii. To seek and accept the guidance and support of the Safe House Director (Director) in completing assignments.
 - iv. To perform a quality job that fully utilizes CONTRACTOR'S talents and skills.
 - v. To provide notices of absence and of intention to terminate. (See Termination Clause above.)

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE

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- vi. To ensure that the academic instruction being provided is accurate and reflective of the current school curriculum.
 - vii. In the event that additional work or outside services are required, CONTRACTOR shall provide notice to the COUNTY, and be subject to approval by the COUNTY.
- b. **COUNTY'S DUTIES:** In exchange for the above service, the COUNTY shall perform the following to facilitate this agreement:
- i. To provide feedback to SCHOOL DISTRICT on an as-needed basis regarding performance, attitude, praise and/or concerns of the CONTRACTOR.
 - ii. To provide adequate notice if CONTRACTOR'S hours will be reduced due to funding or grant issues as communicated to the COUNTY by the SCHOOL DISTRICT.
 - iii. To provide notice if the position must be eliminated due to budget issues or if the grants and funding are inadequate to maintain the position.
7. **CONTRACTOR'S RIGHTS:**
- a. To receive a clear description of duties in order to perform contracted services, and the opportunity for a meaningful work experience.
 - b. To be provided, within reason, the information, guidance, resources, and tools necessary to meaningfully and productively perform the contracted services.
 - c. To receive consideration and responses to suggestions, questions and concerns, including timely feedback.
 - d. To have access to the Director for assistance in resolving problems.
 - e. To receive respect and appropriate recognition and appreciation for efforts and contributions.
 - f. At the discretion of the Director, depending on the nature of the work, CONTRACTOR may be entitled to incidental expenses. Reimbursements shall be made monthly. At the beginning of each month, a Safe House employee will gather the necessary records from the CONTRACTOR. Should this not happen, CONTRACTOR is responsible to deliver all pertinent records to the Director.
8. **SCHEDULES AND HOURS:** Duty hours will be mutually agreed upon between COUNTY and CONTRACTOR. Hours will be based on upon CONTRACTOR's schedule and availability.
9. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent CONTRACTOR and is not an employee, servant, agent, partner, or joint venturer of COUNTY. COUNTY shall determine the work to be done by CONTRACTOR, but CONTRACTOR and SCHOOL DISTRICT shall determine the legal means by which it accomplishes the work specified by COUNTY.
10. **FEDERAL STATE AND LOCAL PAYROLL TAXES:** As CONTRACTOR is an employee of the SCHOOL DISTRICT, neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE

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as an employee of the COUNTY with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR'S income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

11. **LICENSES AND LAW:** CONTRACTOR represents that he or she possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of these services.
12. **FRINGE BENEFITS:** Because CONTRACTOR is an employee of SCHOOL DISTRICT, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.
13. **WORKERS COMPENSATION:** SCHOOL DISTRICT shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance.
14. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR'S sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein, except as otherwise stated in this agreement.
15. **MERGER:** This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are no promises, terms, conditions or obligations other than those contained in this Agreement. All previous contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.
16. **INSURANCE:** The SCHOOL DISTRICT must maintain personal professional liability insurance on CONTRACTOR and his or her property. Proof of said insurance must be provided to the COUNTY. CONTRACTOR is aware that he/she is not covered by the COUNTY insurance policy.
17. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this Agreement.
18. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
19. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE

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Twin Falls Glass

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of January,
20 21, by and between Twin Falls School District, hereafter
called Owner, and Twin Falls Glass, hereafter called
Contractor.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following
work: Replace steel door/frame at Maintenance Building (as per estimate)

Location that work is to be performed

at: Twin Falls School District Maintenance Building, 1138 Highland Ave. E.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,803.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 28th day of February, 20 21.
MARCH NBS
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

Twin Falls School District Service Contracts

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

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

Twin Falls School District Service Contracts

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

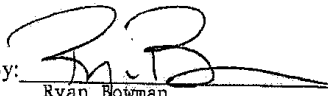
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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


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

OWNER:

Twin Falls School District

By: 
Ryan Bowman
Title: Director of Operations & Technology Education

CONTRACTOR:

Twin Falls Glass
Contractor's License #: RCE-23838
Public Works License # 012457-C-4
By: 
Title: OWNER

Twin Falls School District Service Contracts

action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

20. JURISDICTION: This agreement shall be governed and interpreted by the laws of the State of Idaho, with venue in the Fifth Judicial District, County of Twin Falls, State of Idaho.

Dated this ____ day of _____, 2020.

TWIN FALLS COUNTY BOARD OF COMMISSIONERS

Don Hall, Chairman

Jack Johnson, Commissioner

Brent Reinke, Commissioner

Attest:

Kristina Glascock, Clerk

TWIN FALLS SCHOOL DISTRICT

Twin Falls School District, Board Chair

CONTRACTOR - TUTOR

Print name: _____

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE
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