BUCKLE-UP DRIVING SCHOOL
IDAHO DRIVER EDUCATION AND TRAINING

II. REIMBURSEMENT OF EXPENSES

a. The school district is eligible to receive full reimbursement for each student from the State Department of Education if the contractor meets the requirements set forth in this contract.

b. The public school district may choose to keep any or all of the reimbursement monies to cover their costs, if any.

c. For this contract year the public school district elects to keep $ 0 per student of the reimbursement payment(s).

III. STUDENT FEES AND CONTRACTOR PAYMENTS

a. The contractor shall charge each student $ 275 which shall be collected by Buckle-Up Driving School LLC.

b. The school district will not reimburse any expenses incurred by the contractor.

c. The school district shall pay the contractor within 30 days of receiving reimbursement from the State Department of Education.

IV. TERMINATION AND CONTRACT DURATION

a. This agreement is for the 2017 fiscal year and must be renewed annually.

b. Either party shall terminate this contract at any time.

V. MONITORING AND INSPECTION

a. A designated representative of the school district and the State Department of Education shall at all times be able to observe the classroom and behind the wheel instruction.

IN WITNESS WHEREOF, the parties have executed this agreement in the presence of the undersigned competent witnesses.

Witnesses: Cheyenne Lee

School District: J Phillips Title: SD #83 Business manager

Contractor: Buckle-Up Driving School LLC Position: Wayne Johnson - Owner

SDE Approval: _____ Date: _____

Annual Program Plan Packet

Driver Education Coordinator: Jennifer Phillips

School Address: 1103 9th St. Priest River, Idaho 83856

Email: jenniferphillips@sd83.org Phone Number: (208) 448-4439

Academic Year: 2016-2017 District Number: 83

(Important: All information in this top section required to be notified of approval.)

Public Schools: This Annual Program Plan 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 Education Driver Education Division will approve or disapprove this plan within ten (10) 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 33-1707, and 33-1704).

List the names of the instructors (including you if you will be teaching) that you would like to be approved to work for your district below. Attach an Annual Program Plan Additional Instructors sheet for additional instructors, if needed.

***Please Note: Incomplete packets will be returned for completion.**

Instructor Last, First Name	Driver License Number	**SDE SECTION**—Do Not Complete				
		Date Physical Expires	**Clear Driving Record**	**Background Check**	**Professional Development**	**SDE APPROVED**
Johnson, Brett	JohnsBB241MJ					
Johnson,Wayne	QK329758G					

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 Submission Date

Approved by State Department of Education, Driver Education Coordinator Approval Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2016

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	CONTACT NAME: Jodae Ribeiro	
State Farm Insurance PO BOX 1872 Sandpoint, ID 83864	PHONE (A/C, No, Ext): 208-263-4264	FAX (A/C, No): 208-263-8381
	E-MAIL ADDRESS: jodae.c.ribeiro.i1tm@statefarm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Fire and Casualty Company	25143
INSURED Buckle Up Driving School, LLC PO BOX 99 Ladede, ID 83841-0099	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
				93-BA-N561-8	04/16/2016	04/16/2017	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

Jodae C Ribeiro

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RESOULTION 2017-2018

Resolution of West Bonner County SD 83 authorizing the entry into a Cooperative Service Agreement (North Idaho Region 1 Co-op for Food Services Items) with other School Districts as authorized by Idaho Code 33-317.

WHEREAS, West Bonner County SD 83 is vested with certain powers and duties as authorized by Idaho Code Title 33, with particular reference to Idaho Code 33-317 Cooperative Service Agencies; and,

WHEREAS, it is deemed in the best interests of the District and patrons thereof the District enter into such an Agreement,

NOW, THEREFORE,

BE IT RESOLVED, that the Board of Trustees of West Bonner County SD83, enter into an agreement with other School Districts within the five northern counties of Idaho, and participate in the North Idaho Region 1 Co-op for Food Services Items formed pursuant to the Idaho Code 33-317.

BE IT FURTHER RESOLVED that the chairman, or in the Chairman's absence, the Vice Chairman, and the Clerk of the Board of Trustees be and hereby are authorized to execute the Cooperative Service Agency Purchase on behalf of the District.

Dated this June 21, 2017

_____
CHAIRMAN OF THE BOARD

_____
CLERK OF THE BOARD

COOPERATIVE AGREEMENT
BETWEEN
THE IDAHO DIVISION OF VOCATIONAL REHABILITATION AND
SCHOOL DISTRICTS 83, 84, 101 and 272 SFY 2017 through SFY 2018

I. PURPOSE

The Idaho Division of Vocational Rehabilitation (IDVR) and School District No. 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. 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.

5-12-16
CC: Lisa McLeod (sig pg); J Phillips 5-12-16
YC

II. PROGRAM AND SCOPE OF SERVICES

A. IDVR and School District No. 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 District No. 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 District No. 83, 84,101, and 272 Agrees:

1. To transfer to IDVR certifiable non-Federal monies in the amount of [dollar amount] for SFY 17, and the same amount in SFY 18, 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 accompany payment indicating that no portion of the payment is from federal funds and has not been used to match any other federal grants.

2. When applicable, provide access to confidential office space, office furniture, and telephone service suitable for staff assigned by IDVR at no additional cost to IDVR.

3. That if the school district desires to relocate the Vocational Rehabilitation Office, the district agrees to pay associated moving and connectivity expenses. IDVR requires a minimum of 90-day advance notice for relocation, in or out of the current physical location.

4. To refer transitioning students with disabilities to IDVR at age 16 (or younger, if appropriate) so that IDVR may become involved in the Individual Education Plan (IEP) team, the determination of the required transition services, assistance in the IEP development, assessment of eligibility for Vocational Rehabilitation services, and the development of the Individualized Plan for Employment (IPE). School personnel will work collaboratively with the VR Counselor to ensure that students connect with VR.

5. To invite the VR counselor to participate in the IEP development team for all referred students.

6. To provide training to the assigned VR Counselor regarding the school's responsibilities under IDEA.

7. To provide services mandated by IDEA and other enabling legislation, regulations or rules without impacting IDVR case service dollars (i.e. the District will act as the first resource for services required by law and pertinent rules and/or regulations governing Special Education and other education services for K-12 students with disabilities) to provide a free and appropriate education (FAPE).

8. To the maximum extent possible, provide the IDVR Counselor with existing information used by education officials (reference: 34 CFR 361.42 (d) (1) (i)) which may include medical, psychological, educational and social history records that the district may have for the student with a disability, in order to assist the VR Counselor to make an appropriate determination of program eligibility and to determine appropriate Vocational Rehabilitation services to be provided within the requirements of the Family Education Rights an Privacy Act (FERPA).

C. IDVR Agrees:

1. To use District-donated funds and State General Account monies to match Federal Vocational Rehabilitation funds sufficient to serve the population addressed by this cooperative agreement.

2. To provide a VR Counselor and a Vocational Rehabilitation Assistant to serve students with disabilities referred by School District No. 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 District No. 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 District No. 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, 2016 and will continue for two state fiscal years, ending June 30th of 2018. 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

Gary Hamilton 05-11-2016
Gary Hamilton — Date
Region I, Manager, IDVR

Paul Amundson 5-12-16
Superintendent Name — Date
Superintendent,
School District #83

5/12/16
Superintendent Name — Date
Superintendent,
School District #84

5/12/16
Superintendent Name — Date
Superintendent,
School District #101

Superintendent Name — Date
Superintendent,
School District #272

Attachment #1

IDVR & School Districts School District No. 83, 84,101, and 272
Cooperative Agreement
Matching Funds SFY Distribution

SFY 17:

SCHOOL DISTRICT	*HIGH SCHOOL ENROLLMENT (grades 9th-12th)*	*PERCENTAGE OF FUNDS*	*COST TO DISTRICT*
83 Priest River		(13%)	2,184..00
84 Lake Pend Oreille		(37%)	6,216.00
101 Boundary County		(15%)	2,520.00
272 Lakeland		(35%)	5,880.00
TOTALS			$ 16,800

SFY 18:

SCHOOL DISTRICT	*HIGH SCHOOL ENROLLMENT (grades 9th-12th)*	*PERCENTAGE OF FUNDS*	*COST TO DISTRICT*
83 Priest River		(13%)	2,184..00
84 Lake Pend Oreille		(37%)	6,216.00
101 Boundary County		(15%)	2,520.00
272 Lakeland		(35%)	5,880.00
TOTALS			$ 16,800

Ednetics Terms and Conditions

These Terms and Conditions ("Agreement") are between Ednetics and the entity identified as the customer ("Customer"), each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of these Terms and Conditions, Sales Order(s) and any forms or authorizations attached hereto and are incorporated herein by reference. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

1. **Services(s).** For purposes of this Agreement, "Service(s)" shall mean a variety of products and services available for use in transporting information within the school to the classroom, within a library to public areas, or to administrative areas or other buildings. Ednetics Service(s) include data distribution components, firewalls and other data protection components, interfaces, gateways, wireless access points, servers, storage devices, software, cabling and installation as well as Ednetics equipment and services integral to performance or delivery of Service(s) under this Agreement such as maintenance and technical support. Ednetics will provide Service(s) as referenced on the Sales Order(s) in accordance with the terms of this Agreement.
2. **Change Order(s).** If changes are required during the course of a project, a Change Order(s) will be provided and work will continue upon agreement and execution of the Change Order(s).
3. **Exclusions.** Any part, material, service or item not explicitly included in this document is excluded from the proposal.
4. **Performance Bond:** A performance bond may be provided at one and one-half percent (1½%) of the proposal cost. Performance bonds are not E-rate eligible.

General Terms and Conditions

5. **Obligations of the Customer.** Customer agrees to accept a Material Staging Agreement, provide all information required, access to the premises, support for timely installation, proper use of Service(s) and to comply with all of terms and conditions of this Agreement. Customer acknowledges and accepts that not accepting the Material Staging Agreement may subject Customer to higher costs.
6. **Customer Representations.** Customer warrants that they have the legal right and ability to enter into this Agreement and are authorized to act on behalf of the school, library, or state/local government entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and that providing false or incorrect information may result in delays in the provision and delivery of Service(s), and/or the suspension or termination of Service(s). Customer agrees to promptly notify Ednetics whenever personal or billing information changes, including, but not limited to, Customer name, address, e-mail address, telephone number, and credit card information if appropriate.
7. **Term Commitment.** Service will be delivered July 1 through September 30 of the funding year corresponding to Customer's funding request or when specified by Customer through a Notice to Proceed. The contract term is fixed for 5 year(s) to allow Customer to file in subsequent funding years in the event funding is not received in the first year. The Service(s) will be made available to Customer unless Customer advises Ednetics in writing that Service(s) is in material non-compliance with the specifications contained in the Sales Order(s), in which case, the term commitment for that Service(s) will not commence until such time as Ednetics and Customer mutually agree that the issues with Service(s) has been resolved and will continue for the number of months/years set forth in the applicable Sales Order(s) ("Initial Service(s) Term").
8. **Term Renewal.** Upon expiration of the Initial Service Term and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions for a period of one (1) year, in one (1) year increments, for up to five (5) years, by notifying Ednetics in writing at least thirty (30) days prior to the expiration of the Initial Service Term and each subsequent one (1) year term. Alternatively, Customer may extend the term at any time prior to the Initial Service Term expiration for up to one (1) additional five (5) or

three (3) year term upon notification to Ednetics in writing at least thirty (30) days prior to the expiration of the Initial Service Term.

9. **Fees and Charges.** Customer shall pay for all Service(s) Ednetics provides Customer. Sales Order(s) specify the fees Customer will pay for the Service(s).
10. **Payment.** Ednetics invoices will be due and payable thirty (30) days from the invoice date ("Due Date"). While Ednetics will invoice USAC directly via the Service Provider Invoice (SPI), Customer is ultimately responsible for payment to Ednetics of delivered Service(s). For the purposes of billing and adjustments, Ednetics assumes thirty (30) days in a month. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the Invoice Date in the amount of one and one-half percent (1½%) per month of the amount of the unpaid balance from the Due Date. Subject to any applicable state or federal regulations and in addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity, including, but not limited to, its rights under the Uniform Commercial Code.
11. **Taxes.** Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including value added taxes, sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and as such shall be paid promptly when due by Customer. Customer acknowledges and agrees to indemnify and hold Ednetics harmless from any liability for Customer not paying all taxes due. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of and deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.
12. **E-Rate.** This Agreement and all attachments, begins upon the later of (a) its execution by both Ednetics and Customer and (b) Customer's E-rate funding approval or Customer approval to proceed with service by signing a Notice to Proceed attached to this Agreement as Exhibit A and made a part of this Agreement by reference. Customer understands and agrees that the cost of Ednetics Service(s) as represented by this Agreement and all attachments are Customer's firm contractual obligation for the duration of this contract after customer receives E-rate funding or has given Ednetics a notice to proceed with service.
13. **Bill Disputes.** Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within thirty (30) days from the Invoice Date, or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines that a disputed charge was billed in error, Ednetics will issue a credit to reverse the amount incorrectly billed. If Ednetics determines the disputed amount was billed correctly, Ednetics will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for an officer review/resolution with Ednetics and Customer in accordance with this Agreement. In the event that the escalated dispute is resolved against Customer, or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.
14. **Resolution of Disputes.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the person with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the

other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.

15. **Prices.** Prices do not include applicable taxes, insurance, or third party setup fees, services or materials unless specifically stated. Prices are guaranteed for one hundred and eighty (180) days from the proposal date unless otherwise stated. Supply is subject to availability.
16. **Shipping Charges.** Ednetics does not bill shipping charging unless otherwise stated.
17. **Substitutions/Additions.** The school district or library may substitute equipment listed in this proposal or add equipment to this proposal with the following conditions:
    a. Any equipment substitution/addition must meet E-rate eligibility requirements as outlined by the Universal Service Administrative Company (USAC) for the Schools and Library Program.
    b. Substitutions/additions must be of the same product type and be used to fulfill the same purpose.
    c. Both Ednetics and the school district must approve any substitutions/additions by executing a Change Order(s) as descried in Section 2.
    d. Equipment substitutions/additions may increase equipment, installation and support costs. Any increased costs will be the sole responsibility of the school district.
    e. Pricing for hardware outside of what is listed in this proposal will be based on the following:
        i. Cisco: Cisco hardware and software will be based at thirty-five percent (35%) off of the published Cisco list price;
        ii. NetApp: NetApp hardware and software will be based at thirty-five percent (35%) off of the published NetApp list price; and
18. **Equipment Trade-in.** All equipment trade-ins must meet trade-in criteria established by USAC and Ednetics guidelines as follows:
    a. Equipment originally purchased with E-rate funds may be used for trade-in if the district has owned the equipment for over five (5) years at the time equipment is traded in. Equipment not purchased with E-rate funds does not have any trade-in restrictions.
    b. Trade-in equipment must be specifically identified and documented at the time of proposal acceptance. Ednetics reserves the right to approve or deny any requested changes in equipment trade-in inventory.
    c. Trade-in discounts will be processed as a rebate after project completion and all trade-in equipment has been received.
    d. The district will not use trade-in credits to show that the district meets funding match commitments for E-rate approval.
19. **Maintenance.** Maintenance items listed in this Agreement are *per year* and are for service from July 1 through June 30. Consecutive year pricing will be based on the following:
    a. Cisco SMARTnet / Cisco Base: Pricing will be based at twenty-two percent (22%) off of the published list price for all equipment that is covered. The district may choose to add any items from this contract provided support is purchased in one (1) year increments.
    b. Ednetics One pricing is fixed for all supported items for the term of this contract. Additional equipment may be added at a rate of ten percent (10%) of the published list value on a per year basis unless otherwise negotiated with Ednetics.
20. **Limitation of Liability.** Ednetics shall not be liable or responsible for any of the following: (a) unauthorized access to Customer owned equipment; (b) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (c) claims against Customer by any other party; (d) any bodily injury arising from causes beyond Ednetics reasonable control; (e) any damage to materials arising from causes beyond Ednetics reasonable control; and (f) any act or omission of any other party furnishing services to Customer, or the installation and/or removal of any and all equipment supplied by any other services provider. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUESTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST

PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.

21. **Liability of Customer.** In the event any claim, demand, lawsuit or liability is made or assessed against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any all such claims, demands, causes of action and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Service(s) including those due to any malfunction of any equipment provided by an entity other than Ednetics.
22. **Transfer and Assignment.** Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to customer.
23. **Force Majeure.** Any delay, interruption, or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of the Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
24. **Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if personally delivered by hand or (b) upon the third day after such notice is (i) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (ii) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice.

PLEASE COMPLETE ABOVE NOTICE SECTION

Notices to Ednetics:	**With a copy to:**	**If to Customer:**
Ednetics, Inc.	Ednetics, Inc.	West Bonner City SD 83
Attn: Susan Lamb	Attn: Jenny George	Attn: Jennifer Phillips
971 S. Clearwater Loop	971 S. Clearwater Loop	134 Main Street
Post Falls, Idaho 83854	Post Falls, Idaho 83854	Priest River, ID 83856
T (208) 619-2679	T (208) 777-4709	
F (208) 619-4161	F (208) 777-4708	

25. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Washington and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the State of Washington, as appropriate.
26. **Non-Disclosure and Publicity.** Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics.
27. **Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any non-telecommunications Service(s) provided by Ednetics hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
28. **Severability.** In the event that any of the terms of this Agreement or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original.

The parties have caused these Terms and Conditions to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: Paul Anselmo

Name: Paul Anselmo

Title: Superintendent

Date: 5-10-17

SAAS CONTRACT

This School Data Solutions SaaS Contract ("Agreement") is made and entered into this date July 14, 2017 between West Bonner County School District ("District") located at 134 Main Street | Priest River, ID 83856 and School Data Solutions ("SDS") for the provisions of services as more specifically described below:

1. SERVICES TO BE PROVIDED: SDS is providing District with access to online applications. These applications are enhanced periodically. Included in this Agreement are all enhancements to specified application and or modules. No module is included in the subscription unless specifically stated. SDS retains all intellectual and moral property rights to work product offered as a subscription. District shall not do anything to impede SDS's intellectual or moral property rights.

2. CONTRACT TERM: The term of this Agreement shall be from August 1, 2017 through July 31, 2020 unless otherwise terminated pursuant to this Agreement.

3. COMPENSATION: In consideration of the subscriptions and services rendered as described in this Agreement, District agrees to pay SDS as follows:

For subscription to Homeroom for Educators

- setup fee equal to 35% of first year subscription is due August 1, 2017
- from August 1, 2017 through July 31, 2018 payment of $5.50 per student* is due August 1, 2017
- from August 1, 2018 through July 31, 2019 payment of $3.55 or less per student* is due August 1, 2018
- from August 1, 2019 through July 31, 2020 payment of $3.55 or less per student* is due August 1, 2019

*Fee based on student enrollment for the previous school year and Homeroom for Educators Progressive Discount Model (attached).

4. INDEPENDENT CONTRACTOR STATUS: It is specifically understood that SDS, its employees and agents are contracting with District as an independent contractor. District shall not be responsible for withholding or paying any taxes on behalf of SDS or SDS's employees or agents.

5. CRIMINAL RECORDS CHECK: In the event SDS or any of SDS's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, SDS shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. SDS shall provide a copy of the record to the person applying for employment to District. If SDS or applicant has a record check within previous two (2) years, SDS may waive the requirement. SDS shall pay for the requirements set forth in this paragraph.

6. TERMINATION FOR CAUSE: District may terminate this Agreement upon advance written notice in whole or in part, if SDS breaches any other material term or condition of this Agreement. If District elects to terminate this Agreement for cause, District shall notify SDS, in writing, of District's intention to terminate, providing SDS with written reason(s) for the termination. District shall give SDS the opportunity to cure a breach within twenty-five (25) Business Days. Failure by SDS to cure such breach within twenty-five (25) Business Days of the written notice shall result in automatic termination. Nothing herein will be interpreted to prevent District and SDS from mutually agreeing to an extension of the cure period. For purpose of this Agreement, "Business Days" shall be defined as Monday through Friday, and shall exclude any nationally recognized holidays in Canada or the United States. In case of termination, the confidential information provided by District shall be returned to District or destroyed on or before the date of termination.

7. TERMINATION WITHOUT CAUSE: District may terminate or choose not to renew this Agreement upon thirty (30) days written notice to SDS, without cause. District acknowledges that the discounted pricing provided under this Agreement assumes a rolling contract, which is automatically renewed on a yearly basis, so as to remain in place, for three years. If this Agreement is terminated or not renewed and only exists for a one year period, the three year discount no longer applies and District's price shall be $5.50 per student. If this Agreement is terminated or not renewed and only exists for a two year period, the three year discount no longer applies and District's price shall be $5.50 per student. Further, in the event of termination or non-renewal, any difference between the three year discounted rate and the new rate that results from termination or non-renewal shall be immediately due and owing and SDS shall invoice District for same. This clause shall survive termination of this Agreement.

In the event that SDS or a successor entity is unable to service the applications provided under this Agreement, District will gain the rights to access and use the source code of the applications for use by District, however, District may not distribute the source code to a person, company, or entity other than District.

8. CONFIDENTIALITY: SDS may be exposed to confidential information. Student/family information is declared confidential by District and shall not be disclosed unless authorized in writing by District. It is agreed that this obligation of confidentiality shall survive the termination of this Agreement. See Data Sharing Agreement.

9. NON-DISCRIMINATION: No person shall, on the grounds of race, creed, color, national origin, age, sex or disability be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination in connection with any activity or service performed pursuant to this Agreement.

10. INDEMNIFICATION: Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

11. APPLICABLE LAW, VENUE, AND JURISDICTION: This Agreement shall be governed by the laws of the State of Washington, without regard to its conflict of laws principles. District agrees that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the state courts located in Spokane County, State of Washington, and the federal courts located in the Eastern District of the State of Washington and irrevocably submits to and waives any objection to such jurisdiction and venue.

12. ENTIRE CONTRACT: This Agreement constitutes the entire agreement between District and SDS and supersedes any prior oral or written statements or agreements.

13. CRIMES AGAINST CHILDREN: In accordance with RCW 28A.400.330, contractor shall prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for District immediately terminating this Agreement.

14. DISPUTES: Where applicable, the Uniform Commercial Code, as effective in the State of Washington, shall determine the rights and duties of the parties. If a dispute arises between the parties of this Agreement and they are not able to resolve it themselves, a nonbinding mediation procedure shall be required as a condition precedent to litigation. Each party shall pay one-half of the mediation fees. Binding arbitration shall not be required under this Agreement under any circumstances.

15. ATTORNEY FEES AND COSTS: In the event of litigation, the costs of such litigation, including, but not limited to, attorney fees, paralegal fees, travel expenses, deposition costs, expert witness expenses and fees, court costs, arbitration fees and other costs incurred in connection with bringing or defending such an action, whether or not incurred at the trial level, or at appeal, or bankruptcy proceedings, or arbitration shall be recovered by the prevailing party from the non-prevailing party.

16. ACCEPTANCE: Both parties acknowledge and accept the terms and conditions of this Agreement by signing below and knowingly waive all claims to the contrary.

WEST BONNER COUNTY SCHOOL DISTRICT

Signature: Paul Anselmo

By: Paul Anselmo

Title: Superintendent

Date: 7-18-17

SCHOOL DATA SOLUTIONS

Signature:

By: Joseph S. Tansy

Title: President

Date: July 14, 2017

Return all pages of this Agreement to School Data Solutions.
Email: jojo@schooldata.net
Fax: (509) 703-7724
Mail: 703 W. 7th Avenue | Spokane, WA 99204

HOMEROOM FOR EDUCATORS
PROGRESSIVE DISCOUNT MODEL

Student Count	Price Decrease	Price per Student
100,000		$5.50
125,000	$0.25	$5.25
150,000	$0.50	$5.00
175,000	$0.75	$4.75
200,000	$0.95	$4.55
225,000	$1.15	$4.35
250,000	$1.35	$4.15
275,000	$1.50	$4.00
300,000	$1.65	$3.85
325,000	$1.80	$3.70
350,000	$1.95	$3.55
375,000	$2.10	$3.40
400,000	$2.20	$3.30
425,000	$2.30	$3.20
450,000	$2.40	$3.10
475,000	$2.50	$3.00
500,000	$2.60	$2.90
525,000	$2.70	$2.80
550,000	$2.80	$2.70
575,000	$2.90	$2.60
600,000	$3.00	$2.50

PROMOTIONAL OVERVIEW: Utilize the economies of scale to increase the Total Student Headcount from 100,000 to 600,000 students and lower the per student subscription cost down from $5.50 to $2.50 per student by providing a discount credit incentive for the next two years.

PRICE DECREASE: Amount subscription fee decreases on a per student basis (second column).

DISTRICT STUDENT HEADCOUNT: District student headcount is based on the average for the previous school year (OSPI Report 1251H).

TOTAL STUDENT HEADCOUNT: Total student headcount for all Washington State using Homeroom for Educators (first column).

SUBSCRIPTION BASE FEE: First full year (12 months) subscription base fee is $5.50 per student for all districts no matter what year they begin the subscription service.

RENEWAL SUBSCRIPTION FEE: Subscription fee based on progressive discount model table for the next year (third column) multiplied by District Student Headcount.

PROMOTION RULES:

- Sign a three-year contract.
- To continue the progressive discount beyond the initial contracted term, District must extend the contract to three years. For example: if the contracted term runs from September 1, 2016 through August 31, 2019, District can extend the contract on September 1, 2017 to run through August 31, 2020; thereby extending the discount for the additional year.
- All discounts are provided in return for longevity. If District terminates the contract before the end of the contracted term, all previously discounted amounts will immediately come due.

Sent 6-9 R 6-7-17

ESY
Extended School Year

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
Aging Better In-Home Care
601 E. Seltice Way, Suite 101
Post Falls, ID 83854
Phone: (208)777-0308, Fax: (208) 777-0406

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and Aging Better In-Home Care (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 7th day of July, 2017, and remain into effect until the 11th day of August, 2017, 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, nursing/personal care services 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.

6-22-17 cc:YC

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 nursing and personal care 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) Nursing certificates for all employees providing nursing and personal care 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 $45.00 per hour for RN staff and $35.00 per hour for LPN staff 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.

Charlene Weaver Cw — 6/5/17

Charlene Weaver, Owner, Aging Better In-Home Care — Date

5/8/2017

Jeff Proctor, Special Services Director, WBCSD — Date

5-8-17

Paul Anselmo, Superintendent, WBCSD — Date

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
Aging Better In-Home Care
601 E. Seltice Way, Suite 101
Post Falls, ID 83854
Phone: (208)777-0308, Fax: (208) 777-0406

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and Aging Better In-Home Care (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 September, 2017, and remain into effect until the 30th day of June, 2018, 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, nursing/personal care services 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 nursing and personal care 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) Nursing certificates for all employees providing nursing and personal care 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 $45.00 per hour for RN staff and $35.00 per hour for LPN staff 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.

Charlene Weaver, Owner, Aging Better In-Home Care — Date: 4/5/17

Jeff Proctor, Special Services Director, WBCSD — Date: 5-23-2017

Paul Anselmo, Superintendent, WBCSD — Date: 5-23-17

Sent cc: 6-7 R 6-7-17

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
North Idaho Children's Mental Health
1717 Ontario
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 1th day of September, 2017, and remain into effect until the 30th day of June, 2018, 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.

Jenny Brotherton,
North Idaho Children's Mental Health

6/5/17
Date

Jeff Proctor, Special Services Director, WBCSD

5-23-2017
Date

Paul Anselmo, Superintendent, WBCSD

5-23-17
Date

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

6-22-17 cc: PSNI, YC

the 25th day of the months September 2017 to June 2018, 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, 2017 and ending June 30, 2018.

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 23 day of May, 2017.

WEST BONNER COUNTY SCHOOL DISTRICT NO. 83

BY: Paul Anselmo
Paul Anselmo, Superintendent

Jean Post Panhandle Special Needs
CONTRACTOR
Panhandle Special Needs, Inc.

ATTEST:
J Phillips

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 September, 2017, and remain into effect until the 30th day of June, 2018, 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.

8-23-17 cc; YC

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.

Robin Hull, B.S, Program Manager, Sandpoint Psychotherapy — 8-21-17 Date

Jeff Proctor, Special Services Director, WBCSD — 8/15/17 Date

Paul Anselmo, Superintendent, WBCSD — 8-6-17 Date

JUN 02 2017

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
Sequel Alliance Family Services, LLC
212 N. 1st Avenue, Suite 103, Sandpoint, ID 83864
(208)265-8195, Fax: (208)265-8327

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and Sequel Alliance Family Services, LLC (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 September, 2017, and remain into effect until the 30th day of June, 2018, 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.

8-23-17 cc: YC

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 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.

Hailey Scott, Director, Sequel Alliance Family Services, LLC — 6.13.17 Date

Jeff Proctor, Special Services Director, WBCSD — 5/23/2017 Date

Paul Anselmo, Superintendent, WBCSD — 5-23-17 Date

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:	Karen M. Campbell, OTR
Street Address:	PO Box 381
City:	Usk
State and Zip:	Washington, 99180

Here referred to as CONTRACTOR.

RECITALS

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

1. Occupational 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 dollars ($50.00) per hour beginning July 1, 2017 to June 30, 2018, inclusive for the services listed under Recitals. Billing and payment is to be done on a monthly basis.

6-22-17cc:YC

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, 2017, and ending June 30, 2018.

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 23 day of May, 2017.

WEST BONNER COUNTY SCHOOL
DISTRICT NO. 83

BY: Paul Anselmo
Paul Anselmo, Superintendent

Karen M. Campbell
CONTRACTOR

ATTEST:

J Phillips

CC: Karen 6-9-17

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, 2017 to June 30, 2018, inclusive for the services listed under Recitals. Billing and payment is to be done on a monthly basis.

6-23-17 cc: YC

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, 2017, and ending June 30, 2018.

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 23 day of May, 2017.

WEST BONNER COUNTY SCHOOL
DISTRICT NO. 83

BY: _____
Paul Anselmo, Superintendent

_____
CONTRACTOR

ATTEST:

_____

Joni cc herself