



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 5/8/2025
Quote No. Q-124967
Acct. No. 12499221
Total 80,465.00
Pricing Expires 08/31/2025

IDAHO VIRTUAL EDUCATION PARTNERS
5680 E Franklin Rd
Nampa ID 83687
United States

Payment Term	Contract Start	Contract End
Net 30	8/1/2025	7/31/2026

Site	Description	End Date	Qty
IDAHO VIRTUAL EDUCATION PARTNERS	Odysseyware K-12 Comprehensive Concurrent User	07/31/2026	175
Idaho Connects Online School (ICON)	Odysseyware ClassPace Site License	07/31/2026	1

Subtotal 80,465.00
Tax Total 0.00
Total 80,465.00

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

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, 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 Imagine Learning's written consent.

IDAHO VIRTUAL EDUCATION PARTNERS

Signature:
Print Name:
Title:
Date:

Emily Bybee
Emily Bybee
7-1-25

Imagine Learning Representative

Emily Bybee
Account Executive -
emily.bybee@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

VMC 7-1-25



Quality Matters
 1997 Annapolis Exchange Pkwy
 Suite 300
 Annapolis MD 21401
 United States
 866-851-4984

Invoice

#INV131399
 03/25/2025

Bill To

Idaho Connects Online Schools
 402 N Tresa Way
 Star ID 83669-5749
 United States

Ship To

Idaho Connects Online Schools
 402 N Tresa Way
 Star ID 83669-5749
 United States

Balance Due

\$875.00

Due Date: 05/24/2025

Terms	Due Date	PO #	Subscription Start Date	Subscription End Date
Net 60	05/24/2025		06/24/2025	06/23/2026

Quantity	Item	Subscription Start Date	Subscription End Date	Rate	Amount
1	K-12 Basic Subscription K-12 Basic Subscription	06/24/2025	06/23/2026	\$875.00	\$875.00

Subtotal	\$875.00
Payments/Credits	\$0.00
Balance Due	\$875.00

QM Quality Matters Inc. does not accept credit card information over the phone or by 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 the total amount for administrative fees.

TERMS AND CONDITIONS:

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

Thank you for your business - we really appreciate it!



INV131399

VMC 7-1-25

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com



Quote

ADDRESS

Idaho Connects Online School
1st 6th Street North
Nampa, ID 83687

QUOTE # 54526

DATE 05/12/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	25-26 INTEGRAL School License	Schoolwide license for DeltaMath INTEGRAL, SY 25-26 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	600.00	600.00

Schools covered by this license:
Idaho Connects Online School

*Approximately 150 students

Please send PO's electronically
to: orders@deltamath.com

W9: <https://www.deltamath.com/files/w9.pdf>

SUBTOTAL 600.00
TAX 0.00
TOTAL **USD 600.00**

Accepted By

Accepted Date

VMC 7-1-25



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

BILLED TO
Vickie McCullough
Idaho Connects Online School
12639 W Explorer Dr
Boise, Indiana 83713
United States
vickie.mccullough@iconschool.org

INVOICE

Invoice # WW3668080
Invoice Date May 12, 2025
Invoice Amount \$2,800.00 (USD)
Payment Terms Net 30
Due Date Jun 11, 2025

POSTED

SUBSCRIPTION
Billing Period May 12, 2025 to May 12, 2026

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Padlet for Schools - K12 - Active Teachers (USD) Includes: - Unlimited Padlets for all users - Integrations (SSO and LTI 1.3) - Setup and onboarding - Premium support Renewals based on active teachers in the 12 months prior to renewal.	28	\$100.00	\$2,800.00
		Total	\$2,800.00
		Amount Due (USD)	\$2,800.00

NOTES

Renewal for 2025-2026.
Padlet for Schools site-wide subscription renewal quantity set to organization-wide teacher count.
Active teacher subscription renewal quantity set to total active teachers in the prior 12 months.

A minimum purchase of \$1,000 is required to pay via cheque and/or bank transfer. Cheques should be made payable to Wallwisher, Inc.

Purchase Order Details (applicable for orders above \$1,000)

Please provide invoice number in the Purchase Order. Invoice numbers start with "WW" e.g. WW12345.

YMC 7-1-25

TRANSFER DETAILS

CHECK

Please provide invoice number in the check reference slip. Invoice numbers start with 'WW' e.g. WW12345.

ADDRESS

981 Mission St. San Francisco, CA
94103

BANK TRANSFER

Please provide invoice number in the transaction reference. Invoice numbers start with 'WW' e.g. WW12345.

ACCOUNT HOLDER NAME

Wallwisher Inc

ACCOUNT NUMBER

932839712

ROUTING NUMBER (ACH)

322271627

SWIFT/BIC

CHASUS33

BANK NAME

JPMORGAN CHASE BANK, N.A.

ADDRESS

270 Park Ave., New York, NY 10017

ROUTING NUMBER (WIRE TRANSFER)

021000021



Idaho Virtual Education Partners Inc. dba ICON
Group #10034586

Renewal Rates Effective

09/01/2025--09/30/2026

Medical Benefit	PPO 2000
Product	PPO
Deductible IV (Indiv/Fam)	\$2,000/\$4,000
Deductible OON (Indiv/Fam)	Combined w/ IN
Medical OOP Max IV (Indiv/Fam)	\$5,000/\$10,000
Medical OOP Max OON (Indiv/Fam)	\$7,000/\$14,000
Member Coinsurance (IN/OON)	30%/50%
Physician Copay	Tier 1 \$10/Tier 2 \$30
Specialist Copay	Tier 1 \$30/Tier 2 \$50
Prescription Drugs	10/70
Prescription Drugs OOP (Indiv/Fam)	\$1,000/\$2,000
Commission PEPM	N/A

Dental Benefit	PPO 1
Enrollment	Identical
Deductible	\$50
Coinsurance	0%/20%/50%
Benefit Max	\$1,750
Ortho	N
DBC Benefit	N/A
Commission PEPM	N/A

Vision Benefit	Clear \$130
Enrollment	Identical
Exam Copay	\$25
Frame Frequency	12-months
EAP Benefit	10 Visits
Cobra	N
Wellness	None

Current Rates	Dental	Vision	EAP	Wellness
PPO 2000				
Enrollee	\$37.75	\$6.95	\$3.12	\$0.00
Ee + Spouse	\$75.55	\$9.90	\$3.12	\$0.00
Ee + 1 Child	\$1,188.75	\$9.90	\$3.12	\$0.00
Ee + Children	\$1,381.65	\$17.65	\$3.12	\$0.00
Ee + Sp + Child(ren)	\$1,968.35	\$17.65	\$3.12	\$0.00

Renewal Rates	Dental	Vision	EAP	Wellness
PPO 2000				
Enrollee	\$827.50	\$6.95	\$3.12	\$0.00
Ee + Spouse	\$1,820.35	\$9.90	\$3.12	\$0.00
Ee + 1 Child	\$1,274.35	\$9.90	\$3.12	\$0.00
Ee + Children	\$1,481.15	\$17.65	\$3.12	\$0.00
Ee + Sp + Child(ren)	\$2,110.05	\$17.65	\$3.12	\$0.00

Current Enrollment	Dental	Vision
PPO 2000		
Enrollee	24	24
Ee + Spouse	7	7
Ee + 1 Child	4	4
Ee + Children	1	1
Ee + Sp + Child(ren)	8	8

This document contains proprietary and confidential information. Copy and distribution of this document is prohibited without the written consent of Blue Cross of Idaho.

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

By signing you are agreeing to all Underwriting conditions and quote assumptions provided herein.

Authorized Representative:

Printed Name:

Date:

Yvonne McCullough
Yvonne McCullough
 7-1-25



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 09/01/2025--08/31/2026. This offer must be accepted at least 15 days prior to the effective date. No
- * 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, 2025 – August 31, 2026

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.

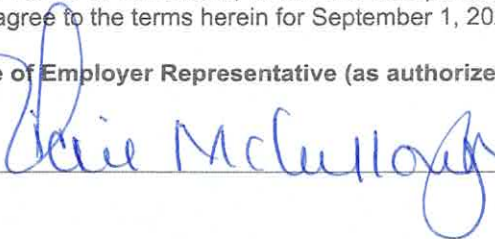
1. Participating School District (the "Employer")

School District Name: ICON
Mailing Address: PO Box 125 City: Star Zip: 83669
District Superintendent: Vickie McCullough
Email: vickie.mccullough@iconschool.org 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 September 1, 2025, through August 31, 2026, Plan Year.

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

Signed: _____



Date: _____

7-1-25

APPENDIX A

IDAHO SCHOOL BENEFIT TRUST EMPLOYER PARTICIPATION AGREEMENT

Plan Year: September 1, 2025 – August 31, 2026

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.

Soliant.cloud Hosting Estimate

6/17/2025

RL: 2596



Client

Icon Charter School
 4483 Dresden Place Suite 101
 Garden City, ID. 83714

Contact: Vickie McCullough
 Email: vickie.mccullough@iconschool.org
 Phone: 208.475.3093

Billing: Vickie McCullough
 Email: vickie.mccullough@iconschool.org
 Phone: 208.475.3093

Service/Product Item	Qty.	Cost	Total
<i>Setup - Charges/Credits Initial Year Only</i>			
1 [SCS: Environment & Instance Standard Setup]	1	\$ 750.0000	\$ 750.00
<i>Monthly</i>			
2 [EC2: t3.2xlarge]	1	\$ 375.4416	\$ 375.44
3 [EBS-GP3: Attached Volume(s)]	140	\$ 0.0856	\$ 11.98
4 [SNAP: Backup/Disaster Recovery Storage]	20	\$ 0.0321	\$ 0.64
5 [DTR: Data Transfer Out Bytes]	25	\$ 0.1070	\$ 2.68
6 [SCM: Maintenance & Administration Subscription]	1	\$ 35.0000	\$ 35.00
7 [SCM: SnapBack Premium Service (4xhourly) Subscription]	1	\$ 25.0000	\$ 25.00

Summary

- Set Up Fee(s) and any agreed upon up-front services of \$750
 Any setup conversion Fee(s) if applicable will be charged upon conversion and are not reflected in the total Setup Charges.

- AWS Base Charges and Monthly Maintenance fee may be prorated depending on start date.
- Services not covered will be billed at an hourly rate of \$225.
- All payments due will be charged to the credit card we have on file for the account. A late fee of 1.5% per month may be assessed on invoices not paid within our terms of net 30 days. We also reserve the right to suspend providing services until all overdue payments are received.

Setup Charges	\$ 750.00
Monthly AWS Total Charges	\$ 390.74
Monthly Administration/Subscriptions	\$ 60.00
Estimated Monthly Charges	\$ 450.74



Configuration

Icon Charter School

iconcharterschool-fms-01
iconcharterschool-fms-01.soliant.cloud
t3.2xlarge
US West (Oregon)

Instance

Instance Name iconcharterschool-fms-01
Domain Name iconcharterschool-fms-01.soliant.cloud
AWS Region US West (Oregon)
Instance Type t3.2xlarge

Volumes

The following volumes will be assigned to the instance based on the size of your files, anticipated growth, and backup retention policy established. Soliant routinely monitors volume usage and will contact you if size requirements need to be adjusted. Additionally, Changes can be made to volume sizes at your request by contacting us at support@soliant.cloud (Additional charges may apply)

Name	Size
iconcharterschool-fms-01 C	120GB
iconcharterschool-fms-01 D	20GB

Schedules

A soliant.cloud "SnapBack" is run every 15 minutes. Our standard retention is:
• 24 hourly (last 24 hours)
• 7 Daily (last hourly for last 7 days)
• 4 weekly (last daily for last 4 weeks)
• 3 monthly (last monthly for last 3 months)

Name	Run	Frequency	Retain
Hourly AWS SnapShot (Soliant Managed)		1/4 Hour	96
Soliant.cloud SNAPBACK Premium (Every 15 Minutes)			
Weekly Maintenance Window		Weekly	
Sunday 1:00AM - 3:00AM (Instance Time Zone)			
Weekly Instance Restart		Weekly	
Sunday 2:30AM (Instance Time Zone)			

If you are unable to accept this agreement within the Soliant.cloud Client Portal you may download this document. Once signed, please return via email to Sheila Baniak at, sbaniak@soliantconsulting.com. Any modifications or additions will require a review from our legal department and will result in a delay. You will still need to setup payment and provide licensing information (If Applicable) within the Soliant.cloud Client Portal. Once this agreement is signed and returned, payment has been setup, and licensing information is obtained an activation date will be scheduled.

Managed Hosting Services Agreement

Soliant Consulting, Inc. (Soliant) provides businesses with professional consulting, development, training, and/or support services that are customized to meet client's needs.

Thank you for choosing Soliant to provide you with Managed Hosting Services using Amazon Web Services (AWS) and Soliant's private soliant.cloud domain. This contract outlines the Managed Hosting Services Service Level Agreement that provides hosting maintenance and support from Soliant's professionally qualified team of specialists for the hours, duration, and rate specified below.

CLIENT: Icon Charter School

DESCRIPTION OF SERVICES: Managed Hosting Services

START DATE: 6/17/2025

PROJECT CONTACT	BILLING / ACCOUNTING CONTACT:
Vickie McCullough	Vickie McCullough
vickie.mccullough@iconschool.org	vickie.mccullough@iconschool.org
208.475.3093	208.475.3093

Terms & Conditions

This agreement is for AWS Cloud Hosting and Soliant Consulting support services. Soliant and AWS provide services under a shared responsibility model where Soliant provides the application level support and AWS provides the infrastructure support. As a result, Soliant shall not be held responsible for connectivity, services outages, and/or data loss due to infrastructure issues related to the AWS environment.

Hosting services are provided by our professionally qualified team of specialists during normal business hours (Monday through Friday from 9 a.m. to 5 p.m. CST). On a best-effort basis, we will provide emergency support and support outside of normal business hours, but we cannot promise that resources will be available for such work. Requests for emergency support or support outside of normal business hours is outside the scope of this contract. Based on resources available at the time of such work request, Soliant will evaluate the situation and determine a course of action. This may cause an additional billable charge.

Soliant Provides

- An SSL certificate within the soliant.cloud domain.
- A provisioned sub-domain suitable for production with the client's solution.
- Custom Soliant.cloud "SnapBacks" of all hosted database solution files.
- Maintenance and Administration Services.
- FileMaker Server Administration Console access.
- SMTP (Simple Mail Transfer Protocol) mail services. (Limited usage restrictions Apply)



Fee Structure

An initial fee of \$750 which includes setup and any agreed upon up-front services.

Monthly Maintenance and Administration fee of \$60 per month per EC2 Instance (first month may be prorated depending on start date).

Maintenance and Administration Services not covered (see below) will be billed at an hourly rate of \$225 or the negotiated rate established outside this agreement.

FileMaker Server and Client License(s) may be purchased through Soliant at a discount. Quotes for licensing will be provided separately and are not covered under this agreement.

Maintenance and Administration Services Fee

Within the shared responsibility model where Soliant provides application level support and AWS provides infrastructure support, Soliant will provide maintenance and administrative services for the AWS environment and the EC2 instances to ensure an up-to-date, reliable infrastructure and stability. Examples may include updating drives, OS patches, service upgrades, AWS environment changes, AWS tool sets updates and configurations, as well as maintaining the other services associated with the active instances. Soliant will work on your behalf with AWS to determine the course of action to take to resolve unforeseen issues.

Maintenance and Administration Services does NOT cover any development services, performance troubleshooting, installation or configuration of plug-ins, modifications/additions to FileMaker Server server-side scripting, or additional AWS services configuration. The estimated fees for any such additional services will be discussed with you prior to being performed, and will be billed at a rate of \$225/hour.

FileMaker Licensing

Each EC2 instance will require a FileMaker Server License. This can be a Legacy FileMaker Server License, FileMaker License for Teams (FLT) License or an equivalent FileMaker Inc. approved license .

The client must own their license and provide the information to Soliant to install. The specifications for your server(s) will be determined by the Soliant hosting team and provisioned accordingly.

Hosting agreement conditions and requirements:

- Have a signed Managed Hosting Services Agreement (this document.)
- Agree to pay one-time initial setup fee of \$750
- Agree to pay any AWS pass-through charges as outlined in the estimate.
- Agree to pay a monthly Maintenance and Administration Services fee as outlined above.
- Provide a credit card for all charges.
- Agree that only versions of FileMaker Server, supported by FileMaker Inc., that will run on available EC2 operating systems from AWS are supported.
- Agree that you will only connect to the soliant.cloud AWS environment with supported versions of FileMaker Pro, FileMaker Pro Advanced, FileMaker Go, and supported versions of browsers when connecting to FileMaker WebDirect.
- Agree to protect all FileMaker database solutions with a username and password.
- Agree not to violate any software usage laws during the use of any of the services provided.

Payment Procedures

All payments due will be charged to the credit card we have on file for the account within 3 business days of invoice date.

A late fee of 1.5% per month may be assessed on invoices not paid within our terms of net 30 days. We also reserve the right to suspend providing services until all overdue payments are received. Additionally, when payment is more than 30 days overdue, the server will be shut down. Any hosted files can be retrieved at client request during that time, after which all server instances will be terminated and backed-up files will be deleted. If a credit card is denied, there will be an additional processing fee of \$25.00 to re-charge another credit card provided by client.



Additional Work Requests

Should you require project work in addition to your Managed Hosting services, we will happy to provide you with a separate Statement of Work or Service Contract, for which rates may vary depending on timing, availability, and the type of work needed.

Termination

The Managed Hosting Services Agreement (MHSA) term will commence on the Effective Date and will remain in effect until canceled or terminated. Effective Date is the date on which we have a fully executed contract (both parties have signed and required information and/or payment has been received). All requests for cancellations of the MHSA are required to be submitted via email to soliantcloud@soliantconsulting.com or through the soliant.cloud client portal. Notice of cancellation does not limit your responsibility to pay the initial setup invoice and for the remainder of your balance for prior or current months usage and the prorated amount of services used during the month of cancellation in full. Termination will occur if the terms of the Terms and Conditions agreement is violated, and/or Soliant reserves the right to terminate at any time and for any reason at the discretion of the business with 30 days written notice. Upon receipt of full payment for services due, Soliant, will make all database and associated container data available immediately for secure download for a period of no less than 48 hours.

Legal Terms

Any and all work products (including ideas, concepts, designs, know how, techniques, discoveries, programs, systems, data and materials, improvements, information, material, and inventions, in whatever form, conceived, created, written, invented, provided or first reduced to practice in the performance of work under this agreement) will be considered a "work for hire" under the United States Copyright Act and will be the sole and exclusive property of the client. However, nothing in this agreement will be construed to restrict Soliant's ownership or use of any knowledge, experience or know-how or other pre-existing intellectual property acquired by us prior to or during the course of this contract.

The services are provided "as is" and without warranty, and we hereby disclaim any and all warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall our aggregate liability hereunder exceed the total amount of fees paid by you under this contract during the twelve (12) months prior to the event giving rise to such cause of action. In no event shall either party be liable for any indirect, special or consequential damages, including but not limited to lost profits or lost revenue, even if advised of the possibility of such damages. We will not be liable for any delays resulting from circumstances or causes beyond our control. No action arising under or relating to this contract may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought not later than one year following the date the last payment was due. The parties understand and agree that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. This contract shall be binding on the parties and their respective permitted successors and assigns. This contract will be governed by the laws of the State of Illinois, without regard to any conflicts of law principles applied in that state. Any suit or proceeding relating to this contract shall be brought only in Cook County, Illinois. This contract constitutes the entire agreement between the parties hereto and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. A waiver of a breach of any provision to this contract will not constitute a waiver of any other breach. If any provision of this contract is deemed, by a court of competent jurisdiction, to be invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the contract. The provisions of these legal terms shall survive the expiration or termination of this contract. By signing this contract, each of the parties acknowledges that they agree to the terms set forth above and are authorized to conduct and bind company to contracts for services.

Icon Charter School

Accepted by:

s.winn@silviesrcs.org

Accepted Date/Time:

3/10/2025 2:31:10 PM

Soliant Consulting, Inc.

Accepted by:

bbowers@soliantconsulting.com

Accepted Date/Time:

3/10/2025 4:19:08 PM

Open Skies Design LLC
20883 Gateway Dr
Bend, OR 97702
jon@openskiesdesign.com
503-975-1613

engage SIS



Price Quote: ID - 1004
Date: Jan. 7, 2025
Quote Valid Until: Feb. 7, 2025

Customer Information:
School Name: ICON School
Contact Person: Vickie McCullough
Address: 4483 Dresden Place Suite 101
City, State, ZIP Code: Garden City, Idaho 83714
Email Address: Vickie.McCullough@iconschool.org
Phone Number: 208-475-3093

Quote for EngageSIS System Renewal: 2025/2026 School Year

Description	Quantity	Unit Price	Total Price
SIS System Annual License Fee	350	\$60/student	\$21,000/year est.
Server Hosting with AWS by Soliant	1	\$2,760	\$2,760/year est.
Filemaker licensing for staff	60	\$85/user	\$5,100/year
Training and Professional Development	Included		
Custom Development and Integration	Included		

Total Cost:

Server Hosting will be billed directly each month by Soliant	\$230/monthly
Filemaker Licensing will be a one time cost billed directly to ICON	\$5,100/yearly
Open Skies Design will bill monthly at \$5.00 per enrolled student	\$1,750/monthly est.

Terms and Conditions:

1. Payment is due within 30 days of invoice date.
2. Late payments may incur a 10% late fee per month.
3. This quote is valid until Feb. 7, 2025.
4. Any additional services requested outside of this quote will be billed separately

Acceptance of Quote:

By signing below, you agree to the terms and conditions outlined in this quote and authorize ICON School to proceed with the renewal of EngageSIS for the 2025/2026 school year.

Signature: 

Name: Vickie McCullar

Title: HOS

Date: 7-7-25

Thank you for your continued partnership with Open Skies Design. We look forward to supporting ICON School in the upcoming year.

Please send the signed price quote to:

Jonathan Klos
Open Skies Design
jon@openskiesdesign.com
503-975-1613

EngageSIS: Comprehensive Student Information System

EngageSIS is a versatile student information system tailored for single public, private, virtual, and/or charter schools. Key features include attendance tracking, class schedule building, teacher grading, report cards, transcripts, special programs, discipline management, communication tools, educational app integration, state test management, new student applications, state reporting, and customized development. EngageSIS empowers schools by providing an all-in-one, web based, user-friendly platform to manage student information and school administration.

Biain Educational Services, Inc.
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the May 12, 2025, between ICON and Biain 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, Maite Biain, has a Master's degree in Education (M.Ed.) and a Specialist degree in School Psychology (Ed.S.). Maite Biain is a Nationally Certified School Psychologist and credentialed in Pupil Personnel Services with an endorsement in School Psychology in the state of Idaho. Subcontractors with Biain Educational Services are credentialed with Pupil Personnel Services certification within the State of Idaho and carry their own liability insurance.

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; 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 06/05/2026. 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 \$ 90 per hour, this includes time spent driving to and from ICON testing facility from the Contractor's office and for any other needed testing such as to complete direct testing. Compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. These terms may be amended in writing, or supplemented with subsequent estimates for services to be rendered, by the Contractor and agreed to by ICON.

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. During the term of this Agreement, the Contractor shall bill and ICON shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. A one time annual equipment fee of \$120 will be paid by ICON to cover the estimated cost of assessment protocols for individual testing.

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 83-3681138 . 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 school.

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 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,

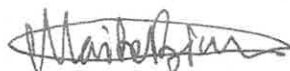
and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

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 Charter School
Address

By: 
Its: HOJ [title or position]



Signature: _____

Biain Educational Services, Inc.

Owner- Maite Biain, M.Ed., Ed.S.
Nationally Certified School Psychologist
3005 N. 30th street
Boise, ID 83703
(208)608-1668
biainmaite@gmail.com

By: Maite Biain, Owner/Agent
Biain Educational Services, Inc.

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 Sept 2, 2025 and will remain in effect until the 29th of May 2026. 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 \$80 .00 per hour for services for the term of the Agreement. There will be a billing rate of \$40.00 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 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.

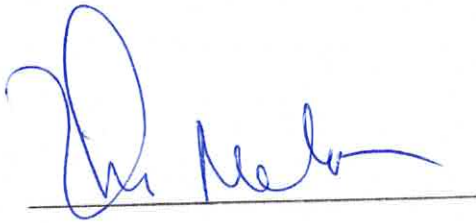
21. ATTORNEY FEES

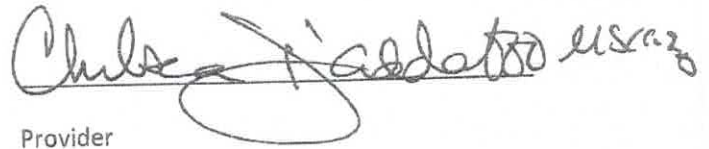
If either party defaults in any manner or fails to fulfill any and/or all provisions of this Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the 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 2nd day of September 2025.





Provider

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.



July 14, 2025

To the Board of Trustees
Idaho Connects Online School No. 469
Nampa, ID

We are pleased to confirm our understanding of the services we are to provide Idaho Connects Online School No. 469 for the year ended June 30, 2025.

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Idaho Connects Online School No. 469 as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, and the schedule of employer's share of net pension liability and employer contributions, to supplement Idaho Connects Online School No. 469's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Idaho Connects Online School No. 469's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary Comparison Schedule
2. Schedule of Employer's Share of Net Pension Liability and of Employer Contributions
3. Schedule of Employer's Share of Net OPEB Asset – PERSI Sick Leave

We have also been engaged to report on supplementary information other than RSI that accompanies Idaho Connects Online School No. 469's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Combining Balance – Nonmajor Special Revenue Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenue Funds

Audit Objectives

The objective of our audit is the expression of opinions about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of Idaho Connects Online School No. 469 and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Idaho Connects Online School No. 469's financial statements. Our report will be addressed to the Board of Trustees of Idaho Connects Online School No. 469. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Audit Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Idaho Connects Online School No. 469 is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures-General

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audits, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Idaho Connects Online School No. 469's compliance with provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will prepare the Organization's federal information return for the year ended June 30, 2025 based on information provided by you. We will also assist in preparing the financial statements and related notes of Idaho Connects Online School No. 469 in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the organization complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

Your responsibilities include acknowledging to us in the written representation letter that

- (1) you are responsible for presentation of the supplementary information in accordance with GAAP;

- (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and

- (3) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

Engagement Administration, Fees, and Other

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

We will provide copies of our reports to Idaho Connects Online School No. 469; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Idaho Connects Online School No. 469 has requested that Sorren CPAs P.C. conduct an audit of Idaho Connects Online School No. 469. As part of conducting the audit, Sorren CPAs P.C. may have access to and use tax return information.

We may share some or all of your tax return information with third-party service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In order to comply with 26 U.S.C. § 7216, 26 C.F.R. § 301.7216-3, and all other applicable laws and regulations for disclosing confidential financial information to a third party, you are consenting to allow us to: (1) use tax return information in order to conduct the audit and related audit services; and (2) disclose all documents and information needed for the audit, including social security number and other confidential information, to our third-party providers, both inside and outside the United States for the purpose of providing assistance in the audit. If we disclose tax return information to a service provider located outside of the United States, we will use adequate data protection safeguards. The items may not be disclosed or used for any other purpose, except that may continue to disclose or use the items to the extent we have been retained to do so, or as otherwise required by law. Your consent is valid for one year from the date you sign this consent.

Your signature at the bottom of this engagement letter serves as your consent to Sorren CPAs P.C.'s use and disclosure of your tax return information as provided herein. The audit documentation for this engagement is the property of Sorren CPAs P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sorren CPAs P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

Hale Fields is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in September, 2025 and to issue our reports no later than October 2025.

We estimate that our fees for these services will not exceed \$21,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Idaho Connects Online School No. 469
July 14, 2025
Page 8

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Idaho Connects Online School No. 469 and believe his letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Hale Fields
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Idaho Connects Online School No. 469.



Officer Signature



Title



Governance Signature



Title



presnell
GAGE, PLLC
ACCOUNTING AND CONSULTING

609 South Washington, Suite 202
Moscow, Idaho 83843
www.presnellgage.com

(208) 882-2211

Fax: (208) 883-3808

Report on the Firm's System of Quality Control

February 22, 2022

To the Members of Harris CPAs and
the Peer Review Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Harris CPAs (the firm) in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under the *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Harris CPAs in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)*, or *fail*. Harris CPAs has received a peer review rating of *pass*.

Presnell Gage, PLLC
Presnell Gage, PLLC

Lewiston Office: 1216 Idaho Street, Lewiston, Idaho 83501, (208) 746-8281
Grangeville Office: 111 South Mill Street, Grangeville, Idaho 83530, (208) 983-1254
Orofino Office: 216 Johnson Avenue, P.O. Box 632, Orofino, Idaho 83544, (208) 476-3012
Pullman Office: 1230 SE Bishop Blvd., Pullman, Washington 99163, (509) 332-6541