

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into between Pathways – Nampa, Inc. operating as an Idaho non-profit organization (hereinafter referred to as “NAMPA”) and Pathways – West Ada, Inc., operating as an Idaho public charter school (hereinafter referred to as “WEST ADA”).

It is hereby agreed by both parties that:

### **DURATION OF AGREEMENT**

The period of this Agreement will commence on the February 29, 2024. This Agreement is contingent upon the availability of funds to WEST ADA. At the discretion of the parties, the Agreement may be renewed.

### **RELATIONSHIP OF PARTIES**

In performing services under this Agreement, NAMPA and WEST ADA shall remain separate and distinct Agencies.

### **SERVICES TO BE RENDERED**

West Ada shall render the professional services enumerated on Attachment A attached hereto and made a part of this Agreement as if set forth fully herein. West Ada shall provide an annual report to the Board of Directors indicating the services West Ada has provided to Nampa, as contemplated by this Agreement.

### **RECORD KEEPING**

West Ada shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to Nampa within ten (10) working days of the date requested. Additionally, upon reasonable notice Nampa shall have the right to review such records at any time during business hours at West Ada’s office.

### **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;
- (e) NAMPA and WEST ADA agree to indemnify and hold harmless the other party from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from West Ada's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
- (f) NAMPA and WEST ADA 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 EDUWEST ADATIONAL RECORDS OR PROTECTED HEALTH INFORMATION**

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

### **COMPENSATION/BILLING**

Nampa shall compensate West Ada for the professional services identified in Attachment A as set forth in Attachment B. The services identified in Attachment A, and the compensation for services set forth in Attachment B may be amended at any time in writing by mutual agreement by the parties to this Agreement.

West Ada will submit a monthly statement of professional services rendered to Nampa for payment, which shall be approved at its next regularly scheduled meeting.

### **PROFESSIONAL SERVICES**

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

### **BACKGROUND CHECKS**

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

## **INSURANCE AND LIABILITY**

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

## **ASSIGNMENT**

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

## **SUCCESSORS AND ASSIGNS**

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

## **AMENDMENT**

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

## **TERMINATION**

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

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

## **DEFAULT**

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

## **TIME OF PERFORMANCE**

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

## **NON-WAIVER BREACH**

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

## **NON-DISCRIMINATION**

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

## **GOVERNANCE**

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

## **ATTORNEY FEES**

If either party defaults in any manner, or fails to fulfill any or all provisions of this Agreement, and if the 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 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 21st day of  
February 2024

*Katie Rhodenbaugh*

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Pathways in Education – Nampa, Inc.

*Christina Linder*

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Pathways in Education, West Ada, Inc.

## ATTACHMENT A

### **Professional Services:**

- a. NAMPA agrees to provide the following professional services:
- b. Support the management transition process for WEST ADA's first and second year of operations;
- c. Work within the partnering School District's guidelines to hire train, and supervise both instructional and non-instructional staff;
- d. Conduct and supervise in-service training programs and supervises new staff development;
- e. Assist in identifying and grooming new leadership;
- f. Monitor and control student enrollment numbers for all centers within the assigned area, including actively seeking referrals from surrounding schools;
- g. Ensure school expenses are managed to provide guidelines;
- h. Monitor teacher data input weekly to ensure accurate and timely attendance reporting;
- i. Direct teaching staff to provide educational and vocational guidance for students;
- j. Supervise State-mandated tests to ensure quality and compliance;
- k. Manage and provide bi-monthly and year-end quality assurance checks;
- l. Liaise and build relationships with local school district personnel, assigned area, and management staff;
- m. Oversee the provision of special education services and accommodations pursuant to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973;
- n. Provide guidance and leadership to various internal and external departments to ensure instructional and accountability needs are met in a timely fashion;
- o. Support Executive Director, Assistant Superintendent and other leadership in establishing contacts for new contracts in areas of responsibilities and communities;
- p. Perform other administrative functions and duties as assigned.

## ATTACHMENT B

### Compensation for Professional Services:

- 1) Nampa shall pay West Ada \$2884.61/ bi-weekly for transition of services provided from February 29, 2024 through June 30, 2024. This rendering of principal duties during the startup of West ADA.
- 2) Nampa shall pay \$25,000 at \$961.54 bi-weekly for ongoing principal services as outlined in Attachment A starting on July 1, 2024 on an ongoing basis. This amount may be updated based upon the results of an annual performance review. Either side may terminate this section with 30 days' notice.
- 3) West Ada shall be authorized to access Nampa's accounts to make any and all payments for Nampa expenditures.