



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-234298-1
Date: 5/8/2023
Expires On: 6/7/2023

Customer Contact Information
Vickie Mccullough
Idaho Connects Online School
2089942855
vickie.mccullough@iconschool.org

Amplify Contact Information
Kristen Rockstroh
Inside Sales Representative
krockstroh@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Desmos Math Student License - G6-8, Alg1 - 1yr (2023-2024)	100.00	\$15.00	\$0.00	\$1,500.00
TOTAL			\$0.00	\$1,500.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00	\$0.00

TOTAL DISCOUNT
GRAND TOTAL

\$0.00
\$1,500.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during

the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer

prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and

cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

SERVICE PROVIDER AGREEMENT

This Agreement is entered into between Idaho Connects Online (hereinafter "ICON") and Chelsea D'Addabbo (hereinafter "Provider"). Whereas, ICON provides special education and related services to assist students attending school at ICON in their educational development, as identified on the students' Individualized Education Program (IEP) or 504 Plan; and Whereas, the Provider is duly licensed or qualified and able to provide related services to ICON's students;

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

1. TERMS OF AGREEMENT

a. This Agreement will commence on the 05 September 2023 and will remain in effect until the 31 May 2024. In no instance shall this Agreement exceed twelve (12) calendar months. At the discretion of ICON, this Agreement may be renewed annually.

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

2. RELATIONSHIP OF THE PARTIES

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

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

3. SERVICES TO BE RENDERED

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

4. RECORD KEEPING

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

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

5. CONFIDENTIALITY

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

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

A. AUTHORIZATION FOR EXCHANGE OF INFORMATION

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

6. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

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

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

7. SERVICE DELIVERY: TIME AND PLACE

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

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

8. COORDINATION OF SERVICES

To facilitate delivery of services, ICON will provide:

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

9. PRE-AUTHORIZATION OF SERVICES

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

10. COMPENSATION AND BILLING

ICON shall compensate Provider for the direct services identified in Exhibit A at the rate of per hour for services, in an amount not to exceed \$75 .00 per hour for services for the term of the Agreement. There will be a billing rate of \$35.00 for those students that do not show for their designated services.

Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by ICON's designee.

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

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

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

11. PROFESSIONAL SERVICE

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

- a. The individuals providing services pursuant to this Agreement shall maintain appropriate licensure/certification or other such status which entitles a provider to provide services that are the subject of this Agreement. Should the Provider have any negative action taken against such license, certification or other such authorizing status, including but not necessarily limited to suspension or revocation, such negative action must immediately be reported to ICON. Negative action taken against the Provider's license, certification or other such authorizing status shall serve as grounds for immediate termination of this Agreement.

ICON shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by ICON for any time period for which the Provider was legally prohibited from practice, whether by suspended or revoked certification license or for any other

lawful reason. Further, ICON shall have the right to see return, and take legal action to obtain return, of any and all fees charged and paid to Provider by ICON for any services provided by Provider which are not specified by the IEA and/or any other service not pre-approved by ICON delegate.

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

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

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

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

12. INSURANCE AND LIABILITY

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

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

a. WORKMAN'S COMPENSATION

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

13. ASSIGNMENT

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

14. AMENDMENT

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

15. TERMINATION

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

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

16. DEFAULT

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

17. TIME OF PERFORMANCE

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

18. NON-WAIVER BREACH

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

19. NON-DISCRIMINATION

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

20. GOVERNANCE

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

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

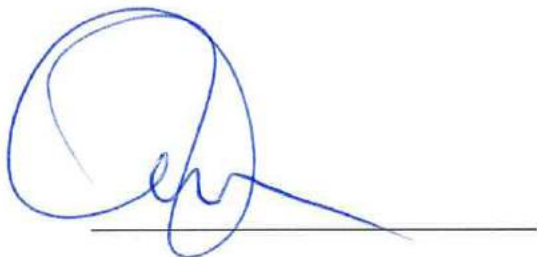
21. ATTORNEY FEES

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

22. COMPLETE STATEMENT OF TERMS

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

IN WITNESS WHEREOF, The parties have executed this Agreement on this 8 day of September 2023.



A handwritten signature in blue ink, consisting of a large, stylized initial 'C' followed by a surname, written over a horizontal line.

Chelsea
D'Addabbo

Digitally signed by Chelsea
D'Addabbo
Date: 2023.09.08 13:24:00 -06'00'

Provider

Chelsea D'Addabbo, MS CCC-SLP

ICON

Idaho Connects Online School
5680 Franklin Road
Suite 200 Nampa Idaho
83687
Billing Address: PO
Box 125 Star Idaho
83669

EXHIBIT A

This contract constitutes an agreement made between ICON and the Provider shown below, for the purposes of providing one or more of the following services:



Speech-Language Pathology evaluation and/or therapy



Teacher providing SPEECH instruction, sitting in on IEP meetings, and doing paperwork to meet state compliance requirements.



Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Price Quote for Services
 IDAHO VIRTUAL EDUCATION PARTNERS
 Nampa ID
 Account Number 972120
 Quote Number 177051
 Total \$74,650.00
 Date 8/1/2021

Payment Schedule

Contract Start **Contract End**
 8/1/2021 7/31/2022

Site	Description	Comment	End Date	Qty
	Odysseyware ClassPace Site License		07/31/2022	1
	Odysseyware K-12 Comprehensive Concurrent User and virtual professional development training		07/31/2022	175
1. IDAHO VIRTUAL EDUCATION PARTNERS				
			Subtotal	\$74,650.00
			Total	\$74,650.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

IDAHO VIRTUAL EDUCATION PARTNERS

Signature:

Print Name:

Title:

Date:

Vicki McLaughlin
 Vicki McLaughlin
 Head of School
 5-20-21

Edgenuity Inc. Representative

Anya Dalkin
 anya.dalkin@edgenuity.com
 (206)949-6173

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.



Idaho School Benefit Trust

April 14, 2023

Dear School Administrator:

The Idaho School Benefit Trust worked closely with advisors and regulators on the 2023 renewal. We are pleased to provide the highest quality of Medical, Dental and Vision benefits for Idaho school employees and their dependents.

Rate changes effective September 1, 2023:

- 6.9% increase Medical Self-funded Rates
- 3.73% increase Dental Blue Connect Rates
- 0% Dental Self-funded Rates
- 0% Vision Self-funded Rates
- 0% Employee Assistance Program

In keeping with healthcare reform guidelines, you will be provided with a Summary of Benefits Coverage (SBC) and glossary for you to distribute prior to the start of the new plan year. The SBC will be available on the Blue Cross of Idaho Employer Portal.

To renew your plan, please sign and return the Rate Sheet and the Participation Agreement to your Blue Cross of Idaho representative. If your district is considering changes, your Blue Cross of Idaho representative will assist you with benefit options and costs. **All renewal paperwork is due by July 3.**

We appreciate and value your participation in the Idaho School Benefit Trust.

Sincerely,

Debbie Hainke
Benefits Manager
Idaho School Benefit Trust

Idaho School Benefit Trust
(208) 996-4701 dhainke@Idsdc.org



Underwriting Quote Conditions

- * Unless stated otherwise, this proposal assumes the current plan of benefits remains in place.
- * For dual/multiple plan offerings, each plan must have at least 5% of the total group enrollment.
- * Rates are effective from 09/01/2023 through 08/31/2024. This offer must be accepted at least 15 days prior to the effective
- * Rates are based on the assumption of participation of at least 75% of all eligible employees.
- * Dependent eligibility must flow through the enrolled subscriber.
- * The attached rates assume common eligibility between all lines of coverage.
- * Rates assume at least 50% employer contribution for employees.
- * We are not issuing a renewal rate guarantee.
- * No member is allowed to opt off coverage in lieu of compensation.
- * The broker/agent, if applicable, is acting as the representative of the group/employer.

Idaho School Benefit Trust reserves the right to adjust the quoted rates if:

- * The actual number of enrollees changes by more than 10% from the number of enrolled contracts noted above.
- * Deductibles, coinsurance and/or co-payments will be self-funded by the employer and this was not disclosed during the
- * New or revised State or Federal mandated benefits or fees/taxes become effective during the group's contract period.
- * New or revised reports are to be received by the group/broker.
- * Changes to the benefit plan(s) are requested by the group and agreed to by Blue Cross of Idaho.
- * Changes are made to the employer contribution, employee eligibility, or probationary period.
- * Enrollee participation falls below 75%.
- * Any of the conditions listed above need to be changed.

~ Important Summary of Benefits and Coverage Information ~

To view and print a copy of the Summary of Benefits and Coverage (SBC) for your groups current coverage options and the uniform glossary, please log in to the employer portal of our website at bcidaho.com/employers.
If you need assistance registering on the Blue Cross of Idaho website, please contact your Account Representative.

If you have questions about the SBC, need language assistance or would like a paper copy free of charge, please refer to the Customer Service number on the back of your Blue Cross of Idaho ID cards or call 1-800-627-1188. You can also visit our website at bcidaho.com/SBC for more information.

The quote conditions along with the rate page(s) together comprise the entire quote.

**IDAHO SCHOOL BENEFIT TRUST
EMPLOYER PARTICIPATION AGREEMENT**

Plan Year: September 1, 2023 – August 31, 2024

This is a 12-Month Binding Contract

The Idaho School Benefit Trust (the "Trust") provides certain medical, dental, and vision benefits to active employees and pre-65 retirees of participating Employers. These medical, dental and vision benefits are not fully insured coverage. The Trust does not participate in the state guaranty association. Rather, the Trust funds the payment of claims through Employer and employee contributions up to a certain limit and then has an agreement for stop-loss coverage that pays for all claims that exceed that limit. The Idaho Department of Insurance requires the Trust to provide an annual audit and to have an independent accredited actuary provide annual certification of the funding amounts and the contributions.

1. Participating School District (the "Employer")

School District Name: Idaho Virtual Educator Partners dba ICON
Mailing Address: PO Box 125 Star City: _____ Zip: 83669
District Superintendent: Vickie McCallough #469
Email: vickie.mcCallough@icon.school.id Phone: 208 994 2855 Fax: _____

2. Benefit Programs Selected for the Upcoming Year. The Employer will offer the benefit options selected in the accompanying Trust Benefit Selection Agreement(s), which show the plan type, deductible, coinsurance, copayment, and rates selected by the Employer for the upcoming 12-month Plan Year. The Employer's superintendent or official designee must sign the Trust Benefit Selection Agreement(s).
3. Trust Contributions. The Employer understands and agrees that continued participation in the Trust and the continued coverage of employees and dependents is conditioned on the Employer making full and timely contributions to the Trust (or its designee) each month of the Plan Year. Failure to make full and timely contribution payments will result in claims payments being delayed and may result in termination of the Employer's participation in the Trust. In addition, the Trustees may terminate an Employer's participation in the Trust for a material failure to comply with the terms of this Agreement. Any early termination of the Employer's participation, either by the Trust or by the Employer, will be subject to the Delinquent Contribution Policy in Appendix A.
4. Additional Required Information. The Trust (or its designee) may request additional information from the Employer to satisfy certain compliance requirements. The Employer agrees to cooperate in a timely manner to provide such requested information.
5. Additional Terms & Conditions. By entering into this Agreement, you agree to abide by the additional terms and conditions in Appendix A, which is attached hereto. The Trust's delay in exercising or failure to exercise any right, power or privilege under this Agreement on any occasion shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
6. Broker Commissions and Disclosure. The Trust (or its designee) will honor an Employer's written request to pay compensation in the form of a commission to the Employer's broker. Such commissions will be included in the Employer's rates.
7. Acknowledgement. I have reviewed this Agreement, including the Trust Benefit Selection Agreement(s) and the Additional Terms & Conditions, which are incorporated herein and made part of this Agreement. On behalf of my District, I agree to the terms herein for the September 1, 2023, through August 31, 2024, Plan Year.

Signature of Employer Representative (as authorized by the Superintendent):

Signed: _____

Vickie McCallough

Date: _____

6/28/2023

APPENDIX A

IDAHO SCHOOL BENEFIT TRUST EMPLOYER PARTICIPATION AGREEMENT

Plan Year: September 1, 2023 – August 31, 2024

This Appendix is incorporated into and part of the Employer Participation Agreement. Defined terms (i.e., capitalized terms such as Trust, and Employer) in this Appendix have the same meanings as in the Employer Participation Agreement.

Employee Participation Requirements

You must offer participation in the Trust to at least **85%** of your eligible employees. An eligible employee is one who works the required number of hours (on average) per week and who has completed the Employer's required probationary period (not to exceed 90 calendar days). Should the total enrollment of eligible employees fall below the required **85%**, you will be subject to a surcharge or discontinuation at the next renewal date. Existing districts that do not meet this criterion must submit to the Trust office a written plan showing how and when compliance will be accomplished. Eligibility for participation in the plan may be audited at any time.

Monthly Contributions

The Trustees approve the annual amount of the contributions, as determined by a qualified actuary, that are payable by participating Employers. The Trustees have the right to change the contribution amounts and how the amount is determined. By entering into this Agreement, you agree to the amounts that the Trustees have established for your group. You further agree to pay all contributions for the 12-month Plan Year by the due date in each month's invoice and to abide by the Trust's Delinquent Contributions Policy below.

Delinquent Contribution Policy

Employer and employee contributions are due from the Employer in a timely manner each month. The Employer's account will be considered delinquent if payment is not received, in full, by the due date on the monthly invoice. If payment is 30 days late, benefit coverage for the entire Employer group may be terminated back to the last day of the month in which a full contribution was paid. Contributions are due in full; partial payments will not be accepted as full payment. If an Employer leaves the Trust at the end of a Plan Year and has outstanding payments, the Trust is authorized to collect the outstanding payments. If an Employer is terminated during the Plan Year for non-payment or other material failure to comply with the terms of the Employer Participation Agreement, the Employer will still be responsible for paying the remaining contributions through the end of the Plan Year. If an Employer breaches this Employer Participation Agreement by leaving the Trust during the Plan Year, the Employer will still be responsible for paying the remaining contributions through the end of the Plan Year. The obligation to pay all contributions for the full 12-month Plan Year exists to protect the other Employers participating in the Trust and to protect the financial integrity of the Trust. If there is an outstanding balance and the Employer does not bring the account current within 30-days, the Trust is authorized to take legal action to collect the outstanding payments. If an Employer is delinquent or terminated due to non-payment of all or a portion of its contribution, employees and former employees may lose their coverage rights, and such liability will be the responsibility of the Employer.

Changes to Benefit Options

The Trustees have the right to make changes to the benefits from time to time, as they deem necessary in the operation and administration of the Trust. You will be notified of such changes, and you agree to notify your covered employees and their dependents within 30 days of receipt of such notice of changes to the benefits.

Plan Summaries, Policies and Procedures

The Trustees have the authority and right to establish plan documents (including summary plan descriptions and benefit outlines), policies and procedures, as they deem necessary, for the operation and administration of the Trust. Such policies and/or procedures may include rules for minimum waiting periods applied to Employers that leave the Trust and for reserve contributions from Employers that were not recently participating in the Trust. By entering into this Agreement, you agree to abide by the terms and conditions of these documents, policies, and procedures.

Summary of Benefits and Coverage (SBC)

Employers must complete and return all enrollment/renewal materials, including an SBC attestation of delivery, in a prompt and timely manner to the Trust office (or its designee). Incomplete or delayed enrollment/renewal materials may cause delays in processing and affect the Employer's ability to view SBCs. The Employer must register for access to the Blue Cross of Idaho Employer portal if you are new to the Trust or don't currently have a login. Employers must deliver the SBCs to all eligible employees (even those not enrolled) and dependents for all selected plan options 30 days prior to the start of the new Plan Year. The Employer must promptly notify the Trust office of any changes to coverage or issues regarding SBCs.

Employer Benefit Selections

Group enrollment in the benefit options is available annually for a September 1 effective date of coverage. Employer changes between benefit options are not available during the Plan Year, unless allowed by law and approved by the Trustees.

Employer Changes

You will notify the Trust office in writing within 30 days of any changes to your waiting periods, eligibility requirements, or other information described in this Agreement. These changes, if approved by the Trustees (or their designee), will be effective the first of the month following receipt of the notice to the Trust office. Employees hired before the effective date of the change will remain subject to the previous rules set by the Employer for the remainder of the Plan Year.

Changes in Employee Information, Eligibility or Enrollment

Within 30 days following the event, you must notify the Trust office (or its designee) of any of the following changes:

- Change to an employee's or dependent's address.
- Change in enrollment or eligibility, including but not limited to:
 - termination of employment or reduction in hours.
 - employee's death or entitlement to Medicare.
 - ineligible dependents if participating Employer is notified.
 - newly eligible dependents due to marriage, birth, or adoption.
- Leave of absence, including when an employee takes an FMLA leave or a USERRA leave, or fails to return to covered employment from an FMLA leave or a USERRA leave.
- Receipt of Qualified Medical Child Support Orders.

The Employer will be responsible to reimburse the Trust for any claims paid on behalf of ineligible employees and/or their dependents that result from a failure of the Employer to notify the Trust in a timely manner of changes or terminations. In addition, the Employer will be responsible to reimburse the Trust for any claims paid on behalf of ineligible employees and/or their dependents that are covered because of incorrect information.

Leaves of Absence

The Trust office must receive notified, in writing, containing the employee's name, the date the leave was granted, and the length of the leave within 30 days of the date of the leave event. A leave of absence can only be allowed when an employee is experiencing a personal or medical situation that is requiring the employee to be off the job for an extended period or for an employee that is working reduced hours, but not separated from the Employer. The Employer is responsible for contribution payments for the entire length of the leave of absence.

Open Enrollment

The Employer agrees to provide an open enrollment each year to all eligible employees prior to a September 1 effective date. During open enrollment, an employee or dependent who was not enrolled when he or she first became eligible, or as allowed under special enrollment conditions, may be enrolled, and enrollees may change plans if the Employer offers a dual choice.

COBRA

An Employer is subject to COBRA during the current calendar year if the Employer employed 20 or more employees on more than 50% of its typical business days in the preceding calendar year. This number is based on the total number of employees, not the number of employees covered. Part-time employees are included in the total employee count expressed as a fraction. The Trust's third-party administrator will send the required COBRA election notice and collect COBRA payments. However, the Employer will be required to comply with COBRA by, for example, properly providing the applicable COBRA general notice, timely notifying the Trust or its designee of COBRA qualifying events and satisfying other COBRA compliance requirements.

Legal Compliance

You understand and agree that as an Employer sponsoring an employee benefit plan for your employees you have certain legal obligations under state and federal law. By entering into this Agreement, you agree that you or your staff employees are familiar with or will become familiar with your compliance requirements under COBRA, FMLA, HIPAA, USERRA, PPACA and other applicable laws and regulations. Also, you agree that you will take the necessary steps and actions to comply with these laws and regulations and to cooperate with the Trust (or its designee) in satisfying its obligations to comply with applicable laws and regulations.

Trustees and Trust Agreement

By entering into this Agreement, you accept the appointment of the current Trustees of the Trust. By entering into this Agreement, you agree to abide by the terms and conditions of the Trust Agreement and the terms and conditions of the benefit options offered under the Trust, including the information described in this Agreement.

Miscellaneous

This Agreement supersedes any previous Employer participation or similar agreement. The laws of the State of Idaho shall govern this Agreement.



Agreement for Occupational Therapy Services/ Independent Contractor Agreement
Lindley Kessler Pediatric Therapy Source, PC

Agreement for Occupational Therapy Services. This Agreement dated 08/10/2023, is made by and between ICON, whose address is PO Box 125, Star, Idaho 83669, hereinafter referred to as "Client" and/or "Patient/Patient Representative", AND Lindley Kessler Pediatric Therapy source, PC, 926 Ranch Road, Boise, Idaho, 83702, hereinafter referred to as "Provider" and/or "Therapist."

1. Provision of Occupational Therapy Services. The Client shall have the option to retain Provider's Occupational Therapists (including Occupational Therapy Assistants), hereinafter referred to as "Therapists", to perform certain services upon written request of the Client in accordance with the terms and conditions set forth in this Agreement:

The Therapist will:

- a) Be licensed to practice in the State of Idaho and Oregon and is to provide any and all of the services specified and requested by Client in a separate writing,
- b) Perform all services in compliance with any standard, ruling or regulation of any governmental agency responsible for administering, regulating or accrediting the Therapist, and to comply with all state laws and regulations regarding the practice of Occupational Therapy,
- c) Provide services in strict accordance with approved standards of the Occupational Therapy Profession and to all designated clients /patients, regardless of race, color, creed, sex, national origin, economic or social status or handicap,
- d) Provide the Client with a written record of services provided in a timely manner (i.e., no less than 30 days after such services are provided),
- e) Participate in the development, assessment, evaluation and modification of Plans of Treatment,
- f) Perform the services within the facilities of the Client or in the Client's home or other such appropriate place as may be agreed upon between the Client, Patient, Patient representative, and the Therapist and for such duration as is consistent with the Client's evaluation needs, treatment requirements and the Treatment Plan (as determined by Client),
- g) Maintain automobile liability insurance coverage, sufficient to cover the activities performed under this Agreement and in accordance with state law, on any vehicle used in the delivery of Occupational Therapy Services under this Agreement
- h) Maintain Workman's Compensation and Liability/Malpractice Insurance,
- i) Maintain general liability insurance at adequate and customary levels,
- j) Maintain adequate record(s) of all services provided,
- k) Provide Client with evaluation and clinical progress reports for each patient to whom Therapist has rendered services, in such form and at such times as may be agreed upon as being reasonable in advance by the Client and the Therapist, and
- l) Participate with Client personnel by communication as reasonably required to ensure acceptable quality and timeliness of patient care, as provided by the Therapist.



2. Term of Agreement: This Agreement is effective as of __ 08/10/2023 and will terminate on __ 08/10/2024. This Agreement may be renewed for successive terms upon mutual written agreement. Either party may cancel this Agreement with or without cause on thirty (30) calendar days' notice to the other party in writing, by certified mail or personal delivery, and in accordance with Section 7 of this Agreement.
3. Payment of Services. The Provider/Therapist will be paid for Occupational Therapy services provided pursuant to Client's prior written request at the rate of \$120.00 per hour (see below for details). Client shall not be liable for payment for any services provided which were not requested in writing by Client. The Provider agrees to submit an itemized statement setting forth the time and services rendered within thirty (30) days of such services being rendered, and the Client will pay the Provider the undisputed amounts due as indicated by statements submitted by the Provider within 30 days of receipt, such payments being made to the Provider: Lindley Kessler Pediatric Occupational Therapy Source, PC, 926 Ranch Road, Boise Idaho, 83702.

Details of Services and Billing: Provider does not accept insurance at this time and is a fee- based service regarded as an independent contractor. The following will be itemized upon billing.

- a) Any phone/email/personal correspondence/contact between Patient, Patient Representative, or outside professional collaborators as required for data collection, information gathering, needs assessment, treatment planning, review of existing evaluation information, or contact made for coordination of care for groups or individuals; are billed per quarter hour at a rate of \$120.00/hour.
- b) Record review as required for assessment purposes, treatment planning or recommendations (educational documents, medical/psychological information) are billed per quarter hour at a rate of \$120.00/hour.
- c) Direct evaluation time with the Patient/Client is billed at a rate of \$120.00/hour (pro-rated for partial hours).
- d) Evaluation scoring, interpretation/impressions and written summative reports are billed per quarter hour at a rate of \$120.00/hour (pro-rated for partial hours).
- e) Direct and indirect Patient/Patient Representative/Client time relating to treatment planning, goal setting, subsequent progress reviews, provision and development of educational materials/Individualized Educational Plan meeting and development are billed at a rate of \$120.00/hour (pro-rated for partial hours).
- f) Occupational Therapy direct treatment services for individualized Patient treatment, education of Patient/Patient Representatives are billed at a rate of \$120.00/hour (pro-rated for partial hours).



- g) For individual treatment, groups, evaluations and services requiring travel time, travel time will be billed at a rate of \$120.00 per hour (pro-rated for partial hours).
 - h) Variations in fees listed above may be considered on a case by case basis and will be agreed to in a separate writing signed by both parties.
 - i) The Client will be billed monthly.
 - j) Cash payment, money order or a check made payable to Lindley Kessler Pediatric Therapy Source, PC will be accepted.
 - k) Receipts are available upon request.
 - l) Before any Occupational Therapy Evaluation or Treatment is rendered, if any, a written request from the Client will need to be obtained and a consent to treat from the Client/Patient/Patient Representative will need to be signed.
 - m) Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered under this Agreement and/or provided pursuant to this Agreement as well as any failure on the part of the Provider to provide the services which are covered under this Agreement. Provider shall indemnify and hold harmless the Client, its officers, directors, employees, members, agents, insurers and representatives, from any and all liability, including but not limited to, claims, causes of action, investigations, lawsuits, bodily injury, costs, expenses, or attorneys' fees resulting from the Provider's performance of services under this Agreement. The Provider shall submit proof of all applicable Insurance to the Client, within 10 days of execution of this Agreement.
 - n) The provider shall complete all required documentation per state requirements, including background checks, licenses, and others any other such documentation reasonably requested by the Client. Provider warrants that any and all Therapists providing services pursuant to this Agreement are specially trained, experienced, competent and fully licensed to provide the services in conformity with the laws and regulations of the State of Idaho, the United States of America, and all local laws, ordinances, and/or regulations, as they may apply.
4. Independent Contractor. The parties agree that the relationship between Provider (including Provider's Therapists) and Client created by this Agreement is that of an independent contractor, and not a partnership, joint venture or employer-employee relationship.
5. Confidential Information. The Provider/Therapist and the Client agree that any information received or given by any party to this Agreement during any furtherance of obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Provider/Therapist or Client (including any students of Client) will be treated in full confidence and will not be revealed to any other persons, firms or organizations. Provider shall comply with all state and federal laws concerning the maintenance and disclosure of student records. The confidentiality requirements of



this Section 5 shall extend beyond the termination of this Agreement. Special Provisions of Confidentiality – Protected Health Information In full and complete compliance with the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, and its revisions, and to all other applicable Federal and State laws of privacy, all parties to this Agreement agree:

- a) to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b) to use appropriate safeguards to prevent use of or disclosure of Protected Health Information other than as provided for by this Agreement.
- c) to mitigate, to the extent practicable, any harmful effect that is known by any Party to this Agreement, of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.
- d) to report any use or disclosure of the Protected Health Information not provided for by this Agreement of which it may become aware.

Client Information: (Agency/Business/Company/Patient/Patient Representative)

Name: Vicki McCullough
 Position or Title: MO
 Address: 1000 25 City, State, ZIP: Star Id 83669
 Telephone: 208 994 2855 Email: vicki.mccullough@conschoy.com

Additional Comments or Amendments to this contract: _____

6. Entire Agreement. This Agreement is the final, complete and exclusive agreement between Client and Provider/Therapist with respect to the subject matter hereof.

7. Neither party shall be responsible for any failure to perform its obligations hereunder due to any cause or event beyond such party's reasonable control and could not have been reasonably foreseen by such party. IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed, as of the day and year written below.



Farril Lindby-Kessler,
MOT,OTR/L, SIPT Certified
Phone: 208.631.7386
farrilkessler@gmail.com

SIGNATURE (Provider/Therapist)/ Date

SIGNATURE (Client) Date

MONARCH EDUCATIONAL SERVICES, INC.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 2nd day of June, 2023 between Idaho Connects Online (ICON) and Monarch Educational Services, Inc. ("the Contractor"). WHEREAS, ICON is in need of assessment and consultation services to facilitate processes for students with or suspected to have disabilities as mandated under State and Federal Special Education laws or Section 504 of ADA; needs may also include consultation with parents and staff regarding students with behavioral, social-emotional, and academic concerns.

WHEREAS, Contractor will supply an agent that is specially trained and possesses the necessary education, skills, and licenses or credentials to perform the required services. The agent/owner, Karen Toerne, has a Master's degree in Counseling and Human Services (M.Ed.) and a Specialist degree in School Psychology (Ed.S.). Karen Toerne is a Licensed Clinical Professional Counselor (LCPC) in the State of Idaho, a Nationally Certified School Psychologist (NCSP) and credentialed in Pupil Personnel Services with an endorsement in School Psychology and School Counseling in the state of Idaho. Subcontractors with Monarch Educational Services are credentialed with Pupil Personnel Services certification within the State of Idaho and carry their own liability insurance. Interns working with Karen Toerne are insured by the university they attend. Subcontractors and interns are supervised by Karen Toerne, owner of Monarch Educational Services.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, ICON engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with ICON for any purpose. ICON shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against ICON or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. Duties. Duties may include, but are not limited to: review of academic records; assessment; assessment scoring; student observation; report writing; interviewing; parent, teacher, and/or service provider consultation; individual counseling services; group counseling; crisis management; and attendance at team meetings as requested. Contractor agrees to render her services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principals of her respective professional affiliations.

3. Terms. This engagement shall commence upon execution of this Agreement and shall continue in effect through 7/01/2024. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. ICON agrees that it will have no right to control or direct specific details, manner, or means by which the Contractor accomplishes the results of the services performed hereunder. The Contractor has no obligation to work any particular hours or days, or any particular number of hours or days. However, the Contractor agrees to be reasonably available to perform the duties requested by ICON and accepted by the Contractor, and to respond in a timely and reasonable manner.

4. Compensation. As full compensation for the services rendered pursuant to this Agreement, ICON shall pay the Contractor at the hourly rate of \$ 100 per hour and a flat fee of \$20 each visit for the total

time spent driving to and from ICON testing facility from the Contractor's office. Travel to meet a student anywhere other than the ICON facility will be charged at a rate of \$75/hour for travel time. If the location is more than 3 hours away from the contractor's office, lodging will be provided by ICON. **Compensation shall be payable within 30 days of receipt of Contractor's monthly invoice** for services rendered supported by reasonable documentation.

5. Expenses, Equipment, & Supplies. Equipment/supplies housed by ICON may be utilized by the Contractor. ICON agrees to provide an adequate space to conduct services (i.e., room for testing students reasonably free from distractions) while on-site at ICON. ICON agrees to prepay expenses of \$200 toward office supplies, testing equipment, and all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. This prepayment will occur no later than August 15, 2022. This prepayment will be recalculated every subsequent year based upon actual expenses and an estimate of ICON's enrollment.

6. Confidentiality & Property. The Contractor acknowledges that during the engagement she will have access to and become acquainted with various student information and records. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with ICON. All reports, files, and records relating to the business of ICON, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of ICON. Forms, documents, or other inventions created by the Contractor prior to or while under contract with ICON outside of reports completed for the business of ICON are the property of the Contractor.

7. Consultant's Taxpayer I.D. Number. The taxpayer I.D. number of the Consultant is 47-1890349. The Consultant covenants that it maintains all valid licenses, permits and registrations to perform the services required herein. The Consultant shall provide a copy of all valid licenses and/or certificates to the ICON.

8. Termination. ICON or Contractor may terminate this Agreement at any time by 14 working days' written notice to the other party. In addition, if ICON or Contractor is convicted of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the engagement may be terminated without prior written notice.

9. Insurance. The Contractor and subcontractors, including interns, will carry liability insurance related to the services performed for ICON.

10. Liability. With regard to the services to be performed by the Contractor pursuant to the terms of this agreement, the Contractor shall not be liable to ICON, or to anyone who may claim any right due to any relationship with ICON, for any acts or omissions in the performance of services on the part of the Contractor or on the part of the agents or employees of the Contractor, except when said acts or omissions of the Contractor are due to willful misconduct or gross negligence. ICON shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to ICON pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Contractor and the Contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

11. Notices. Any and all notices, demands, or other communications required or desired to be given

hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail at the addresses at the bottom of the document. Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

13. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

14. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

ICON

5680 E Franklin Road, Suite 200
Nampa, ID 83687

By: Vickie McCullough
Its: ITD [title or position]

Signature: Vickie McCullough

Monarch Educational Services, Inc.

Owner- Karen Toerne, M.Ed., Ed.S.
Licensed Clinical Professional Counselor
Nationally Certified School Psychologist
4285 N. Sandcastle Pl.
Boise, ID 83703
(208)691-9993
karentoerne@gmail.com

By: Karen Toerne, Owner/Agent
Monarch Educational Services, PLLC

Karen Toerne



208.860.5801 • chellenystrom@me.com • 200 North 3rd, Suite 203 • Boise, Idaho 83702

Proposal for Service

Accounting Management Service

Accounting

- Monthly bank reconciliations for all accounts, including closing entries
- Accrual accounting, evaluated on materiality monthly and quarterly
- Manage grant funding deposits
- Integrate Quickbooks and Quickbooks payroll beginning with 2024 payroll
- Data management with cloud based storage using Quickbooks
- Budget preparation in coordination with management
- Support management with state filings and other related finance needs

Payroll

- Establish direct deposit and tax filing within Quickbooks
- Manage PERSI filings

Monthly Fee: \$1,500.00

Evaluate contract at June 30, annually beyond 6.30.2023. 30-day notice to terminate contract.


Vicki McCullough
ICON
Idaho Connects Online School

Chelle Nyström
Nyström Consulting



Padlet
981 Mission St
San Francisco, CA 94103
TIN: 46-1561634
EU VAT ID: EU372012073
UK VAT ID: 383 2034 14

QUOTE

Quote # 23850
Quote Date May 08, 2023
Amount \$1,750.00 (USD)
Expiry Date 22 Jun, 2023 23:59 UTC

Payment Terms Net 30

BILLED TO
Vickie McCullough
Idaho Connects Online School
United States
vickie.mccullough@iconschool.org

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Padlet Backpack Gold	1	\$1,750.00	\$1,750.00
		Total	\$1,750.00

NOTES

It includes up to 35 teacher accounts. Student accounts are included free of charge.

Quotes are subject to Padlet's [terms of service](#).

For W9, bank information, sole source letter, please check our [Padlet docs](#).



QM Quality Matters, Inc.
 1997 Annapolis Exchange Parkway
 Suite 300
 Annapolis, MD 21401

Phone # 866-851-4984

Fax # 301-560-6693

Date
3/21/2023

Invoice #
111535

Web Page: www.qualitymatters.org

Bill To
Idaho Connects Online Schools Vickie McCullough 402 N Tresa Way Star, Idaho 83669-5749

Ship To

Reference No.

P.O. No.

Terms
Net 60

Item	Qty.	Description	Rate	Subscriptio...	Subscriptio...	Amount
K-12 Basic Subscript...	1	K12 Basic Subscription - renewal	795.00	06/24/2023	06/23/2024	795.00

QM Quality Matters Inc. does not accept credit card information over the phone or email. To make a payment online, please visit <https://www.qmprogram.org/qmresources/payinvoice>. If paying subscription or course review invoices online, please add 3% to total amount for administrative fees

Terms and Conditions:

All prices are quoted in U.S. dollars (USD). Total amount of QM Quality Matters Inc. Invoice must be paid in USD. All associated fees or conversion rates are the responsibility of customer.

QM Quality Matters Inc. generates invoices for services upon completion. The discounted rate granted to a subscribing customer is contingent on their current subscription being paid in full. If a QM Quality Matters Inc. subscription is not showing a current active status, any prepayments for course reviews, professional development workshops, QM Quality Matters Inc. materials and/or other QM Quality Matters Inc. services scheduled after the last day of the paid subscription term will be allocated at the non-subscriber rate.

Total	\$795.00
Payments/Credits	\$0.00
Balance Due	\$795.00

Thank you for your business - We really appreciate it!

Renaissance

Invoice

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905
Phone (800) 338-4204 | Fax (800)788-1272
Tax I.D. #39-1559474

Invoice Number: INV5284549
Invoice Date: 05/03/2023
Bill To Number: 6011718

Bill To

IDAHO CONNECTS ONLINE SCHOOL
1 6TH ST N
NAMPA ID 83687-3485
United States

Terms	PO #
Net 30	E-SIGN

Qty Ord	Item Num	Item Description	Tax (Y/N)	Discount	Ext. Price
1	300577	Annual All Product Renaissance Platform	N	0.00	750.00
1	RENULVL5	Level 5 (Districts W/Less Than 3 Schools)	N	999.00	600.00
100	300ST360SUB	Star 360 Subscription	N	0.00	1,489.00

Total Gross	Discount	Tax	Total Net	Payments Applied	Total Amount Due
3,838.00	999.00	0.00	2,839.00	\$0.00	USD \$2,839.00

Please include **invoice number** with your payment.

Send Payment to**By Check:**

Renaissance
PO Box 64910
St. Paul, MN 55164-0910

By Wire:

Bank: Wells Fargo Bank, N.A.
420 Montgomery St.
San Francisco, CA 94104
ABA/Routing: 121000248
SWIFT Code: WFBIUS6S
Account Name: Renaissance Learning, Inc.
Account #: 4945088771

Renaissance

Invoice

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905
Phone (800) 338-4204 | Fax (800)788-1272
Tax I.D. #39-1559474

Invoice Number: INV5284549
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Bill To Number: 6011718

Bill To

IDAHO CONNECTS ONLINE SCHOOL
1 6TH ST N
NAMPA ID 83687-3485
United States

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Net 30	E-SIGN

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1	300577	Annual All Product Renaissance Platform	N	0.00	750.00
1	RENULVL5	Level 5 (Districts W/Less Than 3 Schools)	N	999.00	600.00
100	300ST360SUB	Star 360 Subscription	N	0.00	1,489.00

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Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Idaho Connects Online School - 6011718
1 6th St N
Nampa, ID 83687-3485
Contact: Vickie McCullough - (888) 444-4689
Email: vickie.mccullough@iconschool.org

Quote #: RPRNQ2805730

Reference ID: 603231

Subscription Ends:
7/31/2023

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$2,839.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$2,839.00

This quote includes: Renaissance Star 360 and Renaissance-U.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2805730

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

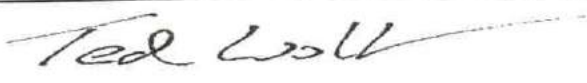

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Number 2805730

To accept this offer and place an order, please sign this Quote.

Renaissance Learning, Inc.	Idaho Connects Online School
	By: 
Name: Ted Wolf	Name: Vickie McCullough
Title: VP - Corporate Controller	Title: Head of School
Date: May 03, 2023	Date: May 03, 2023
	Invoice Date: 5/3/2023

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

Phone: (877)444-3172

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date listed above. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote.

Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Idaho Connects Online School - 6011718
1 6th St N
Nampa, ID 83687-3485
Contact: Vickie McCullough - (888) 444-4689
Email: vickie.mccullough@iconschool.org

Quote #: RPRNQ2805730

Reference ID: 603231

Subscription Ends:
7/31/2023

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$2,839.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$2,839.00

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To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Idaho Connects Online School - 6011718
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 5/3/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

Renaissance

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Phone: (800) 338-4204 | Fax: (877) 280-7642
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Subscription Renewal

Quote #: RPRNQ2805730

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Subscription Renewal

Quote #: RPRNQ2805730

Quote Details					
Idaho Connects Online School - 6011718					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Star 360 Subscription	08/01/2023 - 07/31/2024	100	\$14.89	\$0.00	\$1,489.00
Platform Services					
Annual All Product Renaissance Platform	08/01/2023 - 07/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Ren U Level 5 (Districts w/Less Than 3 Schools)	08/01/2023 - 07/31/2024	1	\$600.00	\$0.00	\$600.00
Idaho Connects Online School Total				\$0.00	\$2,839.00

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