

FY20 MIDDLE SCHOOL PROFESSIONAL SERVICES AGREEMENT
Between Payette River Regional Technical Academy and the Emmett School District

This Agreement is entered into between Payette River Regional Technical Academy, Inc., operating as an Idaho public charter school (hereinafter referred to as "PR2TA") and the Emmett School District, (hereinafter referred to as "EMMETT").

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on July 1, 2019 and will terminate on June 30, 2020. At the discretion of the parties, the Agreement may be renewed annually and/or re-negotiated by the parties.

During the course of the 2019-2020 school year PR2TA and EMMETT shall collaborate to develop a long-term Agreement and program that is beneficial for both parties and the students served by the program.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, PR2TA shall remain an independent public charter school authorized by EMMETT.

PURPOSE OF THE AGREEMENT

The Parties to this Agreement seek to cooperate to provide CTE education to Emmett School District students. As part of that Agreement, the parties have developed a "wheel" to help entering high school students identify pathways of interest. It is the intent of the parties to extend that "wheel" into the middle school grades.

STUDENT DATA PRIVACY AND SECURITY

Both parties to this Agreement acknowledge their obligation to comply with the Idaho Data Accountability Act and further acknowledge the following requirements are being met under this Agreement:

- a. All information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential and comply with all federal and state laws;
- b. Administrative Security, Physical Security, and Logical Security controls are in place to protect student data from a data breach or unauthorized data disclosure;
- c. Personally identifiable information (PII) is restricted to access only by authorized staff who require such access to perform their assigned duties;
- d. The parties are prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;

c. PR2TA agrees to indemnify and hold harmless EMMETT from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from PR2TA's performance of the services provided under this Agreement relating to non-compliance with state and federal law regarding Student Data Privacy and Security. Likewise, EMMETT agrees to indemnify and hold harmless PR2TA from any liability, including but not limited to costs, fines, expenses, and attorney fees, resulting from EMMETT's performance of the services provided under this Agreement relating to non-compliance with state and federal law regarding Student Data Privacy and Security; and

f. PR2TA and EMMETT represent and warrant that they have an appropriate records retention schedule and/or policy for the destruction of data that is consistent with federal and state law.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION

Both parties to this Agreement shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding any student.

Where a limited exception applies associated with joint educational activities and a legitimate educational need for such information, the person and entity to whom such disclosure is made shall maintain the confidentiality of such information consistent with the state and federal law and regulations, school policies and the Code of Ethics for Idaho Professional Educators.

For the purposes of FERPA, school officials with legitimate educational interests shall include both PR2TA and EMMETT administrators, supervisors, teachers, support staff members (including health or medical staff and law enforcement unit personnel), board members, volunteers, contractors, or a student, parent or other volunteer assisting another school official in performing his or her tasks solely to the extent that such individual has a legitimate educational need for the educational records of the individual student. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility to that individual student(s).

DUTIES OF PR2TA

PR2TA shall have the following duties pursuant to this Agreement:

- a. PR2TA will participate in the hiring committee activities with regard to EMMETT hiring a certificated teacher to teach the CTE courses at the Emmett Middle School.
- b. PR2TA shall have authority and responsibility to provide EMMETT Administrative personnel with input regarding the performance of the certificated teacher teaching

CTE courses at Emmett Middle School as well as whether or not the curriculum integrity is being followed.

- c. PR2TA shall collaborate with Administrative personnel at the EMMETT School District Office and EMMETT Middle School with regard to the curriculum taught by the CTE teacher.
- d. PRT2A shall provide to EMMETT a sum in equal amount to the cost of the salary and benefits for the EMMETT teacher hired for this position, minus \$20,000 (twenty thousand dollars) that was budgeted as a paraprofessional position in the 2019-2020 supplemental levy. Such information will be shared by the District's Office with PR2TA in a manner consistent with the applicable confidentiality provisions of Idaho Law. PR2TA shall compensate EMMETT for such costs upon receipt of an invoice on a monthly basis.
- e.

DUTIES OF EMMETT

Emmett shall have the following duties pursuant to this Agreement:

- a. Emmett agrees to employ the CTE teacher at the middle school to support and carry out the CTE program.
- b. Emmett has the authority to control all employment activities of the CTE teacher, with collaboration with PR2TA as to whether or not the CTE curriculum is being taught with integrity and in alignment with the "wheel" exploratory program.
- c. Emmett has the responsibility to perform annual reviews and evaluations of the CTE teacher's performance.
- d. EMMETT shall address all legalities and responsibilities associated with the retained middle school CTE employee, including all matters associated with compensation, benefits, criminal backgrounds checks, compliance with section 33-1012, Idaho Code, state reporting, PERSI and any other such related matters.
- e. EMMETT shall collaborate with PR2TA regarding the CTE staffing and curriculum.

CURRICULUM

- a. PR2TA and EMMETT will collaborate with regard to the Curriculum used for this program. EMMETT will rely upon the expertise of PR2TA in the recommending and purchase of curriculum for this "wheel" of the exploratory program.
- b. The curriculum purchased shall remain the property of PR2TA.

STATE REPORTING AND ADA-RELATED ISSUES

- a. EMMETT shall be responsible for all employment reporting, including but not limited to ISEE, with regard to the retained employee for this program for the 2019-2020 school year.
- b. EMMETT shall be responsible for reporting student program participation in ADA reporting to the state.

INSURANCE AND LIABILITY

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

AMENDMENT

This Agreement may be amended at any time with the prior written, mutual consent of both parties. Any and all amendments to this Agreement shall be in writing and approved by each respective school's board.

TERMINATION

This Agreement may be terminated without cause by vote of the PR2TA Board of Directors or the EMMETT Board of Trustees. Such vote and notification may occur at any time during the course of this agreement. However, in order to avoid unnecessary disruption, Termination may only occur at the end of a school year, unless otherwise agree to in writing by both parties.

DEFAULT

Upon default by either party, the non-defaulting party shall provide notice to the defaulting party, identifying the alleged activity or non-activity in default. Thereafter the alleged defaulting party has a period of thirty (30) calendar days to cure such default. If such alleged default is not cured, the non-defaulting party may, upon written notice, cancel this Agreement and may pursue any and all available legal and equitable remedies. However, consistent with the best interest of the students of EMMETT and PR2TA, such cancellation of this Agreement shall be effective only upon the end of the then current school year.

The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE

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

NON-WAIVER BREACH

The failure of either party to this Agreement to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of PR2TA or EMMETT

NON-DISCRIMINATION

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

GOVERNANCE

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

ATTORNEY FEES

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

SEVERABILITY

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

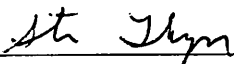
CONSTRUCTION

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

COMPLETE STATEMENT OF TERMS

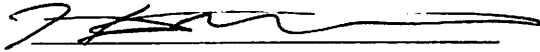
This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing,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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2nd day of FEBRUARY 2020.



Chairman, Board of Directors
Payette River Regional Technical Academy, Inc.

Date: 2-7-20



President, Board of Trustees
Emmett School District

Date: 2/11/2020