

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

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

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

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on the 1st day of July, 2020 and remain into effect until the 30th day of June 2021 unless terminated earlier. This Contractual Agreement is contingent upon the availability of funds of the District, the service needs of the District, and the ability of the District to provide its own services. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion for the District, the Contractual agreement may be renewed annually.

RELATIONSHIP OF PARTIES

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

SERVICES TO BE RENDERED

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

RECORD KEEPING

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

background checks, and staff certification documentation. Agency shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at the Agency's office.

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

The Agency acknowledges its obligation to comply with Idaho Code Section 16-1601, et seq. and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. The Agency also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

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

COORDINATION OF SERVICES

To facilitate delivery of services, the District will provide: 1) reasonable and prompt notification of meetings and other appointments in which the Agency is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the student and the parent/guardian; and 4) reasonable assistance in facilitating communication between the Agency and students, parents/guardian, and other providers and agencies involved in the education of the student.

PRIOR APPROVAL OF SERVICES

All services provided by the Agency under the terms of this Contractual Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

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

PROFESSIONAL SERVICES

The services provided pursuant to this Contractual Agreement will be provided by individuals who are duly licensed or otherwise qualified to perform the services or are supervised by a licensed provider in accordance with applicable professional standards. The Agency agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the students. The Agency shall expect reimbursement only for services rendered which are compliant with all Medicaid regulations and which are 100% Medicaid reimbursable.

INSURANCE AND LIABILITY

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

ASSIGNMENT

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

AMENDMENT

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

DOCUMENTS TO BE PROVIDED

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

- A) Certificate of Liability Insurance
- B) Proof of worker's compensation insurance
- C) Confirmation of criminal background checks for all employees working with District students, and CBR5 and HI certificates for all employees providing CBR5 and HI services to District students.

TERMINATION

This Contractual Agreement may be terminated without cause by either party within twenty-four (24) hours after providing written notice of the intent to terminate to the other party. Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

COMPENSATION AND BILLING

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

The Agency will submit, at the end of each month, a statement of services rendered each month including the completed District's Medicaid reporting forms. These completed forms must be accurate and ready to submit for appropriate Medicaid billing. Payment to the Agency will be received within six (6) weeks of receipt of the bill. Each monthly statement must include the following information for each student receiving services:

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

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

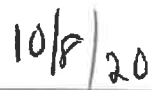
COMPLETE STATE OF TERMS

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




Jenny Brotherton,

North Idaho Children's Mental Health



Date



Kim Shaner, Special Services Director, WBCSD



Date



Paul Anselmo, Superintendent, WBCSD



Date


MEMORANUM OF UNDERSTANDING


8/10/20

Bonner General Hospital
Rehabilitation Department
520 North 3rd St.
Sandpoint, Idaho 83864

This is an agreement between West Bonner County School District and Bonner General Health. This letter confirms that Performance Therapy Services at Bonner General Health will be completing the West Bonner County School's pre and post-concussion tests for the school year 2020-2021 at a fixed rate \$6000.00.

If you have any questions, please contact me at (208)255-3675.


Bonner General Hospital
Provider


West Bonner School District

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

Private Driving School Contracting With a Public School District:

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

This 1st day of July (month), 2020, by and between West Bonner County School District No.83 and Buckle-Up Driving School LLC.

I. CONTRACTOR OBLIGATIONS AND PERFORMACE

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

**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 2021 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: _____

School District: _____

Title: _____

Contractor: _____

Position: _____

SDE Approval: _____

Date: _____



Annual Program Plan Packet

Driver Education Coordinator: Jennifer Anselmo

School Address: 596 Highway 57, Priest River, ID 83856

Email: jenniferanselmo@sd83.org

Phone Number: (208) 448-4439

Academic Year: 2020-2021

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

Date Physical Expires	Clear Driving Record	Background Check	Professional Development	SDE APPROVED
Johnson , Wayne	QL329758G			
Johnson , Brett	JohnsBB241MJ			
Funk , Cynthia	QK324761J			

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.

J Anselmo
Driver Education Coordinator Signature

6-25-20
Submission Date

Approved by State Department of Education, Driver Education Coordinator

Approval Date



SHERRI YBARRA
SUPERINTENDENT OF
PUBLIC INSTRUCTION

650 W. STATE STREET
P.O. BOX 83720
BOISE, IDAHO 83720-0027

OFFICE: 208-332-6800
FAX: 208-334-2228
SPEECH/HEARING
IMPAIRED: 1-800-377-3529
WWW.SDE.IDAHO.GOV

PROGRAM ASSURANCE CONTRACTING WITH A PRIVATE DRIVING SCHOOL FOR DRIVER EDUCATION

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

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

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

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

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

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

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

2020 - 2021 DB 146
Fiscal Contract Year Contractor License #

Pratt River,
134 Main St. ID 83856 P.O. Box 99 Laclede, Id. 83841
Address Address
208-446-4439

jenniferanselm@sd03.org wayne.j@norlight.org 208-755-0438
Email Phone Email Phone

Paul Anselm 6-25-20
Signature of Superintendent/Administrator Date

Anselm Board Clerk 6-25-20
Signature of Board Chairperson/or designee Date

Wayne Johnson 6-15-20
Signature of Contractor/Owner Date

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



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

Contact Information

Driver Education Coordinator/Lead Teacher/Primary program contact:	Jennifer Anselmo
Address with city and zip code:	134 Main St, Priest River, ID 83856
Work and Cell phone number:	208-448-4439
Email Address:	jenniferanselmo@sd83.org
School name and address with zip code:	West Bonner County School District 83
Additional School name and Address w/zip code (if applicable):	
Financial Contact Name, email address, and phone number:	Jennifer Anselmo
Address including zip code where permits are to be sent:	Wayne Johnson PO Box 99, Laclede ID 83841
Academic Year:	2020-2021
District Number:	83



Instructor Information:

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

Personal Information for Instructor:

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

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

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

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

SDE Section – Do not Complete:

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

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

Personal Information for Instructor:

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

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

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

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

SDE Section – Do not Complete:

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

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

Personal Information for Instructor:

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

Address: 369 Grouse Meadows Rd Sandpoint, ID 83864

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

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

SDE Section – Do not Complete:

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

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

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

Driver Education Coordinator Signature: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2020

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**StateFarm**

MARCUS MABREY - AGENT
803 PINE ST
SANDPOINT ID 83864

CONTACT NAME: MYCHEN ANDERSON

PHONE (A/C, No, Ext): 208-265-7755

FAX (A/C, No): 208-297-5432

E-MAIL ADDRESS: MYCHEN@MARCUSMABREY.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company

25143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

BUCKLE UP DRIVING SCHOOL LLC
PO BOX 99
LECLEDE ID 83841

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		93BAN5618	04/16/2020	04/16/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.I. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. DISEASE - EA EMPLOYEE \$
						E.I. 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*Mychen Anderson*

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North Idaho College

**DUAL CREDIT PROGRAM PARTNERSHIP AGREEMENT
FOR TEACHING IN THE HIGH SCHOOL
Version 7.0 – 2020**

School District: **West Bonner County School District**

High School: **Priest River Lamanna**

Term of Agreement: **Academic Year 2020-2021**

North Idaho College (NIC), in partnership with school districts, high schools, outreach locations and other organizations offer a Dual Credit Program that provides opportunity for high school students to earn college credits while concurrently satisfying high school requirements for graduation. NIC supports the Idaho State Department of Education Advanced Opportunities and will work with agencies on successful implementation.

High School Instructors as NIC Dual Credit Instructors

High school instructors hired to teach NIC courses will be NIC Dual Credit High School Instructors. NIC will assign a faculty member as a NIC Dual Credit Mentor to work with each dual credit high school instructor.

NIC reserves the right to terminate a high school dual credit instructor at any time based on NIC's sole discretion. This termination relates to the high school instructor's ability to teach a NIC course and has no bearing or relationship on the high school instructor's employment with the school district they are employed. The termination decision of a dual credit high school instructor may be based upon the recommendation of the NIC dual credit mentor working with the dual credit high school instructor, the recommendation of the division chair, as well as approval by the appropriate dean and the Vice President for Instruction. If a dual credit instructor's termination is necessary during the semester, NIC will provide alternate instruction as needed for students to complete the course.

Compensation

NIC's compensation program is based upon student enrollment in the assigned NIC course. NIC's compensation model is aligned with the tuition generated by dual credit students at the rate of \$75.00 per credit.

Direct High School/District Compensation –

School districts will be compensated at the rate of \$20 per student, per credit based on a NIC dual credit high school instructor's teaching assignment credit load that occurs within their contractual high school assigned day.

Direct compensation to Dual Credit High School Instructors –

Dual credit high school instructors, teaching outside their regular contracted high school assignment, will receive direct compensation from NIC at the adjunct rate per NIC's policy at \$850 per credit. The dual credit high school instructor will be given a NIC adjunct contract. A dual credit high school instructor's preparation period is considered to be part of their contractual high school day and is not

paid at the adjunct rate. A NIC dual credit course must have a minimum of 18 registered NIC students to avoid cancellation.

Resignation of an Instructor –

If NIC must hire an instructor due to a resignation or extended absence (more than one (1) week) of a dual credit high school instructor prior to the end of the semester, the payment to the instructor or school district will be based on the exact number of days taught and NIC will determine with the high school administration how to provide instruction for the course due to the resignation or extended absence.

Payments to School Districts to Support NIC Dual Credit

The parties acknowledge and agree that payments to the school districts for dual credit high school instructors who teach during their regular teaching assignment will be used to support dual credit in the high school. This support may take multiple approaches and may include but not be limited to: student books, materials, supplies, equipment for dual credit courses/classrooms and/or tuition support on behalf of students who may have financial need but are not eligible for aid from other sources. Districts may also wish to use the payments to provide additional compensation to dual credit high school instructors and/or tuition reimbursement for instructors.

Districts are asked to provide a report to NIC by June 30 of each year on their use of the payments to the districts and how they directly benefitted the NIC dual credit program and students in your high schools in order for NIC to meet state reporting requirements.

Reports can be emailed to dualcredit@nic.edu or US mail to:

North Idaho College
1000 W Garden Avenue, LKH 126
Coeur d'Alene, ID 83814

AGREEMENT FOR NORTH IDAHO COLLEGE:

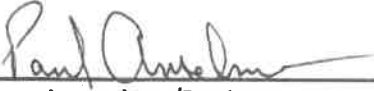
 6/29/2020

Dr. Lita Burns, Vice President for Instruction Date

 6/23/2020

Lloyd Duman, Interim Director for Dual Credit Date

AGREEMENT FOR DISTRICT:

 WBCSD #83 7-8-20

Superintendent/Designee School District Date

Cc: High School Principal
NIC Vice President of Finance



Government Product Lease Agreement
with Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
9740	1st Class Office Solutions	(609) 468-7575	06/03/2020

Section (B) Billing Information

Company Name	WEST BONNER COUNTY SCHOOL DISTRICT		
DBA			
Billing Address	134 MAIN ST		
City State Zip+4	PRIEST RIVER	ID	83856
Contact Name	JENNIFER ANSELMO	Phone	(208) 448-4439
Contact Title	BUSINESS MANAGER	Fax	
Email Address	jenniferanselmo@sd83.org	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	WEST BONNER COUNTY SCHOOL DISTRICT		
Installation Address	134 MAIN ST		
City State Zip+4	PRIEST RIVER	ID	83856
Contact Name	YVONNE CARY	Phone	(208) 448-4439
Contact Title	ACCOUNTS PAYABLE	Fax	
Email Address	yvonnecary@sd83.org		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3-P5	IX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Schedule

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt Certificate attached	Number of Months	Monthly Payment (Plus applicable taxes)
	First 60	\$56.44
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually		
Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears		
	Current Lease Number: N13031382	
	<input type="checkbox"/> ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model	IX3AI	Machine Model	IX3-P5
Postage Funding Method:		Postage Funding Account:	
<input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check		<input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS	
<input checked="" type="checkbox"/> ACH Debit (Submit customer authorization form)		<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	
<input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Existing Account Number:	
Agency Code		Sub Agency Code	5665920

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input type="checkbox"/> NeoShip Install & User Guide (EP70G100E6)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here AA

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V1-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V1-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

***** SEE PURCHASE ORDER *****
Authorized Signature

Jennifer Anselmo
Print Name and Title

Business Manager
6-23-20
Date Accepted

Accepted by Quadient Inc. and its Affiliates

Date Accepted

Customer

Organization	WEST BONNER COUNTY SCHOOL DISTRICT		
DBA			
Address	134 MAIN ST		
City State Zip	PRIEST RIVER	ID	83856
Phone	(208) 448-4439	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSP016-169901

and / or

State Participating Addendum (PA) #:

PADD18200408 (ID)

Vendor

Company Name	Mail Finance, Inc.	FEDERAL ID#	94-2984524
Attention	Government Sales	DUNS#	150836872
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	WEST BONNER COUNTY SCHOOL DISTRICT		
Attention	YVONNE CARY		
Address	134 MAIN ST		
City State Zip	PRIEST RIVER	ID	83856
Phone	(208) 448-4439	Email	yvonnecary@sd83.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
80	Months	Lease Payment	\$56.44	\$3,386.40	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX3-P5	IX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
Mail Finance Inc.
Dept 9882
PO Box 123682
Dallas TX 75312-3682
- Send all correspondence to:
Mail Finance Inc.
478 Wheelers Farms Rd
Milford CT 06461

Jennifer Angelino
Authorized by

6.23.20
Date

Jennifer Angelino, Business Manager
Print Name Title

IDAHO

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Mailing Equipment (Neopost)
Contract Number: PADD18200408
Contract Value: 200,000 USD
Purchase Order Date: 5/12/2020
Submitted By: Joseph Nelson
Contract Term: 5/15/20-5/14/21

Supplier

Neopost
478 Wheelers Farms Rd.
Milford
CT, 06461
Phone: +1-281-216-4596
Email: l.waters@quadiant.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

Bill to Ordering Agency

Ship To Address

Ship to Ordering Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Mailing Equipment, awarded pursuant to State of Arizona Master Agreement ADSP016-00006328, issued as a cooperative contract in conjunction with NASPO

IDAHO

ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Larry Waters

Phone: +1 281-216-4596

E-mail: l.waters@quadient.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. ~~DO NOT INVOICE DOP unless DOP is the~~ Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Arizona's original sourcing event, ADSP016-00006328
3. The Contractor's signed Proposal

Signature: Joseph Nelson

Signed By: Joseph Nelson
Digitally signed by Joseph Nelson
Date: 2020.06.02 14:48:52
+0800



SAAS CONTRACT

This School Data Solutions SaaS Contract ("Agreement") is made and entered into this date July 31, 2020 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, 2020 through July 31, 2023 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 SchoolData.net Homeroom for Educators:

- From August 1, 2020 through July 31, 2021 payment of \$4.13 per student* is due August 1, 2020.
- From August 1, 2021 through July 31, 2022 payment of \$4.13 per student* is due August 1, 2021.
- From August 1, 2022 through July 31, 2023 payment of \$4.13 per student* is due August 1, 2022.

*Fee based on student enrollment for the previous school year. Price listed includes a 25% multi-year contract discount.

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 one year, 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 two years, 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. No part of any pre-paid subscription or service will be refunded. 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 26A.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 9A.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: _____

By: JENNIFER ATSELMO

Title: BUSINESS MANAGER

Date: 8.17.2020

SCHOOL DATA SOLUTIONS

Signature: _____

By: Joseph S. Tansy

Title: President

Date: July 31, 2020

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

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

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

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

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on the 1st day of July, 2020, and remain into effect until the 30th day of June, 2021, unless terminated earlier. This Contractual Agreement is contingent upon the availability of funds of the District, the service needs of the District, and the ability of the District to provide its own services. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

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

SERVICES TO BE RENDERED

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

RECORD KEEPING

The Agency shall be responsible for maintaining complete and accurate records, as required by Medicaid, CBRS and HI program rules, documenting the professional services provided pursuant to this

Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at the Agency's office.

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

The Agency acknowledges its obligation to comply with Idaho Code Section 16-1601, et seq. and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. The Agency also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

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

COORDINATION OF SERVICES

To facilitate delivery of services, the District will provide: 1) reasonable and prompt notification of meetings and other appointments in which the Agency is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the student and the parent/guardian; and 4) reasonable assistance in facilitating communication between the Agency and students, parents/guardian, and other providers and agencies involved in the education of the student.

PRIOR APPROVAL OF SERVICES

All services provided by the Agency under the terms of this Contractual Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

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

PROFESSIONAL SERVICES

The services provided pursuant to this Contractual Agreement will be provided by individuals who are duly licensed or otherwise qualified to perform the services or are supervised by a licensed provider in accordance with applicable professional standards. The Agency agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the students. The Agency shall expect reimbursement only for services rendered which are compliant with all Medicaid regulations and which are 100% Medicaid reimbursable.

INSURANCE AND LIABILITY

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

ASSIGNMENT

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

AMENDMENT

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

DOCUMENTS TO BE PROVIDED

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

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

TERMINATION

This Contractual Agreement may be terminated without cause by either party within twenty-four hours after providing written notice of the intent to terminate to the other party. Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

COMPENSATION AND BILLING

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

The Agency will submit, at the end of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit for appropriate Medicaid billing. Payment to the Agency will be received within six (6) weeks of receipt of the bill.


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

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

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

COMPLETE STATE OF TERMS

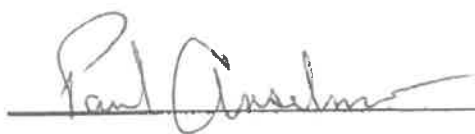
This Contractual Agreement constitutes the entire agreement between the District and Agency, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Contractual Agreement may not be released, discharged, or modified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


Sandpoint Psychotherapy, Program Manager

10/9/2020
Date


Kim Shaner, Special Services Director, WBCSD

10/12/20
Date


Paul Anselmo, Superintendent, WBCSD

10-12-20
Date

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name WEST BONNER COUNTY SCHOOL DISTRICT 83	Phone Number		
	DBA Name (if any)	Purchase Order Requisition Number		
	Billing Address 134 MAIN ST	City PRIEST RIVER	State ID	Zip 83856

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION
	Equipment Location (If not same as above)	City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 60	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other
		End of Lease Option: \$1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 255(c)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected
---------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	Lessor Signature	Date
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	Print Name	
	Signature <i>Jennifer Anselmo</i>	Title	
	Date <i>9.24.19</i>	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	TITLE Business Manager	Lease Number PUB 18881	
Signature <i>Jennifer Anselmo</i>	Lease Date October 1 , 2019		
Legal Name of Corporation WEST BONNER COUNTY SCHOOL DISTRICT 83	Vendor I.D. Number L0111		
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)			

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to have the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: WEST BONNER COUNTY SCHOOL DISTRICT 83

LEASE NUMBER: PUB 18881

LEASE DATE: October 1, 20 19

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0.00	0.00	43,615.98	-
1	827.09	189.00	638.09	42,977.89	44,267.23
2	827.09	186.24	640.85	42,337.04	43,607.15
3	827.09	183.46	643.63	41,693.41	42,944.21
4	827.09	180.67	646.42	41,046.99	42,278.40
5	827.09	177.87	649.22	40,397.77	41,609.70
6	827.09	175.06	652.03	39,745.74	40,938.11
7	827.09	172.23	654.86	39,090.88	40,263.61
8	827.09	169.39	657.70	38,433.18	39,586.18
9	827.09	166.54	660.55	37,772.63	38,905.81
10	827.09	163.68	663.41	37,109.22	38,222.50
11	827.09	160.81	666.28	36,442.94	37,536.23
12	827.09	157.92	669.17	35,773.77	36,846.98
13	827.09	155.02	672.07	35,101.70	36,154.75
14	827.09	152.11	674.98	34,426.72	35,459.52
15	827.09	149.18	677.91	33,748.81	34,761.27
16	827.09	146.25	680.84	33,067.97	34,060.01
17	827.09	143.29	683.80	32,384.17	33,355.70
18	827.09	140.33	686.76	31,697.41	32,648.33
19	827.09	137.36	689.73	31,007.68	31,937.91
20	827.09	134.37	692.72	30,314.96	31,224.41
21	827.09	131.37	695.72	29,619.24	30,507.82
22	827.09	128.35	698.74	28,920.50	29,788.12
23	827.09	125.32	701.77	28,218.73	29,065.29
24	827.09	122.28	704.81	27,513.92	28,339.34
25	827.09	119.23	707.86	26,806.06	27,610.24
26	827.09	116.16	710.93	26,095.13	26,877.98
27	827.09	113.08	714.01	25,381.12	26,142.55
28	827.09	109.99	717.10	24,664.02	25,403.94
29	827.09	106.88	720.21	23,943.81	24,662.12
30	827.09	103.76	723.33	23,220.48	23,917.09

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: Jennifer Ancelmo

Date: 9.24.19

Print Name: Jennifer Ancelmo

Title: Business Manager

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC
 LESSEE: WEST BONNER COUNTY SCHOOL DISTRICT 83
 LEASE NUMBER: PUB 18881
 LEASE DATE: October 1, 20 19

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
31	827.09	100.62	726.47	22,494.01	23,168.83
32	827.09	97.47	729.62	21,764.39	22,417.32
33	827.09	94.31	732.78	21,031.61	21,662.56
34	827.09	91.14	735.95	20,295.66	20,904.53
35	827.09	87.95	739.14	19,556.52	20,143.22
36	827.09	84.75	742.34	18,814.18	19,378.61
37	827.09	81.53	745.56	18,068.62	18,610.68
38	827.09	78.30	748.79	17,319.83	17,839.42
39	827.09	75.05	752.04	16,567.79	17,064.82
40	827.09	71.79	755.30	15,812.49	16,286.86
41	827.09	68.52	758.57	15,053.92	15,505.54
42	827.09	65.23	761.86	14,292.06	14,720.82
43	827.09	61.93	765.16	13,526.90	13,932.71
44	827.09	58.62	768.47	12,758.43	13,141.18
45	827.09	55.29	771.80	11,986.63	12,346.23
46	827.09	51.94	775.15	11,211.48	11,547.82
47	827.09	48.58	778.51	10,432.97	10,745.96
48	827.09	45.21	781.88	9,651.09	9,940.62
49	827.09	41.82	785.27	8,865.82	9,131.79
50	827.09	38.42	788.67	8,077.15	8,319.46
51	827.09	35.00	792.09	7,285.06	7,503.61
52	827.09	31.57	795.52	6,489.54	6,684.23
53	827.09	28.12	798.97	5,690.57	5,861.29
54	827.09	24.66	802.43	4,888.14	5,034.78
55	827.09	21.18	805.91	4,082.23	4,204.70
56	827.09	17.69	809.40	3,272.83	3,371.01
57	827.09	14.18	812.91	2,459.92	2,533.72
58	827.09	10.66	816.43	1,643.49	1,692.79
59	827.09	7.12	819.97	823.52	848.23
60	827.09	3.57	823.52	0.00	-
Grand Totals	49,625.40	6,009.42	43,615.98		-

Lessee Signature: Jennifer Anselmo Date: 9.24.19
 Print Name: Jennifer Anselmo Title: Business Manager

ATTACHMENT 2**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: WEST BONNER COUNTY SCHOOL DISTRICT 83LEASE NUMBER: PUB 18881LEASE DATE: October 1, 20 19

Quantity	Description/Serial No./Model No.	Location
1	KONICA MINOLTA 458E WITH ATTACHMENTS	
1	KONICA MINOLTA 558E WITH ATTACHMENTS	
4	KONICA MINOLTA 658E WITH ATTACHMENTS	
2	KONICA MINOLTA 808 WITH ATTACHMENTS	

LESSEE Signature: Jennifer Anselmo
Print Name: Jennifer AnselmoDate: 9.24.19
Title: Business Manager

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► **Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I	Reporting Authority
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Check box if Amended Return ☐

1	Issuer's name	2	Issuer's employer identification number (EIN)
3	Number and street (or P.O. box if mail is not delivered to street address)		Room/suite
4	City, town, or post office, state, and ZIP code	5	Report number (For IRS Use Only)
6	Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7	Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return.

8a	Issue price of obligation(s) (see instructions)	
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9	Amount of the reported obligation(s) on line 8a that is:	
a	For leases for vehicles	
b	For leases for office equipment	
c	For leases for real property	
d	For leases for other (see instructions)	
e	For bank loans for vehicles	
f	For bank loans for office equipment	
g	For bank loans for real property	
h	For bank loans for other (see instructions)	
i	Used to refund prior issue(s)	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	
k	Other	
10	If the issuer has designated any issue under section 265(b)(3)(B)(iii) (small issuer exception), check this box ▶	<input type="checkbox"/>
11	If the issuer has elected to pay a penalty in lieu of a arbitrage rebate, check this box (see instructions) ▶	<input type="checkbox"/>
12	Vendor's or bank's name:	
13	Vendor's or bank's employer identification number:	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature of issuer's authorized representative _____ Date _____

SAMPLE DOCUMENT

Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN ▶			
Firm's address	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future development affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple

issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(II).

Line 11. Check this box if the issuer is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 CB 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W-CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: West Bonner County SD #83

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDelivery@PAYEREXPRESS.COM**

Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: 134 Main Street
Priest River, ID 83856

Attention: Yvonne Cam

Telephone Number: 208.448.4439

FEDERAL ID#: 82-0508740

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# 3412

☒ YES ☐ NO

Is a new purchase order required for each new fiscal period?

☒ YES ☐ NO

If yes, provide month/year PO expires

6/30/2020

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.

☒ YES ☐ NO

Do you require any special information to establish a vendor number for _____?

☐ YES ☒ NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: Yvonne Cam

Title: Payroll / Accounts Payable

Contact Address: 134 Main Street Priest River, ID 83856

Contact Telephone Number: 208.448.4439

Email Address: yvonne.cam@sd83.org

If you have further questions, please consult your regular bond or legal counsel.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of October 1, 2019, between
De Lage Landen Public Finance LLC, as Lessor, and WEST BONNER COUNTY SCHOOL DISTRICT 83, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee	WEST BONNER COUNTY SCHOOL DISTRICT 83	
	Signature	<i>Jennifer Arcalmo</i>	Date <i>9-24-19</i>
	Print Name	Jennifer Arcalmo	
	Title	Business Manager	

07PFDOC055v1

CONTRACT FOR PERSONAL SERVICES BETWEEN

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

134 Main Street Priest River, ID 83856

EIN# 26-3987539

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

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

2. School District Responsibility. In consideration of satisfactory performance of the responsibilities set forth herein, WBC School District shall compensate INT for services provided by a licensed & Certified Occupational therapist or licensed Assistant at an hourly rate of **\$68.00** an hour, it shall compensate for a licensed and ESA certified Occupational Therapist at an hourly rate of **\$70.00**. Services shall be provided by the Occupational therapist (2) days per week. Physical Therapy services will be charged at an hourly rate of **\$80.00** an hour and mileage shall be paid for therapist travel from Spokane. If additional services are needed, this will be directed by Kim Shaner, Special Education Director. Mileage shall be paid for inter-district travel.

3. Inland Northwest Therapy

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

4. Hold Harmless

Inland Northwest Therapy shall defend, indemnify, and hold harmless WBC SD for any claims, causes, action, or liability resulting from the negligence or other acts of

INT or its employees arising from or relating to the performance of services under this agreement.

5. TERMINATION.

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

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

Superintendent:



DATE: 10-16-20

INLAND NORTHWEST THERAPY

Bonnie Knight/Owner DATE____Bonnie Knight, September 14, 2020 electronically signed.