

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into between Emmett School District No. 221 (hereinafter referred to as "ESD") and Payette River Technical Academy, Inc. (hereinafter referred to as "PRTA").

Whereas, PRTA is an Idaho Charter School, whose charter has been granted by the ESD; and

Whereas, PRTA, as an Idaho Charter School, receives funding from the Idaho State Department of Education (SDE) for its programming; and

Whereas, PRTA, as an Idaho Charter School, is responsible to provide a complete education to its students, including, but not limited to, special education services, Section 504 services, gifted and talented services, English language learner services, physical education, guidance and counseling services, etc.; and

Whereas, PRTA provides the professional technical courses to those ESD students wishing to take such classes; and

Whereas, PRTA wishes to enter into an agreement with ESD for the provision of certain professional services; and

Whereas, ESD agrees to enter into an agreement with PRTA to provide certain professional services.

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the 1 day of July, 2014, and remain in effect until the 30 day of June 2019. This Agreement is contingent upon the availability of funds to PRTA. This Agreement shall not exceed twelve (12) calendar months. At the discretion of ESD, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, ESD, a political subdivision, and PRTA, a nonprofit corporation, shall remain separate and distinct entities.

SERVICES TO BE RENDERED

ESD shall render the professional services enumerated on Attachments A, B, C, D, attached hereto and made a part of this Agreement as if set forth fully herein.

RECORD KEEPING

ESD shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to PRTA within ten (10) working days of the date requested. Additionally, upon reasonable

notice PTRAs shall have the right to review such records at any time during business hours at ESD's office.

CONFIDENTIALITY

Both parties to this Agreement agree that all information regarding services provided pursuant to this Agreement, including, but not limited to, any student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA).

SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in Attachments A, B, C, D during the 2014-15 school year during regular school hours unless the parties mutually agree to a modification of the time of the professional services delivery.

COORDINATION OF SERVICES

To facilitate the delivery of services, both parties to this Agreement will provide: (1) reasonable and prompt notification of meetings and other appointments in which a representative of the other party is expected to participate; (2) signed parent/guardian consent forms, as necessary; (3) identifying information regarding the student and the parent/guardian; and (4) reasonable assistance in facilitating communication between the two parties to this Agreement, between parents/guardians, and between other providers and agencies.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION

Both parties to this Agreement shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding any student, unless an exception applies, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations. For the purposes of FERPA, school officials with legitimate educational interests shall include both District and PTRAs administrators, supervisors, teachers, support staff members (including health or medical staff and law enforcement unit personnel), board members, volunteers, contractors, or a student, parent or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

COMPENSATION/BILLING

PRTA shall compensate ESD for the professional services identified in Attachments A, B, C, D, at the rates set forth therein. The services and rates identified in the Attachments may be amended at any time in writing by mutual agreement by the parties to this Agreement.

PRTA shall reimburse ESD for all salary and benefits for PRTA employees, and any other expenses paid on behalf PRTA by ESD.

ESD will submit a monthly statement of professional services rendered to PTRAs for payment,

which shall be approved at its next regularly scheduled meeting.

PROFESSIONAL SERVICES

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

BACKGROUND CHECKS

All employees of both parties to this Agreement who come into contact with students shall have been subject to a criminal background check as that required by Idaho Code Section 33-130 and policies of ESD, and will have been determined to not have a criminal background inconsistent with working with children.

INSURANCE AND LIABILITY

Both parties to this Agreement shall indemnify and hold harmless the other party from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from the performance of the services provided under this Agreement. Both parties shall maintain insurance as required by law.

ASSIGNMENT

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

SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

AMENDMENT

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

TERMINATION

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

Additionally, either party to this Agreement may immediately terminate this Agreement, upon written notice, in the event that funding for either PTRAs program or ESD's program is no longer available.

DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE

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

NON-WAIVER BREACH

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

NON-DISCRIMINATION

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

GOVERNANCE

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

ATTORNEY FEES

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

SEVERABILITY

Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

CONSTRUCTION

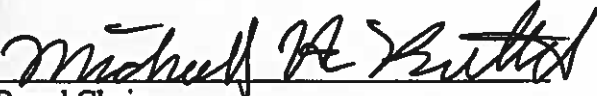
This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting.

COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications

between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9 day of October, 2014



Board Chair
Emmett School District #221



Board Chair
Payette River Technical Academy, Inc.

ATTACHMENT A

Administrative Services

The District agrees to provide administrative services consisting of financial accounting, payroll, and personnel services to PRTA. The list of services may not be all-inclusive and other services may be added as part of this agreement. Cost for services will be renegotiated each year. PRTA will reimburse for actual costs on a monthly basis. PRTA shall follow all District policies and procedures in relation to accounting except where noted in PRTA policy.

Financial Accounting Services

Payroll Services

- ESD will provide payroll services that are consistent with the policies and accounting practices of the Emmett School District.
- PRTA agrees to reimburse for all payroll expenses each month.
- All payroll files will be kept at the ESD offices including payroll documentation.
- All personnel files, applications, contracts, evaluations and transcripts will be kept at the ESD offices
- ESD will enter all payroll and personnel changes and corrections, print all checks, file all tax reports, keep W2 reports, fill out benefit packages and complete staff fingerprinting
- PRTA will contract with ESD for substitute teachers
- PRTA will reimburse ESD for cost of substitute teachers

Personnel services

- Job openings will be posted on both the ESD and PRTA websites
- ESD will screen the applicants and maintain an application file. Completed files will be given to the PRTA principal
- All PRTA applicants must complete a specific PRTA application
- PRTA may access ESD manifests for recruiting
- PRTA will not have access to ESD personnel files
- ESD will maintain files of transcripts on PRTA applicants and employees
- ESD will print contracts for PRTA staff members identifying them as employees of PRTA
- Certified employees that are under contract with ESD for the 2013 – 2014 contract year and have more than 90 accrued sick leave days, will remain under contract with Emmett School District while working for PRTA.
- In the event a certificated employee works part-time for PRTA and part-time for ESD, the employee shall receive two separate contracts.

- **PRTA is responsible for complying with State Board Rules and State and Federal laws related to personnel. This includes, but is not limited to hiring, supervision, evaluations, discipline, and dismissal.**

Records and reports

- **ESD will perform the tasks for State Reporting through ISEE which includes all personnel records, accounting records, staff assignments, class loads, certifications, evaluations, student records, and all other reports as required by the State Department of Education.**
- **All PRTA accounting, payroll, and personnel records and reports will be kept separate from those of the ESD.**

COST FOR SERVICES:

- **PRTA will Reimburse 100% of all funds expended by ESD on their behalf for costs associated with payroll, taxes, insurance, fees, or any other expenses accrued by ESD on behalf of PRTA.**
- **Cost for services will be included in the shared ADA revenue formula based on the February 15th ADA enrollment plus the following item(s):**
- **ISEE Reporting – Share 85% of the time for ISEE / Testing Coordinator; 40% / 60% Split
PRTA / ESD**
\$ 17,500

ATTACHMENT B

Special education Services

- ESD, through the IEP process, will determine the eligibility of a pupil to receive services as provided by this Agreement.
- The services to be provided under this Agreement are generally categorized as special education services.
- The parties hereto agree to cooperate with the other party and upon proper parental authorization, exchange information, including but not limited to, program plans, IEP's diagnostic information, reports, parental and staff input (such as goals/expectations) and written reports.
- If changes in services are requested by either party, the members of the IEP team will meet to review the requested changes and will either approve or not approve of such changes. Both parties agree to use their best efforts to request any such change or changes be timely and to give reasonable notification to the other party.
- ESD agrees that all personnel of ESD, including employees, consultants, and other authorized persons, will comply with the policies, procedures, and the administrative rules of PRTA, and that all such personnel will be appropriately trained, licensed if required, and have completed a criminal background investigation as required by Idaho law. Further, such personnel agree to be bound by the laws of the State of Idaho with regard to the education of children in public schools.
- Any conflict(s) that may arise under this shall attempt to be resolved as follows:
 - The ESD staff and PRTA staff will use their collective best efforts to resolve the conflict;
 - If no resolution is made, the Special Services Director of ESD, Superintendent of ESD, and Administrator of PRTA will meet to resolve the issue.
- PRTA will immediately notify ESD in the event a formal complaint or due process hearing request is filed by or on behalf of a PRTA student.
- PRTA is responsible and shall incur any costs required in resolving a formal complaint or due process hearing resulting from the actions or inactions of any PRTA staff member.

COST FOR SERVICES:

- Special Education Services \$ 24,000
 - Cost for services is based on PRTA sharing the cost with ESD for the special education students they serve. PRTA will pay 25% of the average per student cost (general fund budgets) for special education students. Example: 170 FTE students x 11% special education students at the High School = 18.7 FTE students served by PRTA. Average per student general fund district cost is \$5,495 x 18.7 students = \$102,756 x 25% = \$25,689.

- **This is a yearly amount for services. If special education services substantially increase due to the needs of a student or students as outlined in their IEP, additional fees will be charged to cover the additional services.**

ATTACHMENT C

Student Services

- PRTA and the Emmett High School have developed a student handbook which all students attending either Emmett High School or Payette River Technical Academy shall follow.
- ESD Principals and Administrators will provide student services for attendance, tardies and discipline for PRTA students
- ESD will provide for student services in attendance monitoring, contacting parents, managing attendance procedures, and attendance appeals.
- Student counselors employed by ESD will assume responsibility to counsel PRTA students in the same manner and purpose as any other ESD student.
- PRTA is responsible and shall incur any costs required in resolving a formal complaint or due process hearing.
- ESD will provide and maintain a student information management system for PRTA to use with dual enrolled students.
- ESD will provide grade and progress reporting to students and parents for PRTA students.
- ISEE Reporting to the State Department of Education.
- PRTA will provide support staff whenever possible for parent services such as registration, parent conferences, and any other functions agreed upon by PRTA and the ESD.

COST FOR SERVICES:

- Cost for services will be included in the shared ADA revenue formula based on the February 15th ADA enrollment plus the following item(s):
- Stipend for Athletic Trainer at 25% 2,000
- Attendance services \$20,000
- Total Student Services \$22,000

ATTACHMENT D

Facility Use

- ESD agrees to provide classroom facilities to PRTA for Professional Technical Education (PTE) programs for students of Gem County. In exchange for these facilities PRTA agrees to provide PTE programs to Emmett High School and Black Canyon High School Students.
- The number and type of facilities will be agreed to by both parties based on the agreed upon PTE courses offered.
- PRTA agrees to provide for all maintenance and improvements to the facilities and classrooms used by PRTA.
- ESD will provide utilities.
- ESD will provide janitorial and lawn care services as provided at Emmett High School.

COST FOR SERVICES:

- Cost for services will be included in the shared ADA revenue formula based on the February 15th ADA enrollment plus the following item(s):
- Rental of facilities \$ 1
- Utilities \$ 18,500

Attachment E

Transportation, Food Services, and other services

- **PRTA students may ride ESD school buses on regular routes to and from school at no charge.**
- **PRTA agrees to pay State rates for transportation of students between buildings during the school day and to PRTA events and conferences.**
- **PRTA students may participate in food services offered by ESD.**

Summary of Cost of Services

- Cost for services will be included in the shared ADA revenue formula based on the February 15th ADA enrollment plus the following item(s): Estimate \$115,147
- Total Administrative Services \$ 17,500
- Special Education Services \$ 24,000
- Total Student Services \$ 22,000
- Total Facility \$ 18,501
- Total Estimated Cost of Services \$ 197,148