



Idaho Division of Vocational Rehabilitation

2025 W. Park Place, Suite 101

Coeur d'Alene, ID 83814

(208) 769-1441

Fax: (208) 769-1440

May 23, 2018

West Bonner School District
134 Main Street
Priest River, Idaho 83856

Enclosed is the Cooperative Agreement between IDVR and School Districts # 83, 84, 101 and 272 for the SFY 2019 and 2020.

|

CC: Tim Douglas 6.7.18; YC 6.14.18

**COOPERATIVE AGREEMENT
BETWEEN
THE IDAHO DIVISION OF VOCATIONAL REHABILITATION AND
School Districts 83, 84, 101 and 272
SFY 2019 through SFY 2020**

I. PURPOSE

The Idaho Division of Vocational Rehabilitation (IDVR) and School Districts 83, 84, 101 and 272 enter into this agreement solely to facilitate the transition of students with disabilities from K-12 public education into adult life. This transition to adult life may involve any or all of the following goal oriented activities: post-secondary education, training and job placement, direct placement into appropriate employment (to include supported employment if required), advocacy and any other activities that are relevant to the student and within the scope of IDVR's mission and role.

Additionally, IDVR will collaborate with the District to provide or arrange for the provision of pre-employment transition services for students with disabilities who are in need of these services. Pre-employment transition services include: job exploration counseling; work-based learning experiences that are provided in a competitive integrated environment, to the maximum extent possible; counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education; workplace readiness training to develop social skills and independent living; and instruction in self-advocacy. These pre-employment transition services may be provided to students who are eligible for or receiving section 504 services, in addition to students eligible for or receiving services under an IEP. Students with disabilities who are not on a section 504 or who are not on an IEP are also eligible for Pre-employment transition services. IDVR will not provide pre-employment transition services that the school customarily provides under IDEA.

Transition planning and services are a required component of Individual Education Plans under the Individuals with Disabilities Education Act (IDEA).

To this end the parties to this agreement will work together to:

- A. Assist the student with disabilities to make informed choices regarding their adult living goals. The student's parents or guardians will be included in this planning process.
- B. Ensure compliance with the relevant transition planning and provision of services processes as required by the Individuals with Disabilities Education Act (IDEA), P.L. 105-17.
- C. Ensure that all transitioning students with disabilities engage in an assessment of their ability to benefit from vocational rehabilitation services as allowed for by the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128.

- D. Use the provisions of IDEA and Workforce Innovation and Opportunity Act (WIOA) to benefit individual students with disabilities; by developing a cooperative, team approach to transition that is seamless rather than fragmented.

II. PROGRAM AND SCOPE OF SERVICES

A. IDVR and School Districts 83, 84, 101 and 272 Agree:

1. This agreement recognizes that the parties are entering into a relationship which emphasizes a multi-disciplinary team approach to transition and Vocational Rehabilitation. A multi-disciplinary team includes the VR Counselor, student, parent or guardian, and school staff. This will allow for flexibility yet will also recognize that those services which are distinctive to the credentials of a specific staff will be performed by that staff.
2. That those obligations specifically assigned to the parties to this agreement by law, regulation or rule will not be violated in the discharge of this cooperative agreement.
3. That they will collaborate in the development of the transitioning student's Individual Education Plan (IEP) and the development of any relevant Individualized Plan for Employment (IPE). Approval of the IEP is vested with School Districts 83, 84, 101 and 272, the student, and his/her parents or guardian. Approval of the IPE is vested solely with IDVR, the student, and his/her parents or guardian.
4. That the determination of the student's eligibility for Vocational Rehabilitation services rests exclusively with IDVR.
5. That they will share student information as necessary. (See Section IV regarding confidentiality of student information).
6. That they do not illegally discriminate in employment, eligibility for services or type of service provision based solely upon considerations of race, color, creed, age, sex, or disabling condition. They further agree that they do not contract or otherwise do business with other parties or entities that do.
7. That each party will individually keep such records as required by law, regulation or rule. Said records will be open to official audits required by State or Federal Law.

B. School Districts 83, 84, 101 and 272 Agrees:

1. To transfer to IDVR certifiable non-Federal monies in the amount of [dollar amount] for SFY 19, and [dollar amount] in SFY 20, based upon the estimated annual enrollment and upon receipt of appropriate billing, of certifiable non-federal monies which IDVR will use to match available federal monies appropriated under the Rehabilitation Act. These monies will be used expressly for allowable costs incurred by IDVR in the furtherance of this cooperative agreement. (Please see attachment #1 incorporated by reference for clarification of breakdown of monies per school or school district.) Written verification will

- D. Use the provisions of IDEA and Workforce Innovation and Opportunity Act (WIOA) to benefit individual students with disabilities; by developing a cooperative, team approach to transition that is seamless rather than fragmented.

II. PROGRAM AND SCOPE OF SERVICES

A. IDVR and School Districts 83, 84, 101 and 272 Agree:

1. This agreement recognizes that the parties are entering into a relationship which emphasizes a multi-disciplinary team approach to transition and Vocational Rehabilitation. A multi-disciplinary team includes the VR Counselor, student, parent or guardian, and school staff. This will allow for flexibility yet will also recognize that those services which are distinctive to the credentials of a specific staff will be performed by that staff.
2. That those obligations specifically assigned to the parties to this agreement by law, regulation or rule will not be violated in the discharge of this cooperative agreement.
3. That they will collaborate in the development of the transitioning student's Individual Education Plan (IEP) and the development of any relevant Individualized Plan for Employment (IPE). Approval of the IEP is vested with School Districts 83, 84, 101 and 272, the student, and his/her parents or guardian. Approval of the IPE is vested solely with IDVR, the student, and his/her parents or guardian.
4. That the determination of the student's eligibility for Vocational Rehabilitation services rests exclusively with IDVR.
5. That they will share student information as necessary. (See Section IV regarding confidentiality of student information).
6. That they do not illegally discriminate in employment, eligibility for services or type of service provision based solely upon considerations of race, color, creed, age, sex, or disabling condition. They further agree that they do not contract or otherwise do business with other parties or entities that do.
7. That each party will individually keep such records as required by law, regulation or rule. Said records will be open to official audits required by State or Federal Law.

B. School Districts 83, 84, 101 and 272 Agrees:

1. To transfer to IDVR certifiable non-Federal monies in the amount of [dollar amount] for SFY 19, and [dollar amount] in SFY 20, based upon the estimated annual enrollment and upon receipt of appropriate billing, of certifiable non-federal monies which IDVR will use to match available federal monies appropriated under the Rehabilitation Act. These monies will be used expressly for allowable costs incurred by IDVR in the furtherance of this cooperative agreement. (Please see attachment #1 incorporated by reference for clarification of breakdown of monies per school or school district.) Written verification will

2. To provide a VR Counselor and a Vocational Rehabilitation Assistant to serve students with disabilities referred by School Districts 83, 84, 101 and 272.
3. That the VR Counselor will consult with educators concerning possible referral of students, including when students should be referred to IDVR. School personnel will work collaboratively with the VR Counselor to ensure that students connect with VR. Additionally, the VR Counselor will provide written recommendations, if requested, for use in developing the IEP.
4. That the VR Counselor may attend IEP team meetings and activities for each referred student upon timely invitation by the appropriate school personnel.
5. That the VR Counselor will accept referrals, determine eligibility and, collaboratively with the student's IEP team, develop appropriate IPEs for those students determined eligible for VR services. Vocational Rehabilitation eligibility determination is vested solely with IDVR. The scope of Vocational Rehabilitation services will be determined with the members of the interdisciplinary team.
6. To provide IDVR services to eligible transitioning students. IDVR requires a search for comparable benefits (e.g. Medicaid, SSI) and the completion of a Customer Financial Participation Assessment for customer financial participation prior to expenditure of IDVR funds. If one or more IDVR services is also identified by the student's IEP team as necessary for the student to receive a free appropriate public education (FAPE), IDVR is released from the pursuit of parental/customer financial participation, in accordance with IDEA.
7. To instruct the IDVR staff to work closely with the student's classroom teacher(s) to ensure appropriate coordination between the classroom activity and the Vocational Rehabilitation services being provided. In this process the VR Counselor will provide in-service training to relevant District personnel on all aspects of the Vocational Rehabilitation Program.
8. All state plan requirements, including a state's Order of Selection, will apply to all services provided under this cooperative agreement.

III. DISPUTE RESOLUTION:

The parties agree to resolve disputes that arise in the provision of Vocational Rehabilitation services to students, and to ensure that services are not disrupted by using the following process to resolve such interagency disputes.

- ♦ All attempts should be made to resolve disputes regarding transition services and fiscal issues at the lowest level possible (closest to the student).
- ♦ When the dispute is between agencies, the officer or individual in charge of Special Education and IDVR Regional Manager will meet and resolve the issue.

- ♦ If the issue cannot be resolved as stated above, then the dispute will be referred to the Administrative offices of the School District and the IDVR Field Services Chief for final resolution.

IV. CONFIDENTIALITY OF STUDENT INFORMATION/RECORDS

Because the School Districts 83, 84, 101 and 272 and the IDVR staff will be jointly working with the student to develop appropriate transition plans, they may be required to exchange student information on regular basis. This agreement will allow for the exchange of information in the best interest of coordinated transition services. All students will be informed of the relationships of the parties to this agreement at the time of referral. The student and/or their parent or guardian will be asked to sign a release of information form at that time. Signing of the form will allow IDVR and the School Districts 83, 84, 101 and 272 to exchange information.


Each party to the agreement may not share information secured under the terms of this agreement with other non-parties of this agreement unless specifically required by law or under separate written release by the student or his/her parent or guardian.

V. DURATION OF AGREEMENT

The terms of this agreement are in effect July 1, 2018 and will continue for two state fiscal years, ending June 30th of 2020. The agreement may be terminated at any time due to failure of either the Idaho State Legislature or the United States Congress to appropriate such funds required to successfully discharge the terms of this agreement. If termination of the agreement is needed, a 30-day notice is required, regardless of which party initiates termination.

Jane Donnellan Date
Administrator, IDVR

Roxanne Egeland Date
Region 1, Manager, IDVR

 6-7-18

Paul Anselmo Date
Superintendent, School District #83

Shawn Woodward Date
Superintendent, School District #84

Gary Pflueger Date
Superintendent, School District #101

Dr. Becky Meyer Date
Superintendent, School District #272

IV. CONFIDENTIALITY OF STUDENT INFORMATION/RECORDS

Because the School Districts 83, 84, 101 and 272 and the IDVR staff will be jointly working with the student to develop appropriate transition plans, they may be required to exchange student information on a regular basis. This agreement will allow for the exchange of information in the best interest of coordinated transition services. All students will be informed of the relationship of the parties to this agreement at the time of referral. The student and/or their parent or guardian will be asked to sign a release of information form at that time. Signing of the form will allow IDVR and the School Districts 83, 84, 101 and 272 to exchange information.

Each party to the agreement may not share information secured under the terms of this agreement with other non-parties to this agreement unless specifically required by law or under separate written release by the student or his/her parent or guardian.

V. DURATION OF AGREEMENT

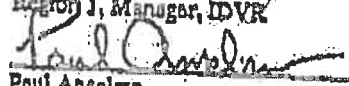
The terms of this agreement are in effect July 1, 2018 and will continue for two state fiscal years, ending June 30th of 2020. The agreement may be terminated at any time due to failure of either the Idaho State Legislature or the United States Congress to appropriate such funds required to successfully discharge the terms of this agreement. If termination of the agreement is needed, a 30-day notice is required, regardless of which party initiates termination.


Jane Donnellan
Administrator, IDVR


5-22-18
Date


Roxanne Egeland
Region J, Manager, IDVR

5-22-18
Date


Paul Angelino
Superintendent, School District #83


4-30-18
Date


Shawn Woodward
Superintendent, School District #84

4/30/18
Date


Gary Pfueger
Superintendent, School District #101

5/18/18
Date


Dr. Becky Meyer
Superintendent, School District #272

5/18/18
Date

**IDVR & School Districts #83, #84, #101 and #272 Cooperative
Agreement
Matching Funds SFY Distribution**

SFY 19:

<i>SCHOOL DISTRICT</i>	<i>HIGH SCHOOL ENROLLMENT (grades 9th-12th)</i>	<i>PERCENTAGE OF FUNDS</i>	<i>COST TO DISTRICT</i>
83 Priest River	330	10%	\$1,764.00
84 Lake Pend Oreille	1238	37%	\$6,527.00
101 Boundary	472	14%	\$2,469.00
272 Lakeland	1320	39%	\$6,880.00
TOTALS			\$ 17,640

SFY 20:

<i>SCHOOL DISTRICT</i>	<i>HIGH SCHOOL ENROLLMENT (grades 9th-12th)</i>	<i>PERCENTAGE OF FUNDS</i>	<i>COST TO DISTRICT</i>
83 Priest River	330	10%	\$1,852.00
84 Lake Pend Oreille	1238	37%	\$6,853.00
101 Boundary	472	14%	\$2,593.00
272 Lakeland	1320	39%	\$7,224.00
TOTALS			\$ 18,522



Michael A. DeCoria, CPA
 Jeffrey R. Mitchell, CPA
 David W. Teague, CPA
 P | 509.575.5031 F | 509.575.9391
 7407 N. Division, Suite 222
 Spokane, Washington 99208
www.dmt.com

May 15, 2018

West Bonner County School District No. 83
 134 Main Street
 Priest River, ID 83856

To the Board of Trustees:

We are pleased to confirm our understanding of the services we are to provide West Bonner County School District No. 83 ("the District") for the years ending June 30, 2018, 2019 and 2020.

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of West Bonner County School District No. 83 as of and for the years ending June 30, 2018, 2019 and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule and the notes thereto
- 3) Schedule of Funding Progress – Other Postemployment Benefits
- 4) Schedule of Employer's Share of the Net Pension Liability
- 5) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and individual General Fund and non-major financial statements
- 2) Schedule of Changes in Student Activities
- 3) Schedule of Expenditures of Federal Awards

Audit Objectives

The objective of our audits is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of West Bonner County School District No. 83. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the periods covered by our audits and does not extend to any later periods for which we are not engaged as auditors.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of West Bonner County School District No. 83. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the periods covered by our audits and does not extend to any later periods for which we are not engaged as auditors.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles: for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to us conducting fieldwork for each year's audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration and Fees

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will assist in the completion of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of DeCoria, Maichel & Teague, P.S. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DeCoria, Maichel & Teague, P.S. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the District. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform the fieldwork portion of our audit testing during the month of August each year. We will perform administrative and report preparation during the latter part of September each year, and will present the audited financial statements at the District's October Board of Trustee's meetings. Brandon J. Blair is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees are based on the time required by the individuals assigned to the engagement. Our fees for the annual audits for the years ending June 30, 2018, 2019 and 2020 will be \$17,500 each year, subject to the terms and conditions above. These fees are all inclusive (there will be no additional billing for out-of-pocket expenses).

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Any additional services that may be requested, and which we agree to provide, will be the subject of separate arrangements.

Other Matters

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2015 peer review report accompanies this letter.

In the event we are requested or authorized by the District or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

The District agrees that it will not, directly or indirectly, agree to assign or transfer any claim against DeCoria, Maichel & Teague, P.S. arising out of this engagement to anyone.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to West Bonner County School District No. 83 and believe this letter accurately summarizes the significant terms of our engagement. If there are any questions, please call Brandon J. Blair at (509) 535-3503. If the services outlined herein are in accordance with your requirements and if the above terms are acceptable, please have one copy of this letter signed in the space provided below and return it to us.

Very truly yours,

DeCoria, Maichel & Teague, P.S.

DeCoria, Maichel & Teague, P.S.

The services and terms as set forth in this letter are agreed to:

West Bonner County School District No. 83, by and through its Board of Trustees

By: *Brandon J. Blair*

Its: *Chris Jensen*

Date: *6/20/14*



Peer Review Program

Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

June 24, 2016

David W Teague
DeCoria, Maichel & Teague
7307 N Division St Ste 222
Spokane, WA 99208

Dear Mr. Teague:

It is my pleasure to notify you that on June 22, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2018. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Ray Roberts

Firm Number: 10142913

Review Number 379976

Letter ID: 1088250A

CONTRACT FOR PERSONAL SERVICES BETWEEN

Inland Northwest Therapy (INT) & West Bonner County (WBC) School District

134 Main Street Priest River, ID 83856

EIN# 26-3987539

CONTRACT FOR PERSONAL SERVICES BETWEEN Inland Northwest Therapy & West Bonner County (WBC) School District

1. INT Responsibilities. INT will perform evaluation and direct service intervention, while maintaining appropriate certification in the state of Idaho (Regulation number). INT is directing and performing duties as an independent contractor. The OT, COTA shall be covered by INT's liability policy consisting of 1,000,000.00 & 3,000,000.00 aggregate while performing duties at WBC School District. Duties will include direct service, evaluation and all associated paperwork and any other duties as assigned by WBC School District relative to the delivery of Special Education services for occupational therapy. Contractor will perform special education services for the students in the district, while maintaining appropriate certification and licensing required to perform such duties in the state of Idaho. Department of Health OT, COTA licenses shall remain active for the duration of this contract.

2. School District Responsibility. In consideration of satisfactory performance of the responsibilities set forth herein, WBC School District shall compensate INT for services provided by a licensed & Certified Occupational therapist or licensed Assistant at an hourly rate of **\$68.00** an hour, it shall compensate for a licensed and ESA certified Occupational Therapist at an hourly rate of **\$70.00**. Services shall be provided by the Occupational therapist (2) days per week. If additional services are needed, this will be directed by Kim Shaner, Special Education Director. Mileage shall be paid for inter-district travel.

3. Inland Northwest Therapy

INT shall perform all duties pursuant to this contract. INT certifies that it is filing a schedule of expenses with the Internal Revenue Service, is paying all state and federal taxes and has established an account with the Washington State Department of Revenue and other appropriate state taxing agencies, and is maintaining a separate set of records for the business.

4. Hold Harmless

Inland Northwest Therapy shall defend, indemnify, and hold harmless WBC SD for any claims, causes, action, or liability resulting from the negligence or other acts of INT or its employees arising from or relating to the performance of services under this agreement.

5. TERMINATION.

This contract may be terminated by the Superintendent or designee or the contractor upon thirty days notice and with written notification thereof to the Contractor or the District. In the event of termination by the District, Contractor shall be compensated only for completed assessments as indicated under contractor Responsibilities. If terminated by the consultant, the same will be applicable.

5. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Washington and Idaho. In witness whereof, INT and WBC School District have executed this Contract consisting of two pages. This contract shall be valid until June 20, 2020.

Superintendent :



DATE :

10-4-19

INLAND NORTHWEST THERAPY

Bonnie Knight/Owner DATE____Bonnie Knight, October 4, 2019 electronically signed.

SERVICE PROVIDER AGREEMENT

This Agreement is entered into between the West Bonner County School District (hereinafter “WBCS”) and **CRT Children Services** (hereinafter “Provider”).

Whereas, WBCS provides special education and related services to assist students attending school at WBCS in their educational development, as identified on the students’ Individualized Education Program (IEP) or 504 Plan; and

Whereas, the Provider is duly licensed or qualified and able to provide related services to WBCS’s students;

Now therefore, it is hereby agreed to by both parties as follows:

1. TERMS OF AGREEMENT

This Agreement will commence on the **4th day of October, 2019** and will remain in effect until the **1st of August, 2019**. In no instance shall this Agreement exceed twelve (12) calendar months. At the discretion of WBCS, this Agreement may be renewed annually.

The existence and continuation of this Agreement is contingent upon the availability of funds to WBCS as well as the continued enrollment of the students who are provided services pursuant to this Agreement. Should either or both of the above contingencies occur (i.e. no funding and/or no student with whom to provide services) this Agreement shall immediately terminate.

2. BACKGROUND CHECK

As the Provider is an individual who has contact with the school’s students, the Provider shall undergo a criminal history check pursuant to Section 33-130 and 33-512, Idaho Code.

The Provider shall complete and submit the fingerprint card within five (5) days of execution of this Agreement.

The cost of this background check shall be borne by the Provider

If the background check shown that the individual has been convicted of a felony crime enumerated in Section 33-1208.1 f, g, and k, and 33-1208.2, Idaho Code, it shall be grounds for the immediate termination of this Agreement. Any other criminal conviction of a crime enumerated in Section 33-1208 shall be individually considered as to whether or not the Board believes that such shall result in the immediate termination of this Agreement.

A provider who has undergone a prior criminal history check at the request of this school or any other Idaho Public School District in which the Provider has provided services, within the previous five (5) years, shall not be required to undergo a new criminal history check so long as WBCS is able to obtain the results of the prior criminal history check.

3. RELATIONSHIP OF THE PARTIES

In performing services under this Agreement, Provider shall at all times, be an Independent Contractor.

There is no employee/employer relationship between the parties and nothing herein shall be construed as establishing an employer/employee relationship.

4. SERVICES TO BE RENDERED

Provider shall render the direct services enumerated on **Exhibit A**, attached hereto and made a part of this Agreement as if set forth fully herein.

5. RECORD KEEPING

Provider shall be responsible for maintaining complete and accurate records documenting the services provided pursuant to this Agreement.

At minimum, records and billing statements shall meet the requirements mandated by Medicaid.

The Provider shall submit copies of these records to WBCS within ten (10) working days of the date requested.

Upon reasonable notice to the Provider, WBCS shall have the right to review such records at any time during business hours, at the Provider's location of business.

6. CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this Agreement, including but not limited to the students' identity and the nature of the services rendered, shall be confidential.

Except as otherwise detailed in this Agreement, Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by WBCS, without parental consent.

A. AUTHORIZATION FOR EXCHANGE OF INFORMATION

WBCS, the Provider and the parents of the students' for whom services are provided pursuant to this Agreement shall enter into appropriate documentation allowing for the exchange of information between WBCS and the Provider for the purpose of advancing services provided and for educational purposes.

7. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Section 16-1061 et. seq., Idaho Code and upon reason to believe that a child has been abused, abandoned or neglected or upon observation of the child being subjected to conditions or circumstances which would reasonably result in abuse, abandonment or neglect, report, within twenty-four (24) hours such conditions or circumstances to the proper law enforcement agency or the department of Health and Welfare.

Subsequent to any such reporting, Provider agrees to notify WBCS of the occurrence of the reporting, within twenty-four (24) hours of such event.

8. SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in **Exhibit A** at *agreed upon location and at an agreed upon date/time as per the IEP provision*, during the WBCS school year and addressing the SCY as agreed upon by the IEP Team, unless the parties have mutually agreed to, *in writing*, a modification of the time and place of delivery of service.

Should a Provider fail to provide services and/or a client/student fail to arrive for the provision of services for three (3) consecutive sessions and/or demonstrated or displayed a pattern of missed sessions, Provider shall immediately notify WBCS of this deficiency and shall work with WBCS to correct the deficiency and assure that the student obtains all services to which the student is entitled.

9. COORDINATION OF SERVICES

To facilitate delivery of services, WBCS will provide:

1. Reasonable and prompt notification of meetings and other appointments in which the Provider is expected to participate;
2. Signed parental consent forms, as necessary;
3. Identifying information regarding the client/student and the parent/guardian;
4. Reasonable assistance in facilitating communication between the Provider and client/student//Parent/guardian, and other providers and agencies.

10. PRE-AUTHORIZATION OF SERVICES

All services rendered by Provider under the terms of this Agreement shall be pre-authorized by WBCS, provided for by the students' IEP, and in accordance with federal and state laws and regulations, local policies and procedures and professional codes of conduct.

11. COMPENSATION AND BILLING

IDVA shall compensate Provider for the direct services identified in **Exhibit A**.

Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by WBCS's designee. ***WBCS shall pay the federal reimbursement rate per mile, for Provider's mileage to and from the place of service delivery in an amount not to exceed the federal reimbursement rate for the term of the Agreement.***

Provider will submit a monthly statement of services rendered and will allow four (4) weeks for payment from the date the invoice is submitted to WBCS through the RSM. IF requested by WBCS, each itemized monthly statement must include the following information for each student receiving services:

1. Student's name
2. Description of services provided for each student
3. Total number of hours spent providing direct services for each student
4. Costs of services provided for each student

Additional documentation may be required by WBCS and shall be sent by the Provider within ten (10) working days of the date the written request for documentation was made.

All invoices should be submitted to the school within 6 months of the service date or within 2 months of the end of the fiscal year otherwise they may not be paid by WBCS.

12. PROFESSIONAL SERVICE

The services rendered pursuant to this Agreement will be provided by individuals who are licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards.

- A. The individuals providing services pursuant to this Agreement shall maintain appropriate licensure/certification or other such status which entitles a provider to provide services that are the subject of this

Agreement. Should the Provider have any negative action taken against such license, certification or other such authorizing status, including but not necessarily limited to suspension or revocation, such negative action must immediately be reported to WBCS. Negative action taken against the Provider's license, certification or other such authorizing status shall serve as grounds for immediate termination of this Agreement.

WBCS shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by WBCS for any time period for which the Provider was legally prohibited from practice, whether by suspended or revoked certification license or for any other lawful reason. Further, WBCS shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by WBCS for any services provided by Provider which are not specified by the IEA and/or any other service not pre-approved by WBCS delegate.

- B. REQUIRED FOR ALL PROVIDERS PROVIDING MEDICAID BILLABLE SCHOOL BASED SERVICES - Provider must have and maintain eligibility as a Medicaid Provider (eligible to provide and receive payment for services from Medicaid) throughout the term of this Agreement. Provider must document proof of Medicaid Provider Eligibility to WBCS through written documentation, including but not necessarily limited to the Provider's approved Medicaid Billing Number (this number will in no manner be utilized by WBCS for the billing of service but only for verification of provider status). Should the Provider have any negative action taken against their Medicaid Provider Status, including but not necessarily limited to suspension or revocation, such negative action must immediately be reported to WBCS. Negative action taken against the Provider's Medicaid Provider Eligibility status shall serve as grounds for immediate termination of this Agreement.**

WBCS shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by WBCS for any time period for which the Provider was not able to lawfully provide services for which Medicaid reimbursement could be obtained.

Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards and consistent with the requirements of the students' IEP.

Upon reasonable notice, WBCS shall have the right to observe services being provided to the clients/students.

13. INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered under this Agreement and/or provided pursuant to this Agreement as well as any failure on the part of the Provider to provide the services which are covered under this Agreement.

Provider shall indemnify and hold harmless WBCS, its agents, insurers and representatives, from any liability, including but not limited to, costs, expenses and attorney fees resulting from the Provider's performance of services under this Agreement.

A. WORKMAN'S COMPENSATION

Provider is not covered or encompassed under any workman's compensation insurance held by WBCS and Provider shall be solely responsible for having and maintaining appropriate workman's compensation insurance.

B. PROVISION OF PROOF OF INSURANCE

Proof of all applicable Insurance shall be submitted to WBCS within ten (10) days of the date of this Agreement.

14. PROVISION OF DOCUMENTATION TO IDVA

Pursuant to the terms of this Agreement, Provider must provide to WBCS a copy of the Documentation for which there is a checkmark next to the "YES". Such provision must be made within a period of five (5) days after entry into this Agreement, unless otherwise specifically extended, in writing, by the WBCS designee, with such written extension identifying a specific day for the document provision.

- | | | | |
|--|-------------------|------------------|-------------------|
| 1. Pupil Personnel Certificate | <u> </u> Yes | <u> </u> No | <u> X </u> N/A |
| 2. State Licensure/Certificate | <u> X </u> Yes | <u> </u> No | |
| 3. Proof of Liability Insurance | <u> X </u> Yes | <u> </u> No | |
| 4. Proof of Work Comp Ins. | <u> X </u> Yes | <u> </u> No | |
| 5. Proof of Medicaid Eligibility | <u> X </u> Yes | <u> </u> No | <u> </u> N/A |
| 6. Background Check | <u> X </u> Yes | <u> </u> No | |
| 7. Other (as specifically identified below): | | | |

Licensure that adheres to Idaho state requirements for behavioral services.

Failure of Provider to provide the above-required documentation in the established time limitation shall serve as grounds for immediate termination of this Agreement by WBCS.

15. ASSIGNMENT

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

16. AMENDMENT

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

17. TERMINATION

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

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

18. DEFAULT

Upon default by either party, the non-defaulting party may cancel this 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.

19. TIME OF PERFORMANCE

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

20. NON-WAIVER BREACH

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

21. NON-DISCRIMINATION

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

22. GOVERNANCE

This Agreement shall be governed by the laws of the state of Idaho. Provider 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 Agreement.

The Provider shall cooperate fully in any investigation or audit associated with regard to the services provided pursuant to this Agreement, including but not limited to any State Department of Education Special Education Audit or Medicaid Audit.

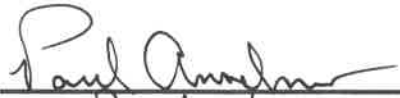
23. ATTORNEY FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of this 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 enforced by the parties notwithstanding any rescission, forfeiture or other termination of this Agreement.

24. COMPLETE STATEMENT OF TERMS

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4th day of October, 2019.



Name Paul Anselmo

Title Superintendent

On behalf of West Bonner County School District

10-15-19

Date Signed



Calvin Stowe

CRT Children Services LLC

CRT Administrator

October 4, 2019

Date Signed



134 Main St.
Priest River, ID 83856
ph. 208.448.4439
fx. 208.448.4629
www.sd83.org

EXHIBIT A

This contract constitutes an agreement made between West Bonner County School District and the Provider shown below, for the purposes of providing one or more of the following services.

 X **BI**

Provider:

CRT Children's Services LLC

Calvin Stowe

CRT Administrator

administrator@crtchildrenservices.org

Mailing Address - P.O. Box #9484, Moscow, ID 83843

Physical Address - 111 N. Washington St. Suite #12, Moscow, ID 83843

Phone - (208)-340-2370

Provider:

- \$27/hour for BI services, also includes indirect services time - Prep, paperwork, IEP meetings, and parent contact (credentials of Community-Based Support Specialist)
- \$45/hour for BI services, also includes indirect service time- Prep, paperwork, IEP meetings, and parent contact (low rate - holds a Bachelor's degree in particular fields with less than 1,000 hours of working experience) [Habilitative Skill Technician]
- \$49/hour for BI services, also includes indirect service time- Prep, paperwork, IEP meetings, and parent contact (middle rate - holds a Bachelor's degree in particular fields with more than 1,000 hours of working experience) [Behavioral Intervention Specialist]
- \$67/hour for BI services, also includes indirect service time- Prep, paperwork, IEP meetings, and parent contact (high rate - holds a Master's degree in particular fields with more than 1,000 hours of working experience) [Behavioral Intervention Professional]

CONTRACT WITH INDEPENDENT CONTRACTOR

Contract made between West Bonner County School District No. 83, a political subdivision of the State of Idaho, 134 Main St., Priest River, Idaho 83856, here referred to as SCHOOL DISTRICT, and

Name: Panhandle Special Needs, Inc.

Street Address: 1424 N. Boyer

City: Sandpoint

State and Zip: Idaho 83864

Here referred to as CONTRACTOR.

RECITALS

- A. School District desires to have the following services performed:
 - 1. Attend IEP and ITP meetings for those students who may have work experience needs;
 - 2. Provide prevocational and functional life-skills training to students, as agreed with the IEP team;
 - 3. Administer interest inventories as determined by the school team;
 - 4. Develop appropriate work sites in the community based upon individual student needs;
 - 5. Provide follow-along services as needed after reviewing other resources for this service with a minimum weekly visitation to the work site for the purpose of assessing student progress;
 - 6. Provide documentation as to student progress as agreed upon by the IEP/ITP team;
 - 7. Report to the district Special Services Director.
- B. Contractor agrees to perform these services for School District under the terms and conditions set forth in this contract.
- C. Transportation to and from community work placements will be provided by the School District as determined by the IEP/ITP team.

In consideration of the mutual promises set forth in this contract, the parties agree as follows:

I. PAYMENT

School District will pay Contractor the total sum of six thousand five hundred dollars (\$6,500.00) for the work to be performed under this contract of which 1/10th shall be payable on the 25th day of the months September 2019 to June 2020, inclusive. Additionally, the Contractor will receive mileage reimbursement of forty-five and one-half cents (\$.45 ½) per mile for duties performed in accordance with this Contract.

II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. The Contractor for the agreed upon payment will perform the services prescribed in the Recitals. The Contractor is not considered to be an agent or employee of School District #83 for any purpose whatsoever. It is understood that the School District does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with the School District.

III. LIABILITY

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of equipment used in the performance of this contract. Contractor agrees to indemnify the School District for any and all liability or loss arising in any way out of the performance of the contract. Students working at community sites as part of their school day will be insured through the School District workman's compensation coverage.

IV. DURATION

The services to be performed under this contract will be performed on the following dates:

1. Beginning September 1, 2019 and ending June 30, 2020.

Either party may cancel this contract by giving a 24-hour notice prior to performance of the services. If contract is canceled prior to performance of the services, the School District is not liable for payment to the contractor.

IN WITNESS WHEREOF, the parties have executed this agreement on the 12th day of September, 2019.

WEST BONNER COUNTY SCHOOL

DISTRICT NO. 83

BY: _____

Paul Anselmo, Superintendent

Nicholson

CONTRACTOR

Panhandle Special Needs, Inc.

ATTEST:

Anselmo

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
Sandpoint Psychotherapy
506 N. 4th Avenue
Sandpoint, ID 83864
Phone: (208) 597-1993, Fax: (208) 265-2301

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and Sandpoint Psychotherapy (herein after referred to as "Agency").

The District provides special education and related services for eligible students attending school in the District, as identified on the students' Individualized Education Program (IEP) or other service plan. The Agency is duly licensed or qualified and able to provide the related services to the District's students as outlined on the IEP.

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on the 1st day of July, 2019, and remain into effect until the 30th day of June, 2020, unless terminated earlier. This Contractual Agreement is contingent upon the availability of funds of the District, the service needs of the District, and the ability of the District to provide its own services. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Contractual Agreement, the Agency 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

The provider shall render the professional services described on the Summary of Services, which will be developed for each student receiving services through this contractual agreement.

RECORD KEEPING

The Agency shall be responsible for maintaining complete and accurate records, as required by Medicaid, CBRS and HI program rules, 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 the Agency's office.

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

The Agency 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. The Agency also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

The Agency shall perform CBRS and HI services only at the school site and during normal school hours.

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 Agency is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the student and the parent/guardian; and 4) reasonable assistance in facilitating communication between the Agency and students, parents/guardian, and other providers and agencies involved in the education of the student.

PRIOR APPROVAL OF SERVICES

All services provided by the Agency 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.

AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

District and Agency shall at all times require the written consent or authorization of the parent/guardian or adult student, if age of 18 years 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 regulation.

PROFESSIONAL SERVICES

The services provided pursuant to this Contractual Agreement will be provided by individuals who are duly licensed or otherwise qualified to perform the services or are supervised by a licensed provider in accordance with applicable professional standards. The Agency 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 students. The Agency shall expect reimbursement only for services rendered which are compliant with all Medicaid regulations and which are 100% Medicaid reimbursable.

INSURANCE AND LIABILITY

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

ASSIGNMENT

This Contractual Agreement shall not be subject to assignment, in whole or in part, by the Agency or by operation of law, so as to authorize any person other than the Agency, or the Agency'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 the Contractual Agreement shall be in writing.

DOCUMENTS TO BE PROVIDED

The following documents are to be provided to the District as a part of this contractual agreement:

- a) Certificate of liability insurance
- b) Proof of worker's compensation insurance
- c) Confirmation of criminal background checks for all employees working with district students, and
- d) CBRS and HI certificates for all employees providing CBRS and HI services to district students.

TERMINATION

This Contractual Agreement may be terminated without cause by either party within twenty-four hours 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.

COMPENSATION AND BILLING

The District agrees to pay the Agency at a rate of \$31.00 per hour for the duration of the contract.

The Agency will submit, at the end 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 appropriate Medicaid billing. Payment to the Agency will be received within six (6) weeks of receipt of the bill.

Each monthly statement must include the following information for each student receiving services:

- a) Student's name (initials only)
- b) Description of services provided
- c) Total number of units/hours spent in providing professional services, and
- d) Cost of services provided.

Additional documentation may be required by the District and may be provided within ten (10) working days of the date the written request for the documentation is made.

COMPLETE STATE OF TERMS

This Contractual Agreement constitutes the entire agreement between the District and Agency, 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.



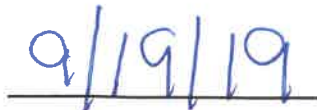
Sandpoint Psychotherapy, Program Manager



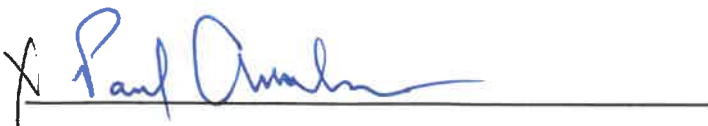
Date



Kim Shaner, Special Services Director, WBCSD



Date



Paul Anselmo, Superintendent, WBCSD



Date

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
North Idaho Children's Mental Health
1717 Ontario St. Sandpoint, ID 83864
Phone: (208) 265-6798, Fax: (208) 263-8160

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and North Idaho Children's Mental Health (herein after referred to as "Agency").

The District provides special education and related services for eligible students attending school in the District, as identified on the students Individualized Education Program (IEP) or other service plan. The Agency is duly licensed or qualified and able to provide the related services to the District's students as outlined on the IEP.

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on the 1st day of July, 2019 and remain into effect until the 30th day of June 2020 unless terminated earlier. This Contractual Agreement is contingent upon the availability of funds of the District, the service needs of the District, and the ability of the District to provide its own services. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion for the District, the Contractual agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Contractual Agreement, the Agency 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

The provider shall render the professional services described on the Summary of Services, which will be developed for each student receiving services through this contractual agreement. The provider(s) will be available, on a monthly basis, for staff meetings back at NICMH every third Wednesday of the month until 10 am.

RECORD KEEPING

The Agency shall be responsible for submitting to the District the 120-day progress report summary, daily notes which document the professional services provided pursuant to this Contractual Agreement,

background checks, and staff certification documentation. Agency 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 the Agency's office.

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

The Agency 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. The Agency also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

The Agency shall perform CBRS and HI services only at the school site and during normal school hours.

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 Agency is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the student and the parent/guardian; and 4) reasonable assistance in facilitating communication between the Agency and students, parents/guardian, and other providers and agencies involved in the education of the student.

PRIOR APPROVAL OF SERVICES

All services provided by the Agency 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.

AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

District and Agency shall at all times require the written consent or authorization of the parent/guardian or adult student, if age of 18 years 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 regulation.

PROFESSIONAL SERVICES

The services provided pursuant to this Contractual Agreement will be provided by individuals who are duly licensed or otherwise qualified to perform the services or are supervised by a licensed provider in accordance with applicable professional standards. The Agency 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 students. The Agency shall expect reimbursement only for services rendered which are compliant with all Medicaid regulations and which are 100% Medicaid reimbursable.

INSURANCE AND LIABILITY

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

ASSIGNMENT

This Contractual Agreement shall not be subject to assignment, in whole or in part, by the Agency or by operation of law, so as to authorize any person other than the Agency, or the Agency'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 the Contractual Agreement shall be in writing.

DOCUMENTS TO BE PROVIDED

The following documents are to be provided to the District as a part of this Contractual Agreement:

- A) Certificate of Liability Insurance
- B) Proof of worker's compensation insurance
- C) Confirmation of criminal background checks for all employees working with District students, and CBRS and HI certificates for all employees providing CBRS and HI services to District students.

TERMINATION

This Contractual Agreement may be terminated without cause by either party within twenty-four (24) hours 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.

COMPENSATION AND BILLING

The District agrees to pay the Agency at a rate of \$45 per hour for the duration of the contract.

The Agency will submit, at the end 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 appropriate Medicaid billing. Payment to the Agency will be received within six (6) weeks of receipt of the bill. Each monthly statement must include the following information for each student receiving services:

- A) Student's Name (Initials Only)
- B) Description of services provided
- C) Total number of units/hours spent in providing professional services, and
- D) Cost of services provided

Additional documentation may be required by the District and may be provided within ten (10) working days of the date the written request for the documentation is made.

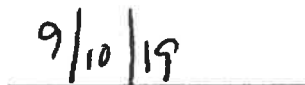
COMPLETE STATE OF TERMS

This Contractual Agreement constitutes the entire agreement between the District and Agency, and shall supersede all previous oral and 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.



Jenny Brotherton,

North Idaho Children's Mental Health



Date



Kim Shaner, Special Services Director, WBCSD



Date



Paul Anselmo, Superintendent, WBCSD



Date

EASEMENT AGREEMENT

PARTIES

THIS AGREEMENT made and entered into this 5 day of AUGUST, 2019, by and between the CITY OF PRIEST RIVER, a municipal corporation of the State of Idaho, hereinafter referred to as CITY, with an address of P.O. Box 415, Priest River, ID 83856 and WEST BONNER SCHOOL DISTRICT 83, herein after referred to as SCHOOL DISTRICT, with an address of 134 Main Street, Priest River, ID 83856.

PURPOSE

The CITY currently has a lift station on James Street that needs to be moved in order to provide for necessary upgrades.

The SCHOOL DISTRICT has real property used as a Bus Barn Yard that is a secure site that is ideal for relocating the lift station and will improve the sewer system in the area. The Bus Barn Yard is located at 444 Highway 57, Priest River Idaho, is briefly described as 23-56N-5W E2 TAX 12, and has a parcel number of RPR00000237260A, hereinafter EASEMENT PROPERTY.

The SCHOOL DISTRICT has agreed to grant an easement for a lift station to be installed, maintained and accessed on the Southwest corner of the EASEMENT PROPERTY as depicted on Exhibit A to the Easement Agreement.

UTILITY AND/OR PIPELINE EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across the Southwest corner of the EASEMENT PROPERTY as described in Exhibit A, for the location, construction, operation, maintenance, alteration; repair and patrol of an aboveground wastewater lift station; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

GRANT OF EASEMENT

1. The SCHOOL DISTRICT does hereby grant and convey unto the CITY, its successors, assigns, lessees, licensees and agents, an easement on the Southwest corner of the EASEMENT PROPERTY, for the purpose of installing and maintaining a wastewater lift station as depicted on Exhibit A.
2. CITY shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the wastewater lift station.
3. CITY shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. This shall include the relocation of the current propane tank to a new location agreed to by parties.

4. CITY further agrees all construction, reconstruction; operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with SCHOOL DISTRICT so as to minimize any disruption to SCHOOL DISTRICT'S property.

COVENANTS OF CITY

5. CITY shall protect the Easement Property, and the adjacent lands of SCHOOL DISTRICT over which CITY has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of CITY, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
6. CITY shall comply with local, state, and federal regulations for the installation, operation, and maintenance of the wastewater lift station.

RETAINED RIGHTS

7. SCHOOL DISTRICT shall have all rights to the Easement Property not granted hereby.

TERMINATION OF EASEMENT

8. This Easement shall be in perpetuity subject to the provision below.
9. If the CITY ever ceases to use the Easement Property as part of its wastewater system, the easement shall terminate upon CITY'S removal of the lift station from the property.

EXECUTION

CITY OF PRIEST RIVER

Dated: 8-05-19



James L. Martin, Mayor

ATTEST:



Laurel Thomas, CMC
City Clerk/Treasurer

Dated: 8-6-19

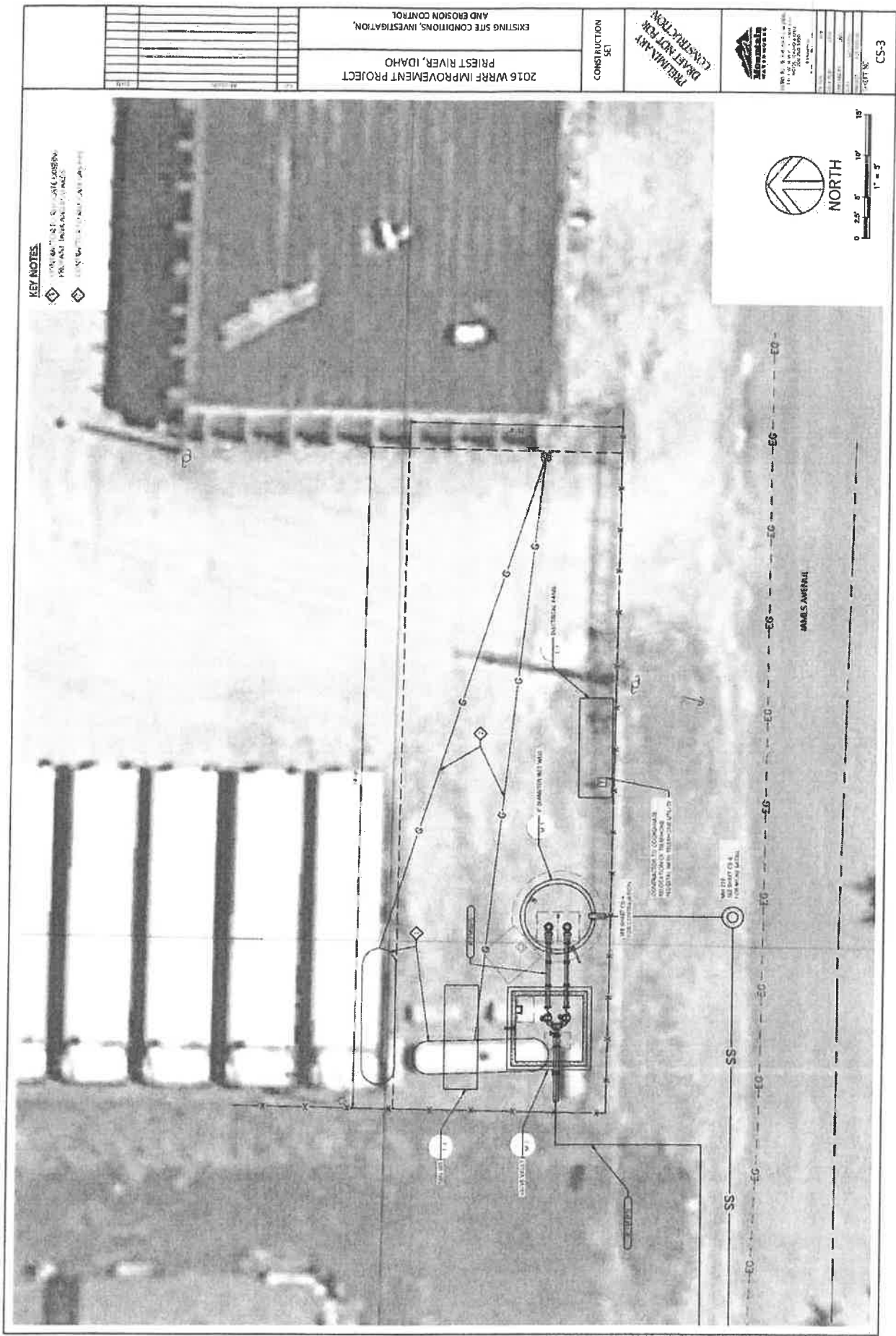
STATE OF IDAHO)
) ss.
County of Bonner)

On this 6 day of AUGUST, 2019, before me LYONNE CASH, personally appeared Paul Anselmo, known or identified to me to be the Superintendent of the West Bonner County School District 83, the school district that executed the instrument or the person who executed the instrument on behalf of said Idaho municipality, and acknowledged to me that such Idaho municipality executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at PIEST RIVER
My Commission Expires 4/9/12



EXHIBIT A



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 2019, by and between the City of Priest River P.O. Box 415, Priest River, Idaho 83856, a municipal corporation of the State of Idaho, hereinafter referred to as CITY and the West Bonner County School District, 134 Main St., Priest River, ID 83856, a public school district of the State of Idaho, hereinafter referred to as WBCSD:

WHEREAS, the CITY has a Police Department, Chief of Police, police officers, and staff, which provides law enforcement services for the CITY and previously hired an additional officer in order for the CITY to be able to assign an officer as a School Resource Officer; and,

WHEREAS, the WBCSD has determined that it would continue to benefit from having a School Resource Officer, hereinafter referred to as SRO, and that WBCSD has levy funds available to reimburse the CITY for the costs of paying the salary and expenses of the additional officer, hired pursuant to the previous agreements entered into between the CITY and WBCSD with the most recent agreement dated on April 17, 2017, with a termination date of June 30, 2019; and,

WHEREAS, the CITY has determined that it is able to assign an officer to be a SRO to be on WBCSD campuses when WBCSD schools are in session for the term of this agreement.

NOW, THEREFORE, the CITY and WBCSD, for good and valuable consideration, do hereby agree as follows:

1. The CITY will assign an Idaho P.O.S.T. Certified Law Enforcement Officer to be the SRO and the SRO will be on WBCSD campuses on days the WBCSD schools are in session, with the exception of an emergency situation when all available officers are required.
2. The SRO will:
 - a. Be responsible for conducting investigations regarding law violations.

- b. Be responsible for conducting safety surveys and making recommendations on how to secure the campuses.
- c. Enforce the laws of the State of Idaho and the City of Priest River.
- d. Be involved in law related education at the school.
- e. Work closely with the administration to inform them of trends and activities as they relate to the law enforcement mission.
- f. Assist administration by enforcing local codes and city ordinances on WBCSD campuses.
- g. Serve as a Positive Role Model.
- h. Interact with parents, PTSA or other community groups.
- i. Be properly equipped at all times per department regulations.
- j. Remain an employee of the CITY, accountable to the Chief of Police of the CITY.
- k. Develop rapport with students, faculty, parents and staff.

3. The SRO will not:

- a. Be a school disciplinarian. School discipline remains the responsibility of the administration.
- b. Have regularly assigned school duties.
- c. Serve as a substitute teacher.
- d. Transport students, except when students are victims of a crime, under arrest, or some other emergency situation exists, per department regulations.

4. WBCSD will:

- a. Continue to enforce school rules and policies.

- b. Provide an appropriate workspace, to include necessary equipment i.e. computer, phone, secured file cabinet.
- c. Advise the SRO of upcoming school events.
- d. Provide the SRO with a master key to insure unencumbered access to all areas.
- e. Advise the SRO of all reported illegal activity.
- f. Provide the SRO with a school schedule.
- g. Ensure crime scene and evidence security.
- h. Provide access to all directory information on all students.
- i. Ensure the SRO is informed and included on all crisis plans and emergency response meetings.
- j. Provide a designated parking space.
- k. Provide the SRO with necessary equipment and supplies.
- l. Provide the SRO with any necessary policies and procedures.
- m. Mandate district wide cooperation with the SRO in the performance of his/her duties.

5. WBCSD will not:

- a. Assign any school duty and/or station to the SRO.
- b. Use the SRO as a school disciplinarian.
- c. Exclude the SRO from on-site investigations.
- d. Interfere with any criminal investigations.

6. The CITY will:

- a. Provide the SRO with a vehicle while on duty and will provide maintenance and operational funding for the vehicle.

- b. Provide the SRO with uniforms and appropriate equipment.
 - c. Ensure that the SRO is properly trained.
 - d. Work with the school to ensure student and staff safety.
 - e. Execute the appropriate Memo of Understanding to allow sharing of all pertinent information.
 - f. Provide support and assistance for criminal investigations.
 - g. Provide insurance for the SRO.
7. The WBCSD will provide reimbursement to the CITY for costs associated with equipment, vehicle maintenance, fuel, overtime and training. The cost for the term of this agreement will be a total of \$11,600.00, which includes:
- a. Equipment \$1,000.00
 - b. Vehicle Maintenance \$2,000.00
 - c. Fuel \$2,600.00
 - d. SRO Overtime \$5,000.00
 - e. SRO Training \$1,000.00

The WBCSD shall pay this amount to the CITY in two installments, \$5,800.00 in September 2019 and \$5,800.00 in September 2020.

8. The WBCSD will provide eighteen (18) months of compensation for the additional officer. This compensation includes the hourly rate paid to a police officer, payroll taxes, PERSI, and benefits (including Health Insurance, Dental Insurance, and Life Insurance); the *estimated* total for compensation for the term of this agreement is \$107,000.00. The WBCSD acknowledges that this amount is subject to changes in the Health Insurance rate and any pay increases the additional officer receives during the term of this agreement.
9. The CITY shall bill the WBCSD on the first day of each month that the WBCSD schools are in session for the term of the agreement, the amount of \$5,944.45, or the adjusted amount that reflects any changes to the Health Insurance rate and any pay increases the

additional officer receives. The WBCSD shall remit payment to the CITY by the 15th of each month.

10. The CITY'S personnel policies and the Priest River Police Department policies and rules will prevail in any conflict between WBCSD policies and directions.

This Agreement is effective through June 30, 2021. The WBCSD may opt out without liability in the second year of this agreement if it is determined that funding sources are unavailable to support this contract. WBCSD must notify the CITY by June 1, 2020 if they are opting out.

This Agreement may be amended by written agreement of all parties.

This Agreement is made and entered into freely, knowingly, and voluntarily by the parties hereto for the purposes and upon the considerations set forth herein.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. DATED this 15th day of July, 2019.

CITY OF PRIEST RIVER

WEST BONNER COUNTY SCHOOL DISTRICT #83

BY:


James L. Martin, Mayor

BY:


SUPERINTENDENT

PRIEST RIVER POLICE DEPARTMENT

BY:


Andrew McLain, Police Chief

ATTEST:


Laurel Thomas, CMC, City Clerk/Treasurer

CONTRACT WITH INDEPENDENT CONTRACTOR

Contract made between West Bonner County School District No. 83, a political subdivision of the State of Idaho, 134 Main St., Priest River, Idaho 83856, here referred to as SCHOOL DISTRICT, and

Name: Joni Francisco
Street Address: PO Box 222
City: Coolin
State and Zip: ID, 83821

Here referred to as CONTRACTOR.

RECITALS

A. School District desires to have the following services performed:

1. Physical Therapy;
2. Attend Individualized Education Program (IEP) and Individual Transition Plan (ITP) meetings;
3. Conduct student evaluation(s) as determined by the IEP team;
4. Prepare reports and progress notes;
5. Develop and implement student goals and objectives;
6. Develop programs, and requisition needed equipment and materials;
7. Provide staff consultation, training, and in-service;
8. Install and modify equipment per student needs;
9. Complete Medicaid billing forms;
10. Report to the district Special Services administrator.

B. Contractor agrees to perform these services for School District under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth in this contract, the parties agree as follows:

I. PAYMENT

School District will pay Contractor fifty-five dollars (\$55.00) per hour beginning July 1, 2019 to June 30, 2020, inclusive for the services listed under Recitals. Billing and payment is to be done on a monthly basis.

II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. School District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not considered to be an agent or employee of School District for any purpose whatsoever. It is understood that School District does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with the School District.

III. LIABILITY

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of equipment used in the performance of this contract. Contractor agrees to indemnify the School District for any and all liability or loss arising in any way out of the performance of the contract. Students working at community sites as part of their school day will be insured through the School District workman's compensation coverage.

IV. DURATION

The services to be performed under this contract will be performed on the following dates:

1. Beginning July 1, 2019, and ending June 30, 2020.

Either party may cancel this contract by giving a 30-day notice prior to termination of the contract. If contract is canceled prior to performance of the services, the School District is not liable for payment to the Contractor. Contract will be terminated if Contractor is unable to obtain Idaho License/Certification.

IN WITNESS WHEREOF, the parties have executed this agreement on the 4th day of September, 2019.

WEST BONNER COUNTY SCHOOL

DISTRICT NO. 83

BY: Paul Anselmo

Paul Anselmo, Superintendent

ATTEST: Jennifer Anselmo

Jennifer Anselmo, Business Manager

Jan Francisco

CONTRACTOR

Kim Shaner

Kim Shaner, Special Services Director

SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: West Bonner School District 83 – 05949950

Annual Rate \$2,797.72

Authorization Date: 06/17th/2019

Reference Quote #: 126568

Renewal Date: 06/30th/2019

ACKNOWLEDGEMENTS

West Interactive Services Corporation d/b/a SchoolMessenger ("Provider") will continue to provide District with the online communications applications further described in the Reference Quote (the "Service") subject to the following terms and conditions:

Order Authorization Terms.

The terms and conditions available at www.schoolmessenger.com/webterms will apply to this order authorization, unless the parties have entered into a separate mutually executed agreement. The terms of this order will govern any conflict with the above-mentioned terms. No additional terms in Customer's purchase order will apply.

Term and Termination.

This Agreement will commence on the Service Start Date and continue for 12 months (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature:
(or initials if signing electronically)

J Anselmo

Date

6.26.2019

Name:

JENNIFER ANSELMO

Title:

BUSINESS MANAGER



SHERRI YBARRA
SUPERINTENDENT OF
PUBLIC INSTRUCTION

601 W. STATE STREET
P.O. BOX 83720
BOISE, IDAHO 83720-0037
OFFICE: 208-333-6600
FAX: 208-334-2228
TDD: 208-333-6600
HARD OF HEARING: 1-800-377-3529
WWW.SDE.IDAHO.GOV

PROGRAM ASSURANCE CONTRACTING WITH A PRIVATE DRIVING SCHOOL FOR DRIVER EDUCATION

A public school district or charter school may contract with an approved private driving school to provide a driver education and training program. Idaho Public Driver Education Program Operating Procedures shall be followed to qualify for reimbursement. The school district or charter school shall have a written contract with the private driving school specifying the responsibilities of each party. All record keeping and required reporting to the Idaho State Department of Education ("SDE") shall be completed by the school district or charter. All student records are the property and responsibility of the school district or charter school and shall be collected, utilized, and protected in accordance with the Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), and any other applicable state or federal laws.

In such cases of contracting for a driver education and training program, the provider requesting reimbursement remains responsible for the entire program and must retain all required program records (curriculum guide, policies, student records, instructor records, etc.) Student fees must be received by the provider requesting reimbursement. Only eligible students qualify for reimbursement. The purpose of reimbursement is to reduce cost to parents, thereby making driver education more accessible to teens.

Whether or not a contractor has been hired, the SDE encourages all providers to carefully monitor curriculum, records, vehicles and instructors to assure quality and compliance within the program. A provider that hires a contractor to provide classroom or behind-the-wheel instruction must work with that contractor to obtain program cost information required on the reimbursement request form.

In accordance with Idaho Code 33-512, school districts and charter schools shall ensure that all private driver education instructors who are contracting with a public school have a current criminal history check on file at SDE. School districts and charter schools will also be responsible for cross-checking all private driver education instructors working as contractors against the statewide sex offender register.

Any school district or charter school contemplating contracting for a driver education and training program **valued in excess of twenty-five thousand dollars (\$25,000) in a fiscal year** must procure such services in accordance with Idaho Code 67-2801 through 67-2809.

The SDE may review driver education program records for compliance with department instructional, statutory, and regulatory requirements. The SDE may deny reimbursement request if the SDE determines that a provider has violated a provision of Idaho or federal law, the Idaho Public Driver Education Program Operating Procedures, or this Program Assurance document. Reasons for reimbursement denial may include misrepresenting expenses, revenue or other information; failing to submit required forms; failing to correct deficiencies within required timelines or falsely claiming to correct program deficiencies. In addition to denying reimbursement, SDE may also pursue any other legal remedies available under Idaho law.

West Bonner S.D. # 83 Buckle-Up Driving School - Wayne Johnson
School District Name # Contractor/Owner

2019-2020 DB 146
Fiscal Contract Year Contractor License #

134 Main Street
Priest River, ID 83856 P.O. Box 99 Laclede, Id. 83841
Address Address

Jennifer anichini@sd 83.org 208-444-4434 wayne.j@norlight.org 208-755-0438
Email Phone Email Phone

[Signature] 6-13-19
Signature of Superintendent/Administrator Date

[Signature] 5-15-2019
Signature of Board Chairperson/or designee Date

Wayne Johnson 5-7-19
Signature of Contractor/Owner Date

As superintendent, administrator, or other legally authorized school official, I hereby certify that, to the best of my knowledge, the information contained in these Assurances and the Application is true and correct. I further certify that the district or charter will comply with the state laws and rules governing the program.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm  MARCUS MABREY 803 PINE ST SANDPOINT ID 83864		CONTACT NAME: MYCHEN ANDERSON PHONE (A/C No. Ext.): 208-265-7755 FAX (A/C No.): 888-805-3711 E-MAIL ADDRESS: MYCHEN@MARCUSMABREY.COM		
INSURED BUCKLE UP DRIVING SCHOOL LLC PO BOX 99 LACLEDE ID 83841		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : State Farm Fire and Casualty Company		25143
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			93BAN5618	04/16/2019	04/16/2020	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
	DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

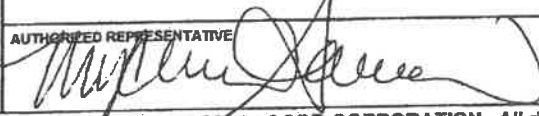
CERTIFICATE HOLDER

PRIEST RIVER LAMANNA HIGH SCHOOL
C/O WEST BONNER COUNTY SCHOOL DISTRICT
134 MAIN ST
PRIEST RIVER ID 83856

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.



Public Schools: This annual Program Plan Packet must be submitted at least 30 days prior to the start of your program as a condition for reimbursement of costs incurred in your driver training program. The State Department of Driver Education Division will approve or disapprove this plan within ten days after receipt. A School district operating any driver training program without prior written approval from the State Department of Education shall not be entitled to reimbursement (Idaho Code Section 33 – 1704 and 33 – 1707).

Contact Information

Driver Education Coordinator/Lead Teacher/Primary program contact:	Jennifer Anselmo
Address with city and zip code:	596 Highway 57, Priest River, ID 83856
Work and Cell phone number:	208-448-4439
Email Address:	jennifer.anselmo@scd83.org
School name and address with zip code:	West Bonner County School District 83
Additional School name and Address w/zip code (if applicable):	
Financial Contact Name, email address, and phone number:	Jennifer Anselmo
Address including zip code where permits are to be sent:	Wayne Johnson PO Box 99, Laclede ID 83841
Academic Year:	2019-2020
District Number:	83



Instructor Information:

Provide instructor information below, including you if you will be teaching, for those that need to be approved to work for your district. If needed, attach an Annual Program Plan Additional Instructors sheet for additional instructors. **Please note: Incomplete packets will be returned for completion.**

Personal Information for Instructor:

Full Name: Wayne Johnson Driver's License Number: QL329758G

Address: 367 Thistle Down Lane Box 99 Laclede, ID 83841

Phone Number: 208-255-2309 Cell Phone Number: 208-755-0438

Email Address: waynej@norlight.org Date of Birth 03-17-41

SDE Section – Do not Complete:

Date Physical Expires: Click or tap here to enter text. Clear Driving Record: ☐

Background Check: ☐ Professional Development: ☐ SDE APPROVED: ☐

Personal Information for Instructor:

Full Name: Brett Johnson Driver's License Number: JohnsBB241MJ Click or tap here to enter text.

Address: 15726 N Gleneden Dr Click or tap here to enter text. Spokane, WA 99208

Phone Number: Click or tap here to enter text. Cell Phone Number: 509-434-9256 Click or tap here to enter text.

Email Address: brett.johnson@eagles.ewu.edu Date of Birth 07-11-76

SDE Section – Do not Complete:

Date Physical Expires: Click or tap here to enter text. Clear Driving Record: ☐

Background Check: ☐ Professional Development: ☐ SDE APPROVED: ☐

Personal Information for Instructor:

Full Name: Cynthia Kay Dillard Funk QK324761J Click or tap here to enter text.

Address: 369 Grouse Meadows Rd Sandpoint, ID 83864

Phone Number: 208-561-1770 Cell Phone Number: Click or tap here to enter text.

Email Address: indydillardfunk@gmail.com 06-13-1979

SDE Section – Do not Complete:

Date Physical Expires: Click or tap here to enter text. Clear Driving Record: ☐

Background Check: ☐ Professional Development: ☐ SDE APPROVED: ☐

All information and representations contained in this application are accurate and true to the best of my knowledge and belief. It is understood that failure to comply with all laws and regulations shall result in no reimbursement to the local district.

Driver Education Coordinator Signature: _____

Date of Submission: Click or tap here to enter text.

**BUCKLE-UP DRIVING SCHOOL
IDAHO DRIVER EDUCATION AND TRAINING**

Private Driving School Contracting With a Public School District:

This independent contract agreement to provide Driver Education and Training is made and entered into

This 15th day of May (month), 2019, by and between West Bonner County School District No.83 and Buckle-Up Driving School LLC.

I. CONTRACTOR OBLIGATIONS AND PERFORMANCE

- a. The contractor shall provide instructors certified by the state of Idaho and currently licensed.
- b. The contractor shall provide up to but not more than 36 places in the classroom for each class.
- c. The contractor shall submit a copy of this signed contract to the State Department of Education along with an Annual Program Plan at least thirty (30) days before the start of the program.
- d. The contractor shall maintain a comprehensive liability insurance policy acceptable to the school district during the term of this agreement with a responsible insurance company, with a minimum single limit coverage of \$1,000,000 and shall furnish the school district with a certificate of such liability insurance stating that said insurances is in full force and in effect during the term of this agreement or any extension thereof.
- e. The contractor agrees that it will not discriminate on the basis of race, color, religion, sex, national origin or disability in its educational program and will comply with all requirements of Title IV and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.
- f. The contractor shall submit a Final Student List to the State Department of Education along with a Claim for Reimbursement within forty-five (45) days of the end of a class or all classes for the fiscal year.
- g. The contractor shall submit a Final Student List to the local Department of Motor Vehicles within three (3) days after the end of a class.
- h. The contractor will maintain vehicles that meet or exceed State Department of Education requirements for Driver Educations vehicles.
- i. The contractor shall provide such education and training to enable students of the school district to become eligible to apply for and be granted an Idaho Driver's License.
- j. The contractor shall employ only instructors who have passed an Idaho State Department of Education criminal history background check.

