Attachment A

Early Childhood/Head Start Interagency Protocol Instructions

This Early Childhood Interagency Protocol for School Districts and Head Start Programs (HS), which includes Migrant and Seasonal Head Start (MSHS) and American Indian, Alaska Natives Head Start (AIAN), outlines the minimal topics that should be addressed through annual joint planning between the local HS and the Local Educational Agencies (LEA or school district) serving children under Part B of the Individuals with Disabilities Education Act (IDEA).

Local HS Programs and districts will jointly review annually and update content as needed. The LEA will initiate annual document review and will submit an assurance of completion to the State Department of Education with their IDEA Part B and Preschool application in the fall of each year. Annually, ten percent of the districts will be required to submit completed Interagency Protocols for verification purposes. Head Start Programs are required to maintain current Interagency Agreement and Protocols with all LEAs in their service area, in their files for Federal Review.

Sections in italicized text outline minimum Federal and State policy requirements and may not be modified.

The use of "parent" throughout this document includes guardians and other legally responsible persons.

Text using Arial font and formatted in boxes contains potential options and negotiation points and may be modified as agreed between the participants.

Local HS Programs and districts may insert other jointly- agreed upon options for collaboration in any of the boxed fields. In addition, HS and districts may supplement this document with additional topical areas as needed.

All additions must be consistent with Head Start Program Performance Standards on Services for Children with Disabilities (Part 1308) and Part B regulations (34 CFR Part 300) and support the goal of effective system collaboration promoting efficient, seamless service provision to eligible children and their families.

Early Childhood/Head Start Interagency Protocol, Attachment A

This Interagency Protocol represents a negotiated agreement between the following organizations:

School District __231____	Head Start Program: _Jardin De los Ninos MSHS
Address: 1045 7th Ave W Gooding Idaho 83330	Address: 202 14th Ave E Gooding Idaho 83330
Effective Dates: __May_____, 2025___ to ____May_____, 2027 ___ Effective Dates: _____, 20____ to _____, 20____	

Section A. Contact Information and Child Find

The parties recognize that collaboration is necessary to facilitate smooth referrals, transitions, and the determination of eligibility for Special Education services. This supports a smooth and effective transition for children and their families.

To be in compliance with Federal and State regulations, the parties agree to abide by the terms outlined in the State Interagency Agreement.

Exchange of Information

Confidential information will be exchanged between agencies according to HIPAA, FERPA, Head Start, and IDEA regulations and agency protocols.

Community Resources/Contact Personnel:

Agency	Contact Name	Phone/Fax	Email
District #_231_____	Tiahna Fairbanks	P:208-934-4941 F: 208-934-4898	Tiahna.fairbanks@goodingschools.org
Head Start Program: Jardin de Ninos/ MSHS _____	Rosa Espinosa/ Education Coordinator	P:208973-0592 F:208-934-4637	rmmedina@ccimail.org
Other:_____			

Child Find Local Screening Activities

Screening is intended to identify children who may have a developmental delay and be eligible for special education services.

The Head Start Program and local school district may agree to cooperate and share staff, facilities, and other resources as necessary to carry out Child Find and related screening/ assessment/evaluation activities.

Will the School District & Head Start Program conduct separate or joint child find screening activities? _____ Separate _____ Joint X
If joint, specify known details (e.g. dates, frequency, location, primary organizer, etc.): Spring- During Child Find/Preschool screening Gooding Elementary, Tiahna Fairbanks organizer

Section B. Provision of Referral for Evaluation and Assessment for Special Education

Head Start must screen all enrolled children within 45 days (30 days for Migrant/Seasonal) in general development, sensory, vision and hearing, social/emotional development. Well-child health and dental screenings will be completed within 90 days (30 days Migrant and Seasonal).

When Head Start screening indicates the need for further evaluation/assessment, a referral will be made to the LEA in which the child resides. (1308.4(f) and 1308.6(e))(1) Head Start Performance Standards.) Local Head Start programs determine screeners in accordance with Head Start Standards.

If concerns are raised about an individual child based on screening results, the following process applies:

Per Head Start Program Performance Standards and Other Regulations; 34 CFR §1308.6 the local Head Start Program must complete a developmental assessment. If a child is suspected of having a disability the disabilities coordinator must refer a child to the LEA for evaluation as soon as the need is evident, starting as early as the child's third birthday (HS 1308.06(e)(1)). The LEA must follow the provisions and timelines as outlined in IDEA to complete timely evaluations as identified in Idaho Special Education Manual, Chapter 4, Evaluation and Eligibility.

Referrals to Consider Special Education evaluation/assessments for children enrolled in Head Start must be processed in a timely manner (1308.6(1)). While state law does not mandate school districts to provide summer services, unless required in an individual child's IEP, districts do have the responsibility to work with Head Start programs to provide assessments for children in summer programs, (see State Interagency Agreement) especially for children referred by Migrant/Seasonal Head Start and homeless children. Children will be assessed using culturally and linguistically appropriate procedures.

Attachment A

LEAs will accept referrals and conduct assessments throughout the calendar year, including summer, when schools are generally not in session to accommodate the need for evaluation/assessment of children referred by Head Start, Migrant and Seasonal Head Start, and homeless children.

To accomplish referral from a HS, MSHS, and AIAN to a local LEA for evaluation/assessment and eligibility, describe how referrals will be made and evaluation timelines established: MSHS will send the referrals completed and also, we can share the ASQ and ASQ SE screening results and t6eacher anecdotal notes Gooding School District will contact the family within two school weeks to schedule a referral meeting and get the 'consent to assess' signed that will start the 60-day timeline to eligibility determination.
Please describe how referrals will be managed over the summer months when the LEA is on break: Head Start does not refer during summer months, unless a Head Start application is received for an age eligible 3-4-year-old with a current IEP. Otherwise, Head Start refers parents to Child Find- Spring, the first week of school, and on a Friday monthly during the school year as needed.

The people listed below will be responsible for ensuring Referral is shared in a timely manner and appropriate follow-up is completed for the family.

Agency	Contact Name	Phone/Fax	Email
Head Start Program: _____			
District # _____	Same Info		
Migrant/Seasonal Head Start	Same Info		
Homeless Coordinator			

C. Procedures for exchange of Information

Discuss and document how information about children will be exchanged between agencies according to HIPAA and FERPA regulations and agency protocols. (Sp. Ed form 360, Head Start Authorization for Mutual Exchange of Information and Migrant Seasonal Head Start, Authorization for Release of Confidential Information (CCI/MSHS form)).

MSHS will use form Authorization for exchange of confidential information (with parents permission)

Head Start will use SpEd Form Authorization for Exchange of Confidential Student Information (after parent permission to share info between HS and Gooding SD).

Special Education Form 360:
www.sde.idaho.gov/specialeducation/docs/Manual/Manual%20Appendices/Chapter13.pdf

D. Responsibility for Evaluations/Assessments

Evaluation/assessment information should reflect the current functioning of the child. Head Start and the LEA should consider the needs of the child, the evaluation/assessment tools used, and IDEA requirements for eligibility.

The LEA is responsible for determining eligibility as outlined in the Idaho State Special Education Manual.

Parental involvement is required in the evaluation and assessment process. The LEA is responsible for ensuring interpreters are available and necessary accommodations are made for parents with limited proficiency in English or who are hearing impaired, for the IEP meeting. The LEA and HS programs will share responsibility to assure that language needs are met for parent involvement.

***If summer referrals for evaluation/assessment are not accepted/provided by the LEA**, the Migrant and Seasonal Head Start Program will provide the evaluation/assessment services for the child as mandated by Federal Head Start Regulations (45CFR 1308.19).*

In compliance with 34 CFR 300.154 and 300.111(2) LEAs can chose to have district personnel conduct evaluations/assessment, or reimburse Head Start /Migrant Seasonal Head Start for their costs of doing the assessments.

Describe the procedures and responsibilities for assessment and evaluation for IDEA eligibility through the summer months, including how the cost will be addressed:

Attachment A

Head Start is required to maintain a copy of the LEA's Referral to Consider Special Education Evaluation - (MSHS Consent for Evaluation) in the Child or Family file of each child referred.

Evaluation Contacts:

Please list the primary evaluation contact from each agency (if different from those listed above).

If requirements/contacts are not the same throughout the district, please list information separately for each school that has unique requirements. Also, note any contacts/requirements by school for services during the summer.

Agency	Contact Name/Position	Phone/Fax	Email	Best Date & Time
District #_____				
Head Start Program: _____	Same info			
Schools/Programs with different contacts for summer evaluations should be listed below.				
District #_____				
Head Start Program: _____				

Other Information:

E. Eligibility Determination and IEP Development

When determining eligibility, the LEA will review all available evaluation/assessment information that is available when written parental consent has been obtained. If the LEA determines that additional assessment/evaluation is necessary to determine eligibility for Special Education services, the LEA will conduct or arrange for needed assessment/evaluations.

Head Start program will provide the following to the LEA for students potentially eligible for Special Education Services:

- *Screening material and comprehensive developmental assessment.*
- *Authority to Release Information.*
- *Referral to Consider Special Education Evaluation (330a).*

- *Assist in contacting the parent, explaining process, and obtaining consent(s) at required points.*
- *Head Start/ MSHS can assist LEA in accessing translators.*
- *Act as the general education teacher during eligibility and IEP meetings (HS 1308.19(c).*

Eligibility for Special Education service is determined by the local school district via following the following steps:

- *LEA acknowledges referral from Head Start program within with a timely manner (10 school days).*
- *LEA will work with the Head Start program for the analysis of data collection for HS children who are already attending HS and are suspected of having a disability.*
- *LEA will coordinate and schedule the eligibility evaluation and assessment within a timely manner.*
    - *LEA obtains signed parental Consent for Assessment (350 a).*
    - *LEA provides written procedural safeguards to parent in native language unless not feasible, and collaborates with HS to provide an interpreter to explain the documents to facilitate parental understanding.*
    - *LEA schedules meeting.*
- *Eligibility evaluation and eligibility determination must be completed within 60 calendar days of signed consent for evaluation/assessment.*
- *Provide prior written notice for eligibility and educational placement, and copies of documents to parents.*
- *Students found eligible for an IEP must have the IEP developed and implemented within 30 calendar days from eligibility determination.*
- *LEA will invite a representative from Head Start to the IEP meeting, per 1308.109(c).*

Please describe how districts will complete evaluation and assessment for eligibility determination, including timelines, shared assessment, interpretive services, evaluation material, and share resources:

MSHS Head Start completes LEA Referral to Consider Special Education Evaluation Form. Head Start sends screening and anecdotal notes. ROI to be signed by parents and shared with LEA. The LEA will meet with the family to review the screenings and get Authorization to Exchange Information with the child's doctor (s) to gain information on any diagnoses the child might have and later review all information to determine if a "Consent for Assessment" is needed. The consent will start the 60-day time-line for determining eligibility for SPED services.

If the Migrant and Seasonal Head Start have provided evaluation/assessment services they will send results of their assessments to school districts and the LEA will respond to the Migrant-Seasonal Head Start referral:

- *Review and consider acceptance of Migrant and Seasonal Head Start (MSHS) assessments for the purpose of determining eligibility for special education/ services.*
- *Conduct additional evaluations as needed, and when necessary, in the child's home language.*
- *Convene an IEP meeting with Head Start as a partner. The IEP team must include at least the parent, district administrator, special education teacher, or service provider responsible for implementing the IEP, general education teacher, individual who can interpret implications of evaluation results and other individuals who have knowledge or special expertise regarding the child. The Head Start personnel would qualify as the general education teacher for the IEP meeting.*
- *To meet the provisions of the Migrant Education Act and/or McKinney Vento Act, evaluation/assessment results and/or IEP documents will be promptly forwarded when child moves to a new school – (by contacting the district homeless coordinator and/or the request has been made by the new district. (34 CFR 99.31 (a) (2) FERPA)*

The Problem Solving/Eligibility meeting is the time for parents, school district staff, and Head Start staff to discuss the assessment results and determine eligibility for special education, plan services, and develop an IEP.

List the preferred day, time, and place for Problem Solving/Eligibility meeting(s):

Established day: Thursdays
Established time: 8:00 A.M. 11:30 A.M.
Scheduled as Needed: Flexible Monday through Thursday
Meeting place: Gooding Elementary Conference Room

F. Least Restrictive Environment

The Individuals with Disabilities Education Act (IDEA) requires that students with disabilities, including preschool students, are educated to the maximum extent appropriate in regular classes with supplementary aids and services. Section 612(a)(5) IDEA and 34 CFR 300.114-300.118

The LEA is responsible for providing Free Appropriate Public Education (FAPE) to a preschool child with a disability and must ensure that FAPE is provided in the Least Restrictive Environment (LRE) where the child's unique needs (as described in the child's IEP) can be met, regardless of whether the local educational agency (LRE) operates public preschool programs for children without disabilities. OSEP Letter 2/29/2012

Head Start may serve as the General Educational Setting within the Least Restrictive Environment for students that qualify for Head Start services.

Describe how the LEA will provide special education resources such as Itinerant teachers, Speech pathologists, OT/PT, classroom aides, facilities/ space, training/consultation, Special Ed. transportation, curriculum, and other:

Gooding School District provides special education preschool with teacher on Mondays through Thursdays for ½ day afternoon sessions for 4 year olds going into Kindergarten the following year. For 3 year olds there is a morning session on Mondays and Wednesdays. Transportation is provided on school bus for qualifying students within the district. Speech, OT and PT services are provided during preschool operational hours.

Describe how Head Start will share evaluation/ assessment information, student progress on IEP goals and Early Childhood Outcomes, etc. with the LEA:

Head Start will share student progress on IEP goals using COR (Child Observation Record) with LEA as requested with signed Release of Information Mutual Exchange Form.

G. Kindergarten Transition

Head Start will participate in Kindergarten transition activities with LEAs to assure that student have a seamless transition into Kindergarten. The Grantee has an obligation to assist parent in the transition from Head Start to the public school and in collaboration with parent to notify the school of the child's impending enrollment. HS 1308.21(b)(c).

Describe how the LEA will assist students in Head Start on IEPs in transitioning into Kindergarten in the areas of parent involvement/education, meeting with the receiving teacher, IEP revision (if necessary), visit the Head Start program/home to meet student, and the transfer of records:

Gooding School District will host a transition IEP meeting during April or May which will include the kindergarten teacher and make necessary revisions to the IEP at that time. Kindergarten teachers will share resources and information that promote parent involvement.

Describe how the Head Start Program will assist students in Head Start on IEPs in transitioning into Kindergarten in the areas of parent involvement/education, meeting with the receiving teacher, participate in IEP revision (if necessary), visiting the receiving classroom, and the transfer of records:

Following their goals and motivating parents to be part of their education

Kindergarten Transition Contacts:

Attachment A

Please list the primary Kindergarten transition contact from each agency (if different from those listed above).				
Agency	**Name/Position**	**Phone/Fax**	**Email**	**Best Date & Time**
District #_____				
Head Start Program: _____				

Please describe how the LEA will address the evaluation/ assessment needs of students referred from HS less than 60 days from the end of the school year.
Gooding School District will obtain consent for assessment from parents and complete evaluations before the school year ends. If necessary, a meeting will be scheduled prior to the start of preschool in the Fall if there is not adequate time before school lets out for summer break.

H. Additional Content

Please document other agreements that have been negotiated between the LEA and the Head Start Grantee. Content should clearly describe the agreement, who is responsible for implementation, and the agreed upon timeline. All additions must be consistent with policies and regulations, Head Start Program Performance Standards, and Other Regulations; 45 CFR 1308 §1308.6 and Part B of IDEA.
None at this time

SHARING RESOURCES

The LEA and Head Start Grantee will make efforts to coordinate activities and collaborate with other community agencies and programs. Examples of resource sharing include: parenting classes, facilities, joint training of staff and parents, and professional development training

opportunities.

Please describe joint activities or resource sharing that is planned between the HS Program and the LEA:
HS will ask a kindergarten teacher to talk to HS parents and share transition activities and procedures at Gooding Elementary.

I. Dispute Resolution

If there are concerns regarding compliance with this agreement, please address the issue directly with the individuals involved and if necessary, that individual's supervisor. If this does not satisfactorily resolve the concern, please alert the signers of this document to the concern.

Facilitation may occur between agency and family or agency and agency. All participating agencies agree to follow the dispute resolution process outlined in the current State Early Childhood Interagency Agreement.

J. General Provision

This protocol becomes effective on the date signed by all parties and will be considered current through the date listed below (no longer than two years from signature date).

This protocol will be kept current by all participating agencies. Contact names and information can be updated without a formal review by all parties, but updated information must be shared with all those listed in the Protocol document. The agreed upon provisions may be modified or changed upon a written amendment signed by all parties.

This protocol shall be jointly reviewed by all parties at least annually. Any party may initiate a review and propose revisions; however, the LEA has the responsibility to initiate the review of this protocol annually. An Assurance for Early Childhood Interagency Protocol shall be submitted with the District's IDEA Part B and Preschool application for funding in the fall of each year.

Attachment A

K. Signature Section:

Agreement Effective Dates: __May__, 2025____ to _____MAY_____, 2027____
(Agreement must be jointly reviewed annually and rewritten every two years.)

Tiahna Fairbanks 5/28/25	Rosy Espinosa 5/27/25
School District Signature **Date**	**Head Start Grantee Signature** **Date**
1047 7th Ave W	202 14th Ave E
Address Gooding ID, 83330	**Address** Gooding ID 83330
City, State, Zip 208-934-4321	**City, State, Zip** 208-973-0592
Phone Tiahna.fairbanks@goodingschools.org	**Phone** rmmedina@ccimail.org
Email	**Email**

Documentation of Annual Review:

This Protocol Document was jointly reviewed on __May_____, 2025___.

_____ No changes are needed at this time.
_____ The contact names/information have been updated.
_____ Protocol document was renegotiated and revised.

School District Signature **Date**	**Head Start Grantee Signature** **Date**
Address	**Address**
City, State, Zip	**City, State, Zip**
Phone	**Phone**
Email	**Email**

Please Note:
When updated, copies of this protocol shall be distributed to the following:

- *Head Start Grantee and Part B Administrators*
- *District Preschool Teachers*

Early Childhood Interagency Protocol Instructions

This Early Childhood Interagency Protocol Template outlines the minimal topics that should be addressed through annual joint planning between the Infant Toddler Program's Part C service delivery system (Regions) and the Local Educational Agencies (LEA or school district) serving children under Part B of the Individuals with Disabilities Education Act (IDEA).

Regions and districts will jointly review and update the contact information, at least annually, and other content information as needed. The LEA will initiate annual document review and will submit an assurance of completion to the State Department of Education with their IDEA Part B and Preschool application in the fall of each year. Submission of the completed protocol will be required by 10% of districts annually for verification purposes.

Early Childhood Interagency Protocol

This Interagency Protocol represents a negotiated agreement between the following organizations:

School District #	Infant Toddler Program, Region
231	Region 5
School District Address	**Address**
Gooding School District 1045 7th Ave W Gooding, ID 83330	Infant Toddler Program 803 Harrison Street Twin Falls, ID 83303
Effective dates 6/1/2026	to 6/1/2031

Part C and Part B Contact Information:

District #

Name Angela Miller

Email angela.miller@goodingschools.org

Phone/Fax 208-934-4321 x2253

ITP

Name Kurt Dippi - Program Supervisor

Email Kurt.Dippi@dhw.idaho.gov

Phone/Fax 208 599-0109

Other

Name(s) Leah Hill - ITP Program Specialist

Email Leah.Hill@dhw.idaho.gov

Phone/Fax 208 874-3912

Child Find Local Screening Activities

The Infant Toddler Program and local school district may agree to cooperate and share staff /facilities/and other resources as necessary to carry out Child Find and related screening/ evaluation activities.

Will the School District & Infant Toddler Program conduct separate or joint child find screening activities?

- (●) Separate
- ( ) Joint

If joint, specify known details (e.g. dates, frequency, location, primary organizer, etc.):

Notification to State Educational Agency (SEA) and Local Educational Agency (LEA)

Notifications issued within 24 hours of an ITP eligible student turning age 2 years 6 months 34 CFR 303.209(b)(1)(i);

Notification issued within 24 hours of ITP eligibility being determined for students determined eligible after age 2 years 6 months through age 2 years 10.5 months 34 CFR 303.209 (b)(1)(ii);

Idaho Part C - Idaho Department of Health and Welfare - Infant-Toddler Program (ITP)

1) Identify the appropriate LEA for each potentially eligible student based on home address.
2) Using an automated process, ITP will send a listing of potentially eligible students on a nightly basis to the IDE through a secure file transfer protocol (SFTP).

Idaho Part B – Idaho Department of Education (IDE)

1) Using an automated process, IDE will import the list of potentially eligible students.
2) Each LEA with one or more potentially eligible students who are new or have data changes will receive a message indicating the addition/change through the ISDE Early Childhood Transition application.
    a) Notifications will be issued at minimum to the LEA special education director/ designee as indicated in the statewide longitudinal data system, the Idaho System for Educational Excellence (ISEE) Personnel File.
3) Once notifications are issued to the LEA through the Early Childhood Transition application, the LEA will be able to track and document progress to transition at the student level within the same system.

Please describe how notification will be managed over the summer months when the LEA is on break:

ITP will send notification to the typical LEA contact unless a summer contact is identified below:

The people listed below will be responsible for ensuring Notification is shared in a timely manner and appropriate follow-up is completed for the family.

ITP

Name : Kurt Dippi

Email Kurt.Dippi@dhw.idaho.gov

Phone/Fax 208 599-0109

District #

Name Angela Miller

Email angela.miller@goodingschools.org

Phone/Fax 208-934-4321 x2253

District # Summer Contact

Name Angela Miller

Email angela.miller@goodingschools.org

Phone/Fax 208-934-4321 x2253

Transitional Activities

IFSP Transition Plan

The IFSP team is responsible for developing a transition plan as part of the IFSP no fewer than 90 days, and at the discretion at all parties, not more than 9 months before the child's 3rd birthday. The transition plan outlines specific steps and services that support the transition of the child and family to the LEA or other appropriate services.

Transition Conference:

Part C is responsible to conduct a transition conference no fewer than 90 days, and at the discretion of all parties, not more than 9 months before the child's 3rd birthday. The purpose of this conference is to introduce the child/family to program or service options the child may access after age 3. Unless the parent request otherwise, the ITP is required to invite and LEA representative to the transition conference for those children that are "potentially eligible" for Part B services.

Part C regulation requires that the transition meeting be held no later than 90 days before the child's 3rd birthday. This regulatory timeline prohibits the delay of the transition conference. Infant Toddler and LEA personnel should work to have all members of the transition team in attending, understanding ITP will conduct said meeting, when necessary to meet timelines, if LEA is unable to attend.

The Infant Toddler Program will arrange for interpreters or accommodations for non-English speaking families; they are needed for the Transition Conference.

Transition Conference Notification and Participation

To ensure compliance with 34 C.F.R. § 300.124(c), the Infant Toddler Program (Part C) and Local Educational Agency (Part B) will describe how they will ensure LEA participation in transition conferences arranged by the lead agency under 34 C.F.R. § 303.120.

Timely Notification by Part C

The Part C program will outline its process for providing timely written notification to the LEA of scheduled transition conferences. "Timely" must be clearly defined by the Part C program (e.g., at least 14 calendar days in advance), and notification must include essential details such as the meeting date, time, location, and relevant child information. Procedures for summer notification must also be described. ITP will notify the LEA if the family chooses to decline Part B services using the Notice to Decline Part B Services form. If the family later changes their decision regarding Part B services, they may contact their local school district to participate in Child Find screening for special education services.

ITP/Part C will give at least 14 day notice to the LEA of a transition meeting.

LEA Attendance Documentation

The LEA will identify its process for ensuring participation in transition conferences and for documenting attendance. This should include how attendance will be recorded (e.g., sign-in sheets or attendance forms) and the procedure for responding when a representative is unable to attend. Documentation must be retained and made available upon request for compliance verification.

LEA will document according to their district process.

Transitional Documentation:

If the family is interested in Part B services or is unsure whether they are going to access Part B service, the following information will be provided by the Infant Toddler Program to the LEA to assist with transitional activities:

- Existing Evaluations/ Assessments
- Current IFSP
- Signed Authorization to Release/Exchange Information

Parent Declines Part B Consent:

If the family has expressed that they are "not interested" in receiving Part B services, the LEA will provide the family "Written Notice" that they can apply for Part B services anytime in the future through the district's Child Find Screening Process.

Transition Contacts:

Please list the primary transition contact from each agency.

If requirements/contacts are not the same throughout the district, please list information separately for each school that has unique requirements. Also, note any contacts/ requirements by school for children who need only speech services or services during the summer.

District #

Name/Position Angela Miller-Special Education Director

Email angela.miller@goodingschools.org

Phone/Fax 208-934-4321 x 2253 Best Date & Time

ITP

Name/Position Rocio Ledesma /Service Coordination Supervisor

Email : Rocio.ledesma@dhw.idaho.gov

Phone/Fax 208-732-1557 Best Date & Time

Schools/Programs with different contacts for summer transitions should be listed below

District #

Name/Position Angela Miller-Special Education Director

Email angela.miller@goodingschools.org

Phone/Fax 208-934-4321 x 2253 Best Date & Time

ITP

Name/Position Rocio Ledesma/Service Coordination Supervisor

Email Rocio.Ledesma@dhw.idaho.gov

Phone/Fax 208-732-1557 Best Date & Time

Other information:

ITP Regional SC Supervisor, Susan Anderson will be primary contact.
Back up will be:
Kurt Dippi
State SC Supervisor
Kurt.Dippi@dhw.idaho.gov
208-599-0109

Late Entries to Part C

Children entering Part C between 90 and 45 days prior to the child's third birthday

Children who are referred to the Infant Toddler Program between 90 and 45 days prior to the child's third birthday will be captured in the monthly notification to the SEA and LEA. These children may have a simultaneous eligibility determination made for Part C and Part B. This will promote a smooth and timely transition to the next service delivery system and enable both agencies to meet required timelines. Joint or coordinated evaluation and plan development activities are encouraged to minimize duplication for both agencies and the families involved.

Please mark the appropriate box or boxes for children referred to ITP between 90 and 45 days (late referrals) prior to the child's third birthday:

- ☐ ITP and the LEA will jointly evaluate/assess the child (joint evaluation means shared responsibility, not being in the same room at the same time.)
- ☑ ITP and LEA will each conduct separate evaluations/assessments.
- ☐ ITP will evaluate/assess the child and share results with the LEA.
- ☐ LEA will evaluate/assess the child and share results with the ITP.
- ☐ Party responsible to complete Evaluation/assessment will be determined on a child-by-child basis.

If applicable, please document how programs will collaborate to serve this group of children regarding completion of evaluation/assessment and IFSP/IEP plan development.

ITP/PART C will notify the SD of eligibility as soon as potential eligibility is determined and parent sign consent. On instances where eligibility is determined in the same meeting as IFSP creation the SD will receive invitation to the meeting with no PII.

Children entering Part C within 45 days of the child's third birthday

Children who are referred to ITP within 45 days of the child's third birthday will be referred immediately to Part B using whatever information is available on the child (bask demographic information). The child will not have an evaluation or IFSP developed. The child will be counted as a "new referral with no prior Part C services" in the Part B data collection system.

Summer Birthdays

The LEA is responsible for developing an Individualized Education Plan (IEP) for all children who received services under Part C and have been determined eligible under Part B prior to the child's 3rd birthday. Timing around transition planning for children who turn three during the summer months must be adjusted to assure the transition conference is held prior to age 2.9 and an IEP is in place by age three.

Services for students who have a summer birthday will start the first day of the next school year. State rules specify that school districts are not required to provide services when school is not in session for greater than 5 days.

Please choose one of the options below as to how children with a transition conference or an LEA notification issued in March, April, or May (students turning 2 years 9 months to 3 years during the summer) will be scheduled for Part B evaluation and IEP development:

- (●) ITP will schedule the transition conference before the end of the school year for all children with Notification issued in March, April or May. {These children turn 2 years 9 months in June, July and August, respectively. This is within the LEA's summer break, to meet requirements, the transition conference must be held prior to the summer break).

- ( ) Transition conferences for children with Notification issued in March, April or May

(Those turning 2 years 9 months during the summer) will be scheduled as follows:

ITP/Part C will invite LEA to transition meeting. Will work with LEA, upon request for assistance.

IEP meetings for children served by the Infant Toddler Program and who turn three during the school's summer break will be scheduled as follows:

Will be scheduled, once LEA returns from summer break.

Part B Evaluation: Assessment and IEP Development

Eligibility for Part B service is determined by the LEA prior to the child's 3rd birthday. The LEA is responsible for developing an Individualized Education Plan (IEP) for all children who received services under Part C and have been determined eligible under Part B by the child's 3rd birthday. The IEP team, including the parent, will develop an IEP or accept the IFSP, which includes the IEP components. The district must consider the FSP content, but are not required to use it as an IEP. If the district and parent agree to use an IFSP, the district shall provide the parent with a detailed explanation of the differences between the IFSP and an IEP and obtain written consent, if the IFSP will serve as the initial IEP, the additional IEP components that must be included are transportation, statewide testing, ESY, LRE, annual goals, special consideration, etc.

Consent for Placement must be signed in conjunction with either acceptance of the education-related requirements on the IFSP or the development of the IEP.

The LEA will arrange interpreters or accommodations for non-English speaking families if they are needed for the evaluation, eligibility determination meeting, and IEP or IFSP modification meeting.

Additional Content

Please document other agreements that have been negotiated between the LEA and the Infant Toddler Program. Content should clearly describe the agreement, who is responsible for implementation, and the agreed upon timeline. All additions must be consistent with policies and regulations for IDEA Part C and Part B.

No additional information

Sharing Resources

The LEA and Infant Toddler Program will make efforts to coordinate activities and collaborate with other community agencies and programs. Examples of resource sharing include: parenting classes, facilities, joint training of staff and parents, and professional development training opportunities.

Please describe joint activities or resource sharing that is planned between the ITP and the LEA:

ITP/Part C will share resources pertaining to school age children as they are found.

Dispute Resolution

If there are concerns regarding compliance with this agreement, please address the issue directly with the individuals involved and if necessary, that individual's supervisor. If this does not satisfactorily resolve the concern, please alert the signers of this document to the concern.

All participating agencies agree to follow the dispute resolution process outlined the State Early Childhood Interagency Agreement or in the State Complaint Procedures for Part Band the Individual Child Complaint Procedures or Administrative Complaints Procedures for Part C in the Child and Family Safeguards notice.

General Provision

This protocol becomes effective on the date signed by all parties and will be considered current through the date listed below (no longer than five years from signature date.)

This protocol will be kept current by all participating agencies. Contact names and information can be updated without a formal review by all parties, but updated information must be shared with all those listed in the Protocol document. The agreed upon provisions may be modified or changed upon a written amendment signed by all parties.

This protocol shall be jointly reviewed by all parties at least annually. Any party may initiate a review and propose revisions; however, the LEA has the responsibility to initiate the review of this protocol annually. An Assurance for Early Childhood Interagency Protocol shall be submitted with the District's IDEA Part Band Preschool application for funding in the fall of each year.

Signature Section

Agreement Effective Dates: 6/1/2026 , to 6/1/2031

(Agreement must be jointly reviewed annually and updated as needed.)

Angela Miller 5/21/26

School District Signature Date

Infant-Toddler Program Signature Date

School District Address	Infant-Toddler Program Address
Gooding School District 1045 7th Ave W Gooding, ID 83330	Laura Anderson Bureau Chief 450 W. State St, 5th Floor Boise, ID. 83720-0036
District Phone 208 934-4321 x2253	ITP Phone 208 407-4800
District Email angela.miller@goodingschoc	ITP Email Laura.Anderson@dhw.idaho.gov

Documentation of Annual Review

This Protocol Document was jointly reviewed on 6/1/2026

- ○ No changes are needed at this time
- ◉ The contact names/information have been updated.
- ○ Protocol document was renegotiated and revised.

Angela Miller 5/21/26

School District Signature Date

Infant-Toddler Program Signature Date

School District Address	Infant-Toddler Program Address
Gooding School District 1045 7th Ave W Gooding, ID 83330	Laura Anderson Bureau Chief 450 W. State St. 5th Floor Boise, ID. 83720-0036
District Phone 208 934-4321 x2253	ITP Phone 208 407-4800
District Email angela.miller@goodingschoc	ITP Email Laura.Anderson@dhw.idaho.gov

Please Note: When updated, copies of this protocol shall be distributed to the following:

- *Part C and Part B Administrators*
- *Hub Leaders and/or Supervisors*
- *District Preschool Teachers*

Contractual Service Agreement

Between

Gooding School District

And

RISE, Inc.

The purpose of this Contractual Agreement is to clearly state the terms and conditions entered into between Gooding School District (hereinafter referred to as "District") and RISE, Inc. (hereinafter referred to as "Contractor").

WHEREAS, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' Individualized Education Program (IEP)/Behavioral Implementation Plan (BIP); and

WHEREAS, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

NOW, THEREFORE, the District and Contractor, in consideration of mutual covenants and principles of care, agree to the following:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on August 1st, 2026 and remain in effect until July 31st, 2027. This Contractual Agreement shall not exceed twelve (12) calendar months and will be reviewed and renewed annually.

DETERMINATION OF ELIGIBILITY

The District shall solely assess and determine which students will be eligible for the services provided by the contractor through the formulation of the students' IEP/BIP. The District will determine whether the student will receive these services in accordance with the student's need and IEP/BIP. The District will make reasonable efforts to provide anticipated student service information in advance when practicable. Nothing in this Agreement shall limit the District's ability or obligation to identify eligible students, modify IEP/BIP services, or require services on a timeline necessary to comply with applicable law. Contractor shall promptly notify the District if it is unable to staff any service request and shall cooperate with the District in transition planning or alternative services arrangements.

A list of eligible students and their required services shall be made available to the Contractor by the District no less than ten calendar (10) days prior to the beginning of the academic school year for the purpose of hiring and training professional staff.

The District shall allow twenty-one calendar (21) days for the Contractor to hire and train staff appropriately ongoing throughout the school year as the District identifies additional qualified students for services.

PRIOR APPROVAL OF SERVICES

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

COMPENSATION

The District shall compensate the Contractor for the direct services identified in this contract. Services will be compensated on a per unit (unit=15 minutes) basis per student and shall not exceed the minutes identified on the student's IEP services page and Statement of Service Delivery for the term of the Contractual Agreement.

Any increase in the applicable Idaho Medicaid reimbursement rate shall automatically result in a corresponding increase to the contract rate unless otherwise agreed in writing.

The District agrees to the rates identified and attached hereto as Attachment A and made a part of this Contractual Agreement.

The District shall request staff whose certification level matches the rate and service level required by each student's IEP/BIP or demonstrated need. If the District selects or requires an employee whose qualifications exceed the level required by the IEP/BIP, the District agrees to compensate Contractor at that employee's maximum qualified rate, rather than the lower rate associated with the IEP/BIP-required service level.

In addition to the fees specified in Attachment A, the District also agrees to compensate for the following:

> Staff & Teacher Collaboration at $9.48 per unit. The Contractor shall not exceed one hour per month per staff, unless otherwise authorized by the District.
>
> When students are absent at the start of school, the Contractor shall notify the building contact within 15 minutes. The District will reimburse the Contractor for waiting time at $9.48 per unit, (unit = 15 minutes) for no more than 30 minutes per day unless given prior building contact approval due to confirmed student arrival.
>
> If the District requires the Contractor's staff to attend training or in-service days, the District shall reimburse the Contractor for this time at the rate of $9.48 per unit (unit = 15 minute) per staff member.

All staff the Contractor employs for the purpose of this contract shall be provided MANDT de-escalation training. If the District determines it would prefer an alternative de-escalation training, the District will reimburse the Contractor for the training time at $9.48 per unit (unit=15 minutes), per staff member.

BILLING

The District shall be solely responsible for billing Medicaid for the services rendered by the Contractor.

Contractor will submit, by the 10th business day of each month, a statement of services rendered for the previous month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit for Medicaid reimbursement. Incomplete, inaccurate, late, noncompliant, or non-Medicaid-ready documentation delays payment and must be corrected at no additional cost to the District.

Each monthly statement must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of units spent providing professional services; and d) cost of services provided.

If additional documentation is required by the District, the Contractor agrees to provide the requested information within ten (10) business days of the date the written request was made.

The District will issue payment by the 30th of the month if statements and paperwork are completed and in the District Office by the 10th business day of each month. The Contractor will allow thirty (30) calendar days for payment from the date the invoice is submitted to the District.

The Contractor shall not suspend or discontinue services under a student's IEP/BIP or Plan of care, without prior written District approval and a transition plan approved by the District. Any payment dispute shall be addressed through the dispute-resolution provisions of this Agreement and shall not relieve the Contractor of its obligation to provide authorized services during the transition period, unless the District directs otherwise, in writing.

If District fails to pay undisputed invoices within sixty (60) days of receipt, Contractor may provide thirty (30) days written notice of nonpayment. If payment is not made within the notice period, Contractor may suspend acceptance of new referrals and terminate the Agreement upon an orderly transition of services.

RECORD KEEPING
Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement, including but not limited to records sufficient to document services provided, staff qualifications, licensure/certification, background checks, training, Medicaid billing support, and compliance with this Agreement. Such records shall be maintained, at minimum, for applicable periods required by law. Contractor shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at the Contractor's office.

Contractor shall reasonably cooperate with the District relating to any audits associated with services provided under this Agreement.

SERVICE DELIVERY, TIME, AND PLACE
Contractor shall perform services set forth on the student's IEP Services page and student plan of care unless the parties mutually agree to a modification of the time and place of service delivery.

SERVICES TO BE RENDERED
Contractor shall render the professional services enumerated on the IEP Services page and the student plan of care.

All services shall be provided only as requested or approved by the District and in accordance with the appropriate student plan, IEP/BIP or other requirements as applicable to the student, District procedures and applicable state and federal law.

PROFESSIONAL SERVICES
The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly qualified to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33 – 130 and policies of the District and have been determined to not have a criminal background inconsistent with working with children. At minimum, no assigned individual shall have any conviction relating to the injury or harm to minors, disabled individuals, violence or the sale or transfer of drugs. The Contractor shall immediately remove from District assignment any individual who fails to maintain required clearance, licensure, certification, Medicaid eligibility, criminal background clearance, or District approval.

The District shall have the right to observe services being provided to the students.

RELATIONSHIP OF PARTIES
In performing services under this Contractual Agreement, Contractor is and shall at all times be an independent contractor of the District. There is no employer/employee relationship between the parties, and nothing herein shall be construed as establishing an employer/employee relationship.

The Contractor is solely responsible for all wages, benefits (including workers' compensation), taxes and employment related claims associated with Contractor's personnel. The Contractor's personnel are not entitled to District employment benefits.

HIRING OF CONTRACTOR'S EMPLOYEES
The District shall not hire any Contractor employee who provides services under this Agreement, during the term of this Agreement and for six (6) months thereafter. In addition, should District hire any employee of Contractor who has provided services under this Agreement, District shall compensate Contractor in the amount of $7,500.00 per hired employee to offset Contractor's cost for onboarding and training and other related employment costs incurred by Contractor.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION
District and Contractor shall at all times require the written consent or authorization of the parent/guardian/or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information (PHI) pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

CONFIDENTIALITY
Both parties agree that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational

Records and Privacy Act (FERPA)

Educational Records and information obtained though this Agreement may only be used for purposed authorized by the District and for services to the student. Redisclosure of this information and documentation is prohibited unless expressly authorized by law and the District.

Contractor shall return or securely destroy District data upon termination of this Agreement and provide to the District written verification of such action upon the District's request.

STUDENT DATA PRIVACY AND SECURITY

Contractor & District acknowledges its obligation to comply with the Idaho Data Accountability Act, Idaho Code Section 33-133. Contractor covenants and represents as follows:

1. Contractor agrees that 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;
2. Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure;
3. Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
4. Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
5. Contractor agrees to indemnify and hold harmless the School District from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor'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
6. Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School District's record retention policy.

MANDATORY REPORTING

Contractor acknowledges its obligation to comply with Idaho Code Section 16-1601*, et seq.* and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Contractor also agrees to inform the District, within 24 hours of such suspicion.

Additionally, should the Contractor become aware of any suicidal ideation or

tendencies of the student (I.C. 33-512B); any change in the physical, mental or emotional well-being of the student (I.C. 33-6001); or be requested by the student to engage in any activity of social transitioning (I.C. 32-1016), the Contractor shall contact the District within 24-hours to disclose such event, including applicable details and actions taken by the Contractor relating to such information.

COORDINATION OF SERVICES

To facilitate delivery of services, the District will assure:

1) reasonable and prompt notification of meetings and other appointments in which the Contractor is expected to participate;
2) signed parental consent forms, as necessary;
3) identifying information regarding the student and the parent/guardian; and,
4) reasonable assistance in facilitating communication between the Contractor and students, parents/guardian, and other providers and agencies.

INSURANCE AND LIABILITY

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. Contractor shall indemnify District only to the extent damages are caused by Contractor's negligent acts, omissions, or willful misconduct. District shall indemnify Contractor for claims arising from District negligence, acts, omissions, or failure to comply with applicable educational or special education requirements.
Contractor shall maintain, at its sole cost, insurance coverage throughout the term of this Agreement, including (a) commercial general liability, (b) professional liability/errors and omissions covering the services provided; (c) worker's compensation and required by law; (d) employer's liability; (e) automobile liability if personnel drive in connection with services; (f) cyber/privacy liability of Contractor accesses, stores, transmits, or maintains District Data or Student Information electronically. Commercial general liability and professional liability coverage shall be no less than $1,000,000 per occurrence and $2,000,000 aggregate.

Proof of insurance shall be submitted to the District within ten (10) calendar days of the date of this Contractual Agreement by the Contractor. Upon the District's written request, the District shall be named as an additional insured where available. Contractor shall provide prompt written notice of cancellation, non-renewal, or material changes in coverage.

ASSIGNMENT

This Contractual Agreement shall not be subject to assignment, delegation, subcontract, transfer or otherwise conveyance of this Agreement or any duties, rights, data access, or services under this Agreement, in whole or in part, by Contractor or by operation of law, so as to authorize any person other than Contractor, or Contractor's employees, to assume the duties subject to this Contractual Agreement without the District's prior written consent. Notwithstanding the foregoing, Contractor may assign this Agreement to disclosed entity under common control of Contractor.

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

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

Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student. Notwithstanding the termination of this Agreement, the terms under Hiring of Contractors Employees will survive termination.

Upon expiration or termination of this Agreement, the Contractor shall cooperate in orderly transition of services, provide all records and documentation necessary for continuity of services, and comply with District instructions regarding return or destruction of District Data. Confidentiality, student-data privacy, recordkeeping, audit, indemnification, insurance for claims-made coverage, payment for properly authorized services rendered before termination, and dispute-resolution provisions shall survive termination as necessary to give effect to those obligations.

DEFAULT
Upon default by either party, the non-defaulting party may cancel this Contractual Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. Non-defaulting party shall provide written notice and thirty (30) days to cure, except for immediate student safety concerns. 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 Contractual 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 Contractor or the District to insist upon strict performance of any of the terms of this Contractual 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 evidence by the prior written consent of Contractor or the District.

NON-DISCRIMINATION
Contractor shall comply with all applicable state, federal, and local non-discrimination laws and District policies, including requirements applicable to public schools and federally funded programs. Contractor shall not discriminate, harass, or retaliate against any student, parent/guardian, district employee, or other person in connection with the services under this Agreement. The District shall not discriminate, harass, or retaliate against any Contractor employee in connection with the services under this Agreement.

GOVERNANCE
This Contractual Agreement shall be governed by the laws of the State of Idaho, without regard to conflict-of-laws principles. Any action or proceeding arising out of or relating to this Agreement shall lie exclusively in the courts of the County of Ada, state of Idaho, or in the Federal District Court of Idaho. Contractor 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 Contractual Agreement.

ATTORNEY FEES
If either party defaults in any manner or fails to fulfill any and/or all provisions of this Contractual 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 Contractual Agreement.

DISPUTE RESOLUTION
All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the District and contractor's administrator.

3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the District.
4. If a concern is identified that is related to the quality of service or health and safety issues, parties should refer concerns regarding services, or quality of services to the special education director and contractor's administrator to address these concerns.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

Notwithstanding the aforementioned, nothing in this process shall limit the District's right to take immediate action regarding student safety, service quality, staff removal, data security and confidentiality, legal compliance, Medicaid compliance, or termination.

Contractor shall continue to provide authorized services during dispute resolution unless directed otherwise by the District, in writing.

IDAHO STATE MANDATED CERTIFICATIONS

Should the Contractor have any changes in status regarding the Certifications contained in Addendum A, the Contractor has an affirmative obligation to notify the District, in writing, within seventy-two (72) business hours.

FEDERAL FUNDING CONSIDERATIONS/CERTIFICATIONS

If any payment under this Agreement is made in whole or in part with federal funds, Contractor shall comply with all applicable federal requirements, including requirements imposed by the federal award, the District grant obligations, and applicable provisions of section 2 CFR Part 200. Contractor certifies that neither Contractor nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor shall comply with all applicable federal civil rights, non-discrimination, audit, access-to-records, conflict-of-interest, procurement, and lobbying restrictions. Contractor shall complete any District-required federal certification forms, including suspension/debarment and anti-lobbying certifications when applicable before payment.

Contractor shall provide the District, the state of Idaho, and applicable federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to records related to this Agreement to the extent required by law, grant conditions, Medicaid requirements, or audit obligations.

DEFINITIONS

1. **"Administrative Security"** consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data.
2. **"Aggregate Data"** is collected or reported at a group, cohort or institutional level and does not contain PII.
3. **"Data Breach"** is the unauthorized acquisition of PII.
4. **"Logical Security"** consists of software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.
5. **"Personally Identifiable Information (PII)"** includes: a student's name; the name of a student's family; the student's address; the students' social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, place of birth or mother's maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.
6. **"Physical Security"** describes security measures designed to deny unauthorized access to facilities or equipment.
7. **"Student Data"** means data collected at the student level and included in a student's educational records.
8. **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

COMPLETE STATE OF TERMS

This Contractual 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 Contractual 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 Contractual Agreement on this day of August 1st, 2026.

Angela Miller- Director of Special Education	Elizabeth Caval-Williams
Superintendent/Designee	RISE, Inc
District	*Contractor*
Angela Miller	
8-17-2026	8/17/2026
Date	Date

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Attachment A

2026-2027 Services & Fees

Service Type	Medicaid School Based Services Code Reimbursement Rate (unit=15 min) July 2026	Agreement Rate (unit=15 min)
Behavioral Intervention, Individual, EBM Professional	$25.71 per unit	$25.71 per unit
Behavioral Intervention, Individual - Intervention Professional	$22.23 per unit	$22.23 per unit
Behavioral Intervention, Individual - Intervention Specialist	$16.12 per unit	$16.12 per unit
Behavior Intervention, Individual - Intervention Technician	$14.10 per unit	$14.10 per unit
Behavioral Intervention, Individual - Intervention Paraprofessional	$9.07 per unit	$9.07 per unit
Behavioral Assessment - Intervention Professional	$22.23 per unit	$22.23 per unit
Behavioral Consultation - Intervention Professional	$22.23 per unit	$22.23 per unit
Interdisciplinary Training	$16.12 per unit	$16.12 per unit

Early Childhood/Head Start Interagency Protocols

Attachment A

This Early Childhood Interagency Protocol boilerplate for School Districts and Head Start Programs (HS), which includes Migrant and Seasonal Head Start (MSHS) and American Indian, Alaska Natives Head Start (AIAN), outlines the minimal topics that should be addressed through annual joint planning between the local HS and the Local Educational Agencies (LEA or school district) serving children under Part B of the Individuals with Disabilities Education Act (IDEA).

Local HS Programs and districts will jointly review annually, and update content as needed. The LEA will initiate annual document review and will submit an assurance of completion to the State Department of Education as part of the district's IDEA Part B and Preschool application in the summer of each year. Annually, ten percent of the districts will be required to submit completed Interagency Protocols for verification purposes. Head Start Programs are required to maintain current Interagency Agreement and Protocols with all LEAs in their service area, in their files for Federal Review.

Sections in italicized text outline minimum Federal and State policy requirements and may not be modified.

The use of "parent" throughout this document includes guardians and other legally responsible persons.

Text using Calibri font and formatted in boxes contains potential options and negotiation points and may be modified as agreed between the participants.

Local HS Programs and districts may insert other jointly- agreed upon options for collaboration in any of the boxed fields. In addition, HS and districts may supplement this document with additional topical areas as needed.

All additions must be consistent with Head Start Program Performance Standards on Services for Children with Disabilities (Part 1302.60) and Part B regulations (34 CFR Part 300) and support the goal of effective system collaboration promoting efficient, seamless service provision to eligible children and their families.

AGREEMENT PARTICIPANTS

This Interagency Protocol represents a negotiated agreement between the following organizations:

School District: #231 Gooding School District	Head Start Program: CSI Head Start/Early Head Start
Address: 1045 7th Ave. W., Gooding, ID 83330	Address: 390 Falls Ave, PO Box 1238, Twin Falls, ID 83303-1238
Effective Dates From: 04/27/2026	Effective Dates To: 04/27/2027
Effective Dates From: 04/27/2027	Effective Dates To: 04/27/2028

SECTION A. CONTACT INFORMATION AND CHILD FIND

The parties recognize that collaboration is necessary to facilitate smooth referrals, transitions, and the determination of eligibility for Special Education services. This supports a smooth and effective transition for children and their families.

To be in compliance with Federal and State regulations, the parties agree to abide by the terms outlined in the State Interagency Agreement.

Exchange of Information

Confidential Information will be exchanged between agencies according to HIPAA, FERPA, Head Start, and IDEA regulations and agency protocols.

COMMUNITY RESOURCES/CONTACT PERSONNEL

This table represents the primary contact personnel responsible for the Interagency Agreement:

Agency	Contact Name	Phone/Fax	Email
District Name:	Tihana Fairbanks, Early Childhood Special Ed	208-934-4941 ext. 2203	Tiahna.fairbanks@goodingschools.org Angela.miller@goodingschools.org

Agency	Contact Name	Phone/Fax	Email
	Angela Miller – Director of SpEd	208-934-4941 ext. 2253 Fax: 208-934-5635	
Head Start Program: CSI Head Start/EHS	Jami Jones- Mental Health/Disabilities Coordinator Victoria Molyneux – Center Supervisor/Early Learning Partner Shoshone Center	208-736-0741 ext. 1119 208-886-7784	jmjones@csi.edu Vmolyneux@csi.edu
Other			

Child Find Local Screening Activities

Screening is intended to identify children who may have a developmental delay and be eligible for special education services.

The Head Start Program and local school district may agree to cooperate and share staff, facilities, and other resources as necessary to carry out Child Find and related screening/ assessment/evaluation activities.

CHILD FIND ACTIVITIES

This table outlines the Child Find activities conducted by the school district and the Head Start Program:

Will the School District and Head Start Program conduct separate or joint child find screening activities? Separate
If joint, specify known details (e.g. dates, frequency, location, primary organizer, etc.). Contact Head Start MH/DC (Jami Jones) to assist with Child Find 208-736-0741 ext. 1119. Vision screenings can be provided when available.

SECTION B. PROVISION OF REFERRAL FOR EVALUATION AND ASSESSMENT FOR SPECIAL EDUCATION

Head Start must screen all enrolled children within 45 days (30 days for Migrant/Seasonal) in general development, sensory, vision and hearing, social/emotional development. Well-child health and dental exam will be completed within 90 days (30 days Migrant and Seasonal).

If concerns are raised about an individual child based on screening results, the following process applies: Per Head Start Program Performance Standards and Other Regulations; 45 CFR §1302.33 the local Head Start Program must complete a developmental assessment/screening.. If a child is suspected of having a disability the disabilities coordinator must refer a child to the LEA for evaluation as soon as the need is evident, starting as early as the child's third birthday (HS 1302.33 (Head Start Performance Standards). The LEA must follow the provisions and timelines as outlined in IDEA to complete timely evaluations as identified in Idaho Special Education Manual, Chapter 4, Evaluation and Eligibility.

Referrals to Consider Special Education evaluation/assessments for children enrolled in Head Start must be processed in a timely manner (1302.33). Children identified through screening process during the summer must be prioritized by the school district for evaluation and assessment. While state law does not mandate school districts to provide summer services unless required in an individual child's IMP, if resources/staff are available, school district may complete the evaluation during summer time. Children will be assessed using culturally and linguistically appropriate procedures.

Per Head Start Program Performance Standard 1302.33(a)(5)(ii) if a child has a significant delay, Head Start should partner with parents to help the family access services and support to help address the child's identified needs. If a child is identified during the summer, a program may use program funds for such services and supports when no other sources of funding are available.

A referral from a HS, MSHS, and AIAN to a local LEA for evaluation/assessment and eligibility, the following evaluations and assessments will be provided with the referral (including parent contact information):

Head Start completes the ASQ-3 Developmental Screener and the ASQ:SE-2 Social Emotional Screener on every child within 45 days of enrollment. Head Start policy is to refer any child who scores in the black/refer area of the screeners or scores in the gray/monitor area on two consecutive screenings. Referrals will also be made at the request of the child's primary caregiver/parent. This process is outlined in the CSI Head Start/Early Head Start Work Plan and is in accordance with the Office of Head Start Performance Standards.

Head Start will submit completed Referral to Consider an LEA Special Education Evaluation Form and Authorization for Exchange of Confidential Student Information Form with parent signature. ASQ-3 developmental screener, ASQ:SE-2 social/emotional screener, COR (Child Observation Record) report, and any other relevant information will be included with the referral.

Upon receipt of a HS, MSHS, and AIAN referral the school district will follow the following procedure(s) and timeline for timely eligibility determination (Include timeline for contacting parent to receive consent for eligibility determination):

HS will contact LEA with the referral. LEA will contact family and conduct a screener withing 30 days of the referral. If screening results determine the need to move forward, parents will sign the consent for assessment form. Evaluations will be completed, and an eligibility meeting will be held within 45 school days of the consent being signed.

Discuss how HS, MSHS, and AIAN will communicate to a local LEA on summer identified students and how the LEA will prioritize and conduct timely evaluations.

Head Start will communicate with LEA if an application is received in the summer for a child with an IEP or who may qualify for special education services.

LEA will accept referrals and conduct assessments throughout the school year with screeners completed as needed from referrals, including when necessary, during summer months to accommodate the need for assessment of children referred by Head Start.

Please describe how referrals will be managed over the summer months when the LEA is on break, if applicable:

HS will refer through the month of May. If a new family from another area applies to Head Start during the summer and child has an IEP, then child will be verbally referred to LEA at the time of application.

The people listed below will be responsible for ensuring Referral is shared in a timely manner and appropriate follow-up is completed for the family.

If the Head Start Program identifies a McKinney-Vento eligible student, the program should contact the school district McKinney-Vento Homeless Liaison. The district McKinney-Vento Homeless Liaison will work with the family to coordinate applicable benefits. The Idaho State Department of Education keeps a currently list of district liaison's at Idaho State Department of Education Federal Homeless Program

Agency	Contact Name	Phone/Fax	Email
Head Start Program: CSI Head Start/EHS	Same as above		
District Name: Gooding School District	Same as above		
Migrant/Seasonal Head Start			
District McKinney-Vento/Homeless Liaison	Katrina McHan	208-934-4941 ext. 1117	Katrina.mchan@goodingschools.org

SECTION C. PROCEDURES FOR EXCHANGE OF INFORMATION

Discuss and document how information about children will be exchanged between agencies according to HIPAA and FERPA regulations and agency protocols. (Authorization for Exchange of Confidential Student Information, Head Start Authorization for Mutual Exchange of Information and Migrant Seasonal Head Start, Authorization for Release of Confidential Information (CCI/MSHS form)).

CSI Head Start will use Idaho State SpEd Forms *Authorization for Exchange of Confidential Student Information* and *Referral to Consider a Special Education Evaluation*. Completed and signed form with relevant supporting documents will be faxed or hand delivered to LEA.

Authorization for Exchange of Confidential Student Information: Referral to Consider Special Education and Evaluation (This link works best when opened in Internet Explore).

SECTION D. RESPONSIBILITY FOR EVALUATION/ASSESSMENTS

Evaluation/assessment information should reflect the current functioning of the child. Head Start and the LEA should consider the needs of the child, the evaluation/assessment tools used, and IDEA requirements for eligibility.

The LEA is responsible for determining eligibility as outlined in the Idaho State Special Education Manual.

Parental involvement is required in the evaluation and assessment process. The LEA is responsible for ensuring interpreters are available and necessary accommodations are made for parents with limited proficiency in English or who are hearing impaired, for the IEP meeting. The LEA and HS programs will share responsibility to ensure that language needs are met for parent involvement.

Head Start is required to maintain a copy of the LEA's Referral to Consider Special Education Evaluation - (MSHS Consent for Evaluation) in the Child or Family file of each child referred.

Evaluation Contacts

Please list the primary evaluation contact from each agency (if different from those listed above). If requirements/contacts are not the same throughout the district, please list information separately for each school that has unique requirements. Also, note any contacts/requirements by the school for services during the summer.

Agency	Contact Name/Position	Phone/Fax	Email	Best Date and Time
District Name: Gooding School District				
Head Start Program: CSI Head Start/Early Head Start	Same			

Schools/Programs with different contacts for summer evaluations should be listed below:

Agency	Contact Name/Position	Phone/Fax	Email	Best Date and Time
District Name:				

Agency	Contact Name/Position	Phone/Fax	Email	Best Date and Time
Head Start Program				

Additional Information:

SECTION E. ELIGIBILITY DETERMINATION AND IEP DEVELOPMENT

When determining eligibility, the LEA will review all available evaluation/assessment information that is available when written parental consent has been obtained. If the LEA determines that additional assessment/evaluation is necessary to determine eligibility for Special Education services, the LEA will conduct or arrange for needed assessment/evaluations.

Head Start program will provide the following to the LEA for students potentially eligible for Special Education Services:

- *Screening material and comprehensive developmental assessment.*
- *Authority to Release Information.*
- *Referral to Consider Special Education Evaluation*
- *Assist in contacting the parent, explaining process, and obtaining consent(s) at required points.*
- *Head Start/ MSHS can assist LEA in accessing translators.*
- *Act as the general education teacher during eligibility and IEP meetings.*

Eligibility for Special Education service is determined by the local school district via following the following steps:

- *LEA acknowledges referral from Head Start program within a timely manner (10 school days).*
- *LEA will work with the Head Start program for the analysis of data collection for HS children who are already attending HS and are suspected of having a disability.*
- *LEA will coordinate and schedule the eligibility evaluation and assessment within a timely manner.*
    - *LEA obtains signed parental Consent for Assessment*
    - *LEA provides written procedural safeguards to parent in native language unless not feasible and collaborates with HS to provide an interpreter to explain the documents to facilitate parental understanding.*
    - *LEA schedules meeting.*

- *Eligibility evaluation and eligibility determination must be completed within 45 school days of signed consent for evaluation/assessment.*
- *Provide prior written notice for eligibility and educational placement, and copies of documents to parents.*
- *Students found eligible for an IEP must have the IEP developed and implemented within 30 calendar days from eligibility determination.*
- *LEA will invite a representative from Head Start to the IEP meeting.*

Please describe how the district will complete evaluation and assessment for eligibility determination, including timelines:

LEA will contact parent/guardian, make at least three contact attempts through various means. If contact has been made, LEA will conduct a screener within 30 days of receiving referral. If screening results determine the need to move forward, parents will sign the consent to test form. Evaluations will be completed and an eligibility meeting will be held withing 45 school days of the consent being signed.

LEA will contact Head Start Center Supervisor and/or MH/DC to invite a Head Start representative to eligibility and IEP meetings of preschool-aged children that Head Start has referred and/or are attending Head Start.

LEA will invite Head Start to IEP meetings for children who qualify for special education services and may also qualify to attend Head Start, upon parent/guardian approval. Head Start will provide these families with information on how to apply to the Head Start program and determine child's eligibility based on Head Start eligibility guidelines. HS will maintain contact with LEA to provide enrollment information related to the child.

The IEP team, including LEA, HS, and parents, will determine services and service times that will be listed on the IEP.

HS, MSHS, and AIAN will provide the following assessments and evaluations to be used in determining eligibility:

X Release of Information
X Referral to Consider Special Education
X Screening material (vision, hearing, etc.) when relevant
X Comprehensive developmental assessments (ASQ-3 and ASQ:SE-2)
X Classroom observations and anecdotal information (COR report) when available
X Parent contact information and concerns
❒ Other - be specific:

Please describe how HS, MSHS, and AIAN and the district will share resources and coordinate for language interpretive services if needed:

Services will be set up as needed.

If the Migrant and Seasonal Head Start have provided evaluation/assessment services, they will send results of their assessments to school districts and the LEA will respond to the Migrant-Seasonal Head Start referral:

- *Review and consider acceptance of Migrant and Seasonal Head Start (MSHS) assessments for the purpose of determining eligibility for special education/ services.*
- *Conduct additional evaluations as needed, and when necessary, in the child's home language.*
- *Convene an IEP meeting with Head Start as a partner. The IEP team must include at least the parent, district administrator, special education teacher, or service provider responsible for implementing the IEP, general education teacher, individual who can interpret implications of evaluation results and other individuals who have knowledge or special expertise regarding the child. The Head Start personnel would qualify as the general education teacher for the IEP meeting.*
- *To meet the provisions of the Migrant Education Act and/or McKinney Vento Act, evaluation/assessment results and/or IEP documents will be promptly forwarded when child moves to a new school – (by contacting the district homeless coordinator and/or the request has been made by the new district. (34 CFR 99.31 (a) (2) FERPA)*

The Problem Solving/Eligibility meeting is the time for parents, school district staff, and Head Start staff to discuss the assessment results and determine eligibility for special education, plan services, and develop an IEP.

List the preferred day, time, and place for Problem Solving/Eligibility meeting(s):

Established day: Tuesday and Thursday
Established time: mornings
Scheduled as needed: Can be scheduled at alternate times if needed
Meeting place: Gooding Elementary School

SECTION F. LEAST RESTRICTIVE ENVIRONMENT

The Individuals with Disabilities Education Act (IDEA) requires that students with disabilities, including preschool students, are educated to the maximum extent appropriate in regular classes with supplementary aids and services. Section 612(a)(5) IDEA and 34 CFR 300.114-300.118

The LEA is responsible for providing Free Appropriate Public Education (FAPE) to a preschool child with a disability and must ensure that FAPE is provided in the Least Restrictive Environment (LRE) where the child's unique needs (as described in the child's IEP) can be met, regardless of whether the local educational agency (LRE) operates public preschool programs for children without disabilities. OSEP Letter 2/29/2012

Head Start may serve as the General Educational Setting within the Least Restrictive Environment for students that qualify for Head Start services.

Head Start is a national child development program that serves families with children from birth to age five, and expectant parents. The program is designed to prepare children for success in school by enhancing their intellectual, social, emotional, and physical development. This service is provided at no cost to eligible families. Children from birth to age five who are from families with incomes below the federal poverty guidelines are eligible for Head Start and Early Head Start services. Foster Children, children from homeless families, and families receiving public assistance such as TANF, SNAP or SSI are also eligible. Those children with an established Individualized Education Plan (IEP) can be accepted according to eligibility criteria. Head Start is required to meet the 10% federal requirement for serving children eligible for IDEA/Part C services program wide. Collaboration with the local LEA will help determine acceptance of a child diagnosed with a learning disability. Children on an IEP that are low-Income (according to Federal Poverty Guidelines) and families on public assistance will be prioritized over families with higher income, regardless of disability.

Describe how the LEA will provide special education resources such as Itinerant teachers, Speech pathologists, OT/PT, classroom aides, facilities/ space, training/consultation, Special Ed. transportation, curriculum, and other: Based on the individual needs of the child and decisions of the IEP team.
Describe how Head Start will share evaluation/ assessment information, student progress on IEP goals and Early Childhood Outcomes, etc. with the LEA: Head Start will send copies of HS screenings, developmental (ASQ-3) and social emotional (ASQ:SE-2) screeners and early childhood anecdotal observations with referrals. HS will send ongoing progress documentation to LEA upon request.
Describe how the LEA Special Education teacher will collaborate and coordinate with the Head Start program related to annual IEP meetings, parent/teacher conferences, and provide training and oversight of the IEP goals:

Describe how the LEA will provide special education resources such as Itinerant teachers, Speech pathologists, OT/PT, classroom aides, facilities/ space, training/consultation, Special Ed. transportation, curriculum, and other:

Based on the individual needs of the child and decisions of the IEP team.

LEA will invite Head Start staff to all Early Childhood IEP meetings and notify of times and dates. LEA will work with Head Start teaching team to ensure understanding of IEP goals and help Head Start teaching team establish ways to work towards those goals while still adhering to the High Scope curriculum guidelines. LEA special education teachers and Head Start teachers will share strategies that are working with shared students. Head Start Mental Health/Disabilities Coordinator will also support this process.

SECTION G. KINDERGARTEN TRANSITION

Head Start will participate in Kindergarten transition activities with LEAs to ensure that students have a seamless transition into Kindergarten. The Grantee has an obligation to assist parent in the transition from Head Start to the public school and in collaboration with parent to notify the school of the child's impending enrollment. HS 1308.21(b)(c).

Describe how the LEA will assist students in Head Start on IEPs in transitioning into Kindergarten in the areas of parent involvement/education, meeting with the receiving teacher, IEP revision (if necessary), visit the Head Start program/home to meet student, and the transfer of records:

HS staff will be invited to attend IEP and/or transitional meetings and be included in placement decisions. Receiving teachers will coordinate with HS on curriculum. IEPs on HS children will be in place prior to school entry to ensure continuity of services.
LEA will advise parent/guardian of kindergarten screening/registration dates. LEA will set up a visitation/meeting with transitioning families.

Describe how the Head Start Program will assist students in Head Start on IEPs in transitioning into Kindergarten in the areas of parent involvement/education, meeting with the receiving teacher, participate in IEP revision (if necessary), visit the receiving classroom, and the transfer of records:

Head Start Lead Teacher, Early Learning Parter, or other HS representative will attend transition IEP meetings when possible. Head Start Early Learning Partners are encouraged to attend Kindergarten Registration events with families when possible. Head Start Lead Teacher reviews the Head Start Transition Handbook with parents at the end of the school year. Head Start encourages continued work on current Head Start Child Goals and IEP goals during the summer break. Parents are provided with activity ideas to promote continuing education over the break.

In the classroom, teachers plan activities to talk about going to a new school, making friends, etc. Head Start teachers and ELP emphasize the importance of parents connecting with kindergarten teachers often, continuing to be involved in school activities and continued attendance and engagement at IEP meetings.

With parent approval, Head Start will share information directly relating to the child on strategies and supports that were effective.

Kindergarten Transition Contacts

Please list the primary Kindergarten transition contact from each agency (if different from those listed above).

Agency	Name/Position	Phone/Fax	Email	Best Date and Time
School District: Gooding School District	Tiahna Fairbanks – ECSE	208-934-4941 ext. 2203	Tiahna.fairbanks@goodingschools.org	M-Th
Head Start Program: CSI Head Start/Early Head Start	Victoria Molyneux – Center Supervisor/Early Learning Partner	208-886-7784	Vmolyneux@csi.edu	M-Th 8:00-4:00 F 8:00-12:00

Please describe how the LEA will address the evaluation/assessment needs of students referred from Head Start less than 60 days from the end of the school year.

LEA will complete assessments based on state and federal timelines. LEA will meet with Head Start to determine which further assessments are needed and write an assessment plan to get those completed in a timely manner.

SECTION H. ADDITIONAL CONTENT

Please document other agreements that have been negotiated between the LEA and the Head Start Grantee. Content should clearly describe the agreement, who is responsible for implementation, and the agreed upon timeline. All additions must be consistent with policies and regulations, Head Start Program Performance Standards, and Other Regulations; 45 CFR 1308 §1308.6 and Part B of IDEA.

Collaboration between LEA and CSI Head Start/Early Head Start will serve eligible children, according to ERSEA regulations and eligibility guidelines, in a general education preschool setting.

SHARING RESOURCES

The LEA and Head Start Grantee will make efforts to coordinate activities and collaborate with other community agencies and programs. Examples of resource sharing include: parenting classes, facilities, joint training of staff and parents, and professional development training opportunities.

Please describe joint activities or resource sharing that is planned between the Head Start Program and the LEA:

LEA will contact Head Start to collaborate on data collection for quarterly progress reporting. When available, a Head Start representative can attend LEA Child Find and complete vision screenings. LEA will refer pregnant women, infants, toddlers, and preschool aged children who may benefit from the Head Start program to Head Start and encourage them to complete the pre-app at **csiheadstart.com**. Both agencies will share information or invitations to any relevant training opportunities.

SECTION I. DISPUTE RESOLUTION

If there are concerns regarding compliance with this agreement, please address the issue directly with the individuals involved and if necessary, that individual's supervisor. If this does not satisfactorily resolve the concern, please alert the signers of this document to the concern.

Facilitation may occur between agency and family or agency and agency. All participating agencies agree to follow the dispute resolution process outlined in the current State Early Childhood Interagency Agreement.

SECTION J. GENERAL PROVISION

This protocol becomes effective on the date signed by all parties and will be considered current through the date listed below (no longer than two years from signature date).

This protocol will be kept current by all participating agencies. Contact names and information can be updated without a formal review by all parties, but updated information must be shared with all those listed in the Protocol document. The agreed upon provisions may be modified or changed upon a written amendment signed by all parties.

This protocol shall be jointly reviewed by all parties at least annually. Any party may initiate a review and propose revisions; however, the LEA has the responsibility to initiate the review of this protocol annually. An Assurance for Early Childhood Interagency Protocol shall be submitted with the District's IDEA Part B and Preschool application for funding in the fall of each year.

This Protocol Document was jointly reviewed on: (Date)

X _____

School District Signature

Address: 507 Idaho St.

City: Gooding

State, Zip Code: ID, 83330

Phone: 208-934-4321

Email:

X _____

Head Start Grantee Signature

Address: 390 Falls Ave./PO Box 1238

City: Twin Falls

State, Zip Code: ID, 83303-1238

Phone: 208-736-0741 ext. 1119

Email: jmjones@csi.edu

Please Note:

When updated, copies of this protocol shall be distributed to the following:

1. *Head Start Grantee and Part B Administrators*
2. *District Preschool Teachers*

Documentation of Annual Review:

This Protocol Document was jointly reviewed on: (Date)_____

❒ No changes are needed at this time.

❒ Contact names/information have been updated.

❒ Protocol document was renegotiated and revised.

Address:	Address: 390 Falls Ave./PO Box 1238
City:	City: Twin Falls
State, Zip Code:	State, Zip Code: ID, 83303-1238
Phone:	Phone: 208-736-0741 ext. 1119
Email:	Email: jmjones@csi.edu

Please Note:

When updated, copies of this protocol shall be distributed to the following:

3. *Head Start Grantee and Part B Administrators*
4. *District Preschool Teachers*

This Protocol Document was jointly reviewed on: (Date)

X _____

School District Signature

Address: ~~507 Idaho St.~~ 1045 7th Ave W

City: Gooding

State, Zip Code: ID, 83330

Phone: 208-934-4321

Email:

X _____

Head Start Grantee Signature

Address: 390 Falls Ave./PO Box 1238

City: Twin Falls

State, Zip Code: ID, 83303-1238

Phone: 208-736-0741 ext. 1119

Email: jmjones@csi.edu

Please Note:

When updated, copies of this protocol shall be distributed to the following:

1. ***Head Start Grantee and Part B Administrators***
2. ***District Preschool Teachers***

TRACK LEASE AGREEMENT

THIS AGREEMENT made and entered into this 28th day of April 2026, by and between the Idaho Bureau of Educational Services for the Deaf and the Blind, hereinafter referred to as 'Lessor," and the Gooding Joint School District, No. 231, hereinafter referred to as "Lessee."

WHEREAS, the Idaho Bureau of Educational Services for the Deaf and the Blind located in Gooding, Idaho, as a part of its facilities, owns a running track and related areas; and

WHEREAS, for purposes of this Track Lease Agreement, the term "Track" refers to and pertains to the six-lane running track which is approximately 400 meters long and which is located on property owned by the Lessor. The term related areas "refers to the grass area and/or jumping pits located inside or adjacent to the oval created by the Track. The "related areas" also includes the areas outside of the oval, but within the chain link fence which surrounds the entire track and those areas which are used for discus and shotput practice and events. The term "related areas" also refers to the outbuilding or storage building which is located near the Track and which is used to store the track related equipment owned by the Lessor and track equipment owned by the Lessee. For purposes of this Track Lease Agreement, the term "related equipment" refers to hurdles, a shotput/discus cage and starting blocks which are owned by the Lessor; and

WHEREAS, the Lessee does not have or own its own track and/or related areas; and

WHEREAS, the Lessee owns pole vault equipment, including but not limited to pole vault standards, pole vault bar, pole vault pads or cushions and pole vault poles, and high jump equipment including, but not limited to high jump standards, high jump bar, and high jump pads or cushions; and

WHEREAS, the Lessee has expressed a desire to lease the Track, related areas, and related equipment from the Lessor with the intent to utilize the Track, related areas, and related equipment as part of its educational and/or athletic activities.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is hereby agreed as follows:

1. The Lessee shall lease the Track, the related areas, and the related equipment from the Lessor for a period of one year. The Lessee will be entitled to the shared use of the Track,

related areas and related equipment commencing on July 1, 2025, through June 30, 2026. The Lessee agrees to pay to the Lessor the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) per year for the lease of the Track, related areas, and related equipment, The payment for the lease of the Track, related areas and related equipment shall be made on or before May 4, 2026.

2. The Lessee agrees to pay one-half the cost of up to four (4) porta-potty rentasl for the duration of the track season. Lessor shall provide copy of porta-potty invoice to Lessee for reimbursement to be paid to Lessor.

3. The Lessee agrees to provide the Lessor, no later than ten days following the commencement of this lease, a Certificate of Insurance confirming and verifying that there is in effect a current insurance liability policy providing minimum limits of comprehensive liability insurance in the amount of $500,000.00 and listing the Idaho Bureau of Educational Services for the Deaf and the Blind and/or the Idaho School for the Deaf & Blind as "additional Insureds". The insurance policy and the Certificate of Insurance will further state 'this policy is intended to be primary to any other insurance maintained by or on behalf of the State of Idaho and/or its agencies, bureaus, including but not limited to the Idaho Bureau of Educational Services for the Deaf and the Blind and the Idaho School for the Deaf and the Blind.

4. During the period of this lease, the Lessee agrees to and will assure that the following items are and/or will be provided by the Lessee at the Track and related areas and at the Lessee's expense:

(a) The Lessee shall be responsible for all trash pickup and disposal after each practice, track meet, or event wherein the Track and/or related areas are used by the Lessee; and

(b) Lessee shall defend and hold harmless the Lessor from any and all claims, damages, legal fees, costs, expenses, actions, and suits whatsoever including, but not limited to claims pertaining to the death and/or injuries of any other persons, students or employees of the Lessee arising out of the Lessee's use of the Track, related areas, and related equipment; and

(c) The Lessee agrees to use reasonable care for the related equipment and agrees not to damage or destroy the related equipment, ordinary wear and tear excepted.

5. That Lessee agrees and acknowledges that the Lessor has first priority and first choice for scheduling of track meets, track practices and the use of the Track, related areas, and related equipment.

(a) That the Lessee agrees to provide the Lessor with its proposed schedule for track meets, track practices and any other use of the Track and/or related areas on or before April 1, 2026. In the event that there is a conflict between the schedule of the Lessor and the Lessee, the lessor agrees to notify the Lessee of any conflicts between the schedules, and it will be the Lessee's responsibility to reschedule any conflicting event(s). The failure of the lessor to notify the Lessee of any conflicts does not constitute a breach of this agreement.

b) The events, schedule and programs of the Gooding Joint School District No. 231 shall be given second preference or priority for any and all scheduled events for the Track, related areas, and related equipment. That any remaining times or openings within the schedule can be assigned to and/or delegated to other community entities or the general public at the sole discretion of Lessor and/or in a manner to be determined by the Lessor.

6. If, during the term of this lease or any extension thereof, conditions of the Track and/or related areas render them unusable by Lessee at a time or date when the Lessee intends to use the Track or related areas, the Lessee shall not be responsible for payment of a prorated portion of the rent during the period necessary to restore the premises to usable condition, except where the damage or destruction is caused by the actions of Lessee, its agents, employees or students.

7. The Lessee shall not take any steps to modify, change, or alter the Track, the related areas, and/or the related equipment. The Lessor shall water and mow the grass in the related areas as appropriate.

8. In exchange for the covenants and promises contained herein, the Gooding Joint School District No. 231also authorizes and agrees to allow the Idaho Bureau of Education Services for the Deaf and Blind and/or the Idaho School for the Deaf and Blind may utilize and/or use the

track equipment owned by the Gooding School District for educational and/or athletic activities. Such track equipment includes, but is not limited to the high jump standards, high jump cushions or pads, pole vault standards, pole vault poles and/or pole vault cushions or pads. The Idaho Bureau of Educational Services for the Deaf and Blind and/or the Idaho School for the Deaf and Blind also agree to use reasonable care in the use of the track equipment owned by the Gooding Joint School District, No. 231 and agree not to damage or destroy the track equipment, ordinary wear and tear excepted.

(a) The Idaho Bureau of Educational Services for the Deaf and Blind and/or the Idaho School for the Deaf and Blind agrees to defend and hold harmless the Gooding Joint School District, No. 231 from any and all claims, damages, legal fees, costs, expenses, actions and suits whatsoever including, but not limited to claims pertaining to the death and/or injuries of any others persons, students or employees of the Idaho Bureau of Educational Services for the Deaf and Blind and/or the Idaho School for the Deaf and Blind arising out of the their use of the track equipment owned by The Gooding Joint School District, No. 231 .

9. This Track Lease Agreement shall not be assigned, nor shall the premises be sublet in whole or part without written consent of the Lessor.

10. If either party to the lease brings any action against the other to enforce any of the terms of this lease, the losing party agrees to pay the prevailing party costs of the suit including reasonable attorney's fees.

11. This Track Lease Agreement contains the entire agreement between the parties and cannot be changed or modified except in writing when signed by both parties. The failure of any party to enforce any term of this lease shall not constitute the waiver of any right to do so at any other time.

12. Lessee shall comply with the Idaho Executive Order No. 92-2 which prohibits smoking in any building on the IESDB campus. In addition, Lessee shall comply with the State Board of Education's resolution adopted March 18, 1994, establishing a no smoking requirement. Pursuant to this resolution, smoking is not permitted in or on any of the buildings or property of the Idaho Bureau of Educational Services for the Deaf and the Blind.

13. No other understanding or agreement, whether oral or written, whether made prior to or contemporaneously with this Track Lease Agreement, shall be deemed to enlarge, limit, modify or otherwise affect the operation of this Track Lease Agreement.

14. This Track Lease Agreement may be terminated by either party upon giving thirty days written notice to the other party. This Track Lease Agreement may also be terminated without thirty {30} days* notice upon written consent of both parties.

GOODING JOINT SCHOOL DISTRICT, No. 231	IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND
By: _____	By: _____
SUPERINTENDENT	ADMINISTRATOR
DATE: 4-28-24	DATE: 4/28/24

Contract Service Provider Agreement

Occupational Therapy Services

This agreement is made between CL Occupational Therapy, LLC as provider of Occupational Therapy services, hereinafter referred to as the "Provider" and Gooding School District, here in referred to as "District".

Provider desires to contract with the school to offer occupational therapy services to the District.

The parties therefore agree to the following terms:

1. At the District's request, the Provider will deliver occupational therapy services to students that require such services as part of their overall individualized educational program. It is understood that the Provider may be required to participate in meetings, conferences, and submit documentation as required and meets all state-established licensing board standards and guidelines.
2. The District shall pay Provider 75.00 dollars per hour for professional services provided.
    a. Administrative time to be included in hourly charge for completion of:
        i. Evaluation documentation
        ii. IEP development
        iii. Progress notes
        iv. Treatment notes
        v. Meeting attendance
        vi. Consultation with personnel involved in student services and needs
3. Provider shall bill the District for services provided the previous month on the 1st day of each month. Each statement to include dates of service, type of service, and students served.
4. The District shall pay such bill within 30 days of billing. Services not paid within 30 days become subject to a 100.00 dollar late fee. If services are not paid within 60 days, Provider may terminate agreement due to non-payment.
5. Provider shall render the following services:
    a. Perform skilled occupational therapy evaluations to include observations and screenings if necessary.
    b. Develop and implement Individual Education Programs (IEP) for each student who qualifies for occupational therapy services, according to the Idaho Manual for Special Education, which may include direct individual therapy services, consulting, and/or monitoring progress.
    c. Consult and coordinate with appropriate personnel about student services and needs.

d. Make recommendations regarding service delivery and the students' needs to the IEP team.
e. Provider will attend IEP meetings as able, when scheduled on regularly scheduled occupational therapy service days. Provider will make special arrangements per hourly rate agreement above, to attend meetings on non-therapy scheduled days, or will call into meetings as able, at the same hourly rate.
f. Prepare and maintain appropriate professional records and documentation/reports for all students under the Providers care, which may include developing IEPs, progress notes, treatment notes, and data on students.

6. Provider will comply with all Federal, State, and Local regulations concerning IDEA and maintenance of confidentiality.
    a. Whereas, Idaho Code 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.
    b. Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP), and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.09.850 through 859; and
    c. Whereas the Contractor is duly licensed or otherwise qualified and able to provide occupational therapy services to the District's students as required by IDAPA 16/03.09.850; and
    d. Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.855.
7. Provider will submit a W-9 form to be kept on file at the District Office. Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance, and other costs related to self-employment.
8. Provider will supply all necessary and needed materials.
9. The Special Services Coordinator or the Special Education Teacher will maintain correspondence, such as invitations to appropriate meetings with reasonable and prompt notification, and provide verification of parent consent to evaluate students. Special Education Personnel will help arrange for space and any necessary forms or materials as needed by Provider.

This agreement is in effect for the 2026-2027 school year and may be amended at any time with the prior written mutual consent of both parties, and either party may terminate agreement, without cause, upon no less than 30 days written notice to the other party.

I accept the terms set forth in this agreement dated this 14th day of May year 2026 and effective immediately upon execution of this agreement.

By: [signature] Date: 5.14.26

Director of Special Education

Title or Position

By: [signature] Date: 5/18/26

Cheyanna Lierman, OTR/L

2182 E. 1775 S. Gooding, ID 83330 (208)358-1105 cheyanna.lierman@gmail.com

ProActive Behavioral Health

Gooding School District #231

System of Care Protocol for Independent Contractors

2026-2027 School Year

I. Protocol for Independent Contractors

The purpose of the System of Care is to establish a procedural protocol to assist Gooding School District #231 in collaborating for the delivery of related services provided by independent contractors in accordance with *The Children's Mental Services Act of 1998* and Medicaid billing policy for rehabilitative services in a school setting (IDAPA 16.03.09.254, IDAPA 16.03.10.124.05. (c) & IDAPA 16.03.10.653.05. (e).

The primary objective is to assist Gooding School District #231 and independent contractors in implementing related service plans delivered to eligible students with an Individual Education Plan (IEP) on file within the school district. In addition to this, the independent contractor must be approved through the Special Education Director's office and provide the following documentation.

1. Current Certificate of Liability
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of Insurance which includes Gooding School District within the coverage.
4. Confirmation that individuals working in schools have a current criminal history background check.
5. Provide the school district with copies of credentials for agency personnel as required by Medicaid.

The school will be the lead agency for any student enrolled while the student is in school. Before the independent contractor may work with a student, a contractual agreement must be completed with the Special Ed. Director. Gooding School District requests that the independent contractors implement the IEP/BIP Plan as written by the IEP Team.

Gooding School District must follow the privacy provisions set forth by FERPA, HIPAA and Idaho Special Education Manual for Special Education Students.

ProActive Behavioral Health

II. Summary of Services

The contractor will comply with the District/School Operational Procedures and will fulfill the following services and responsibilities:

- The contractor must hire quality CBRS/Intervention Specialists/Behavioral Paraprofessionals to provide behavioral services requested by the school district, and must ensure that CBRS/IS/BI PARA Staff have the required training needed to keep and maintain licensure/certification.
- The contractor will complete background checks and check all Medicaid Exclusionary Lists for each contracted staff assigned to work in the School District.
- The contractor will provide the district with assurances that all licensure and certification of contracted staff is current.
- Contracted staff must wear a picture identification and/or obtain a visitor's identification badge from the school at the time of each visit.
- Contracted staff must wear appropriate clothing that follows the same rules and regulations of District staff while in the school setting.
- Contracted staff must adhere to set schedules and arrive and leave on time.
- The contractor must notify the contracted LEAD if they will be absent with one day's notification if possible, or as soon as reasonably possible.
- Contracted staff must adhere to the IEP/BIP written by the IEP team.
- The student must be picked up from and returned to an appropriate school staff person each visit, if applicable.
- Contracted staff must remain in their assigned location unless directed to other locations by the assigned contracted LEAD or the appropriately assigned school staff.
- Contracted staff should be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/IS/BI PARA services provided.
- Contracted staff are to maintain strict FERPA/HIPAA Compliance and not violate the right of privacy of any student by using any information randomly obtained by observing another service; are not to make direct contact with a student's parent; are not to sell or contact parents to market services from your agency. All referrals to the private agencies are to be conducted through ethical service delivery channels as established by the school district and community based providers.

- All contracted staff must speak calmly and respectfully to students, even if their behavior as escalated.
- Contractors are to understand that the Special Education Teacher and/or the General Education Teacher is the instructional lead in the classroom. At no time should a contracted service provider assume that their judgement for instructional implementation or supervision of a student/class can supersede the teacher or the school staff member.
- Contractors are to notify the student's school district Case Manager of any staffing changes within the agency that relates to the services indicated in this agreement.
- Contractors are to immediately, verbally notify the student's case manager of any incident that involves Gooding students. A statement in writing may be required from the contractor.
- Contractors are to be cooperative when resolving conflicts with school district staff.
- Contracted staff are to complete SDR's as required by the School District in the format agreed on between the contractor and the district.
- SDR's are to be turned into the district weekly with the supervision document. The district will provide the contractor with a schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District Office.
- Contractors are to keep current on continuing education required of all staff.
- Contractors are to provide supervision for CBRS/IS/BI PARA'S according to Medicaid regulations (Supervisory Protocols) and School District requirements. The contractor is to provide documentation that supervision has occurred on a monthly basis or as requested by the Gooding School District.
- Contracted staff are to participate in IEP Meetings only when invited to do so by the district.
- Contractors must make sure that BI paraprofessionals are supervised by a licensed Intervention Specialist, Intervention Professional, BI Professional, Special Education Teacher or Supervisory Professional licensed or certified in compliance with Idaho Medicaid rules and supervisory protocols for the service being provided.
- This contract does not include the provision of Psychological Assessments or Comprehensive Diagnostic Assessments. However, those services may

- be provided at the request of the School District under a separate agreement.
- This summary of services does not include the "teaching of academics" by a contracted behavioral intervention staff, which is disallowed under Medicaid rules.
- This summary of services does not include provision of any activities from contracted staff that are associated with "personal care" of students as outlined in Medicaid rules. This would include, but not limited to, activities such as toileting activities (to include diapering); feeding or monitoring of feeding apparatus or feeding tubes; or changing a student's clothing. Contracted staff may be utilized as secondary staff required by Gooding School District policies during events where personal care is conducted to ensure student safety or to address behavioral issues. However, contracted staff shall not actually provide personal care services.

III. Overview for Independent Contractors working with Students

1) Independent Contractor means a person, group, or organization that meets the following conditions:
    a. Is not an employee of Gooding school District #231 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
    b. Is paid or reimbursed for services provided to the student through the established billing policy.
2) The Independent Contractor will do the following in the Gooding School District #231:
    a. Submit behavior notes, data reports, or observations (when requested) to the school's administrative assistant for the IEP teams for consideration related to the referral or an evaluation being conducted.
    b. Be invited to an IEP team meeting by the Director (when needed).
        i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.

ii. All educational decisions regarding educational services, methodology, materials and personnel are the responsibility of the school district.

c. Provide services in the schools to students under the terms of a contract with the school district.
   i. Contracts are established when the school district is paying for the services and describes the services, the role, and responsibilities of the independent contractor with the evaluation team or school administration, and the frequency and duration of the service, includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment and states the provisions for change or termination of the contract.
   ii. Services to a student with a disability shall be included on the student's IEP plan.

d. Provide services to students on school grounds under the terms of Summary of Services with the school district.
   i. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurances and the provisions for space, time, equipment, and materials provided by the school district.

Gooding School District #231 – Support Services
Independent Contractor Contractual Agreement for 2026-2027 Academic Year

This contractual Agreement is entered into between the Gooding School District #231, herein referred to as "The District" and Pro Active Advantage, LLC (DBA: Pro Active Behavioral Health), herein referred to as "Contractor."

Whereas, the Contractor is a duly licensed provider in good standing, and is qualified and able to provide related services to the District's students.

It is hereby agreed by both parties that:

Duration of Agreement:
The period of this contractual agreement will commence on the 1st day of August 2026 and remain in effect for one (1) calendar year, unless otherwise amended by both parties. This contractual agreement is contingent upon the availability of funds of the district. This contractual agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the contractual agreement shall be renewed annually.

Relationship of Parties:
In performing services under this contractual agreement, the contractor is, and shall be at all times, an independent contractor of the district. Nothing herein is to be construed as establishing an employer-employer relationship.

Services to be Rendered:
The provider shall render the professional services enumerated in the Summary of Services, attached hereto and made a part of this contractual agreement as if set forth fully herein.

Record Keeping:
The contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this contractual agreement and shall provide copies of the records to the district *within ten (10) working days of the date requested.* Additionally, upon reasonable notice, the district shall have the right to review such records at any time during business hours at the contractor's office.

Confidentiality:

The provider agrees that all information regarding services provided pursuant to this contractual agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). The contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this contractual agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

Reporting of Abuse, Abandonment or Neglect:

The contractor acknowledges its obligation to comply with Idaho Code Section 16-1601, et seq. and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. The contractor also agrees to inform the district, within 24 hour of such suspicion.

Service Delivery: Time and Place

The contractor shall perform services set forth in the Summary of Services unless the parties mutually agree to a modification of the time and place of service delivery.

Coordination of Service:

To facilitate delivery of services, the District will provide:

1) Reasonable and prompt notification of meetings and other appointments in which the contractor is invited to participate.
2) Signed parental consent forms, as necessary.
3) Identifying information regarding the student.
4) Assistance in facilitation of communication between the contractor and students, parents/guardians and other providers and agencies.

Prior Approval of Services:

All services rendered by the contractor under the terms of this contractual agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures and professional codes of conduct.

Consent/Authorization to Access Educational Record Information or Protected Health Information

The District and contractor shall at all times require the written consent or authorization of the parent/guardian or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student and shall maintain the confidentiality of that information consistent with State and Federal law and regulation.

Professional Services

The services rendered pursuant to this contractual agreement will be provided by individuals who are duly licensed or certified to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. The contractor agrees that all work pursuant to this contractual agreement shall be performed in accordance with the highest professional standards. Written assurances will be provided to the district attesting that all employees who come into contact with students shall have been subject to a criminal background check at last as stringent as that required by Idaho Code 33-130 and policies of the district and have been determined to not have a criminal background inconsistent with working with children. The district shall have the right to observe services being provided to the students.

Insurance and Liability

The contractor shall be solely liable for any losses or damage resulting from the contractor's performance of any of the services covered by this contractual agreement. The contractor shall indemnify and hold harmless the district from any liability, including but not limited to, costs, expenses and attorney fees resulting from the contractor's performance of the services provided under this contractual agreement. Proof of Insurance shall be submitted to the district within (10) ten days of the date of this contractual agreement.

Assignment

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

Amendment

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

Termination

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

Additionally, the District may immediately terminate this contractual agreement, upon written notice, in the event funding for the district's program is no longer available or the specific services to the contractual agreement are modified or terminated for a student.

Default

Upon default by either party, the non-defaulting party may cancel this contractual agreement immediately, upon notice and 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 hereof, including, but not limited to, procuring substitute performance, legal fees and other losses incurred due to default.

Time of Performance

Time is of the essence in this contractual 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 the contractor or the district to insist upon strict performance of any of the terms of this contractual 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 contractor or the district.

Non-Discrimination

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation I, or otherwise subjected to, discrimination under any activity performed pursuant to this contractual agreement.

The School District responsibilities shall include:

- Respect the rights of the contractor and contracted staff.
- Provided information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, the contractors need to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual business.
- Be cooperative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of Gooding students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP Plan.

GOVERNANCE

This contractual agreement shall be governed by the laws of the State of Idaho. The contractor 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 contractual agreement.

2026 IDAHO EDUCATION LAW COMPLIANCE

To support the District's compliance during the 2026-2027 academic year, the Contractor and its assigned personnel shall follow District procedures and written directives implementing the following requirements whenever they affect services under this contractual agreement.

Moment of Silence (House Bill 623). Contractor personnel shall respect and not interrupt the District's daily 60-second moment of silence for reflection, meditation, or prayer and shall follow the schedule and procedures communicated by the District.

Artificial Intelligence (Senate Bill 1227). Any use of artificial intelligence in connection with District services, student information, documentation, communications, or educational activities shall comply with standards issued by the Idaho Department of Education and applicable District policies as they are adopted or revised. Contractor personnel shall not enter personally identifiable education records or protected health information into an artificial intelligence system unless the District provides prior written authorization and the use is permitted by FERPA, HIPAA, and other applicable law.

Social Studies (Senate Bill 1336). The Contractor acknowledges the District's responsibility to implement the required social studies curriculum. Contractor personnel shall not provide or alter academic or social studies instruction under this agreement. If contracted services intersect with classroom instruction, personnel shall follow the direction of District instructional staff and the District-adopted curriculum.
The District will provide the Contractor notice of applicable implementation policies, standards, schedules, or directives. The Contractor shall inform and, when necessary, train assigned personnel regarding those requirements and shall promptly correct any noncompliance affecting services under this contractual agreement.

ATTORNEY FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of the contractual 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 recession, forfeiture, or other termination of this contractual agreement.

DISPUTE RESOLUTION

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and the independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families.

1. An individual or agency with a concern will first contact the Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services or quality of

3. services to the Special Education Director and contractor's administrator to address these concerns.
4. These concerns will be resolved in the dialogue with the school administrator (Special Education Director) and the contractor's administrator.

COMPENSATION/BILLING

The contractor will submit, by Monday of each week, a statement of services rendered each week including the completed District's Medicaid Reporting forms. These completed

forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the district's office by the 1st of each month. Each weekly statement must include the following information for each student receiving services.

1. Student's Name
2. Description of Services provided
3. Total number of hours spent in providing professional services
4. Cost of the Services provided

The district agrees to pay the contractor at the rate of:

1. CBRS	$38.00/Hour
2. BI Paraprofessionals	$22.00/Hour
3. Intervention Specialists (Bachelor's level BI)	$38.00/Hour
4. Intervention Professional (Master's Level BI)	$48.00/Hour

Further, it is understood that the contractor will be reimbursed for services, when requested to perform such services by authorized school personnel, regardless of whether or not the service is reimbursable under Idaho Medicaid. This includes services for non-Medicaid eligible students that the contractor may be asked to provide. Services for non-Medicaid eligible students will be reimbursed the at the same rate as a Medicaid eligible student.

COMPLETE STATEMENT OF TERMS

This contractual 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 contractual agreement may not be released, discharged, or modified except by an amendment in writing signed by the duly authorized representative of the parties.

Signature Page

For

Independent Contractor Contractual Agreement for 2026-2027 Academic Year

IN WITNESS WHEREOF, the parties have executed this contractual agreement on this 4th Day of August, 2026 for the 2026-2027 Academic Year.

Angela Miller

Signature of Superintendent or Authorized Designee

Angela Miller- Director of Special Education

Printed Name of Authorized School Representative

Frank J. Knight

Signature of Authorized Designee for Pro Active Advantage, LLC

Frank J. Knight

Printed Name of Authorized Designee for Pro Active Advantage, LLC

Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees
Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

CONTRACTUAL AGREEMENT

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, **Gooding School District #231**, located in Gooding County, hereinafter referred to as the "District" and, hereinafter referred to as the "Contractor," agree to the following for the **2026-2027** school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 plan, and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.08.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide psychology services to the District's students as required by 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.954;

It is hereby agreed that **KD School Psychology, LLC (Kathryn Dahlstrom)** shall:

I. Agree to provide psychological services, including participation in the referral process (RTI, MDT, etc.), assessments, diagnostics, reports, and eligibility determinations, based on the psychologist's availability to the District for two on-site days per week (eight-hour days). One of these days may be remote if necessary and mutually agreed upon. Meetings are to be attended in person but may be conducted via phone or virtually if needed.

II. Additional related responsibilities to be provided by the Contractor include:

Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees
Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

a. Provider will submit a W-9 form to be kept on file at the District Office. Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance, and other costs related to self-employment.

a. Subject to a criminal background check, which is necessary for all employees and contractors working in public schools

b. Sign in and out of the school each visit

c. Adhere to District's schedules, policies, and administrative requests

d. Notify director of special education when absent (preferably with at least a one-day notice)

e. Submit to the District on a weekly basis all Service Detail Reports (SDRs) or other activity records

f. Submit to the District on a monthly basis any invoices for services rendered

III. The Contractor further agrees to provide the District with the following:

a. Verification (hard copy) of licensure and/or certification in rendering psychology services to a school

b. Verification (hard copy) of liability insurance policy

c. Verification (hard copy) of background check

IV The Contractor and the District agree to comply and abide by all pertinent statutes of the State of Idaho and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference, incorporated in and made a part of this Contractual Agreement as though set forth therein.

V. The District agrees to pay the Contractor the amounts computed as follows:

- Hourly Psychology Services Rate -- $85 per hour.
- Travel expense reimbursement -- $170 each day traveled to the district.
- Mileage for 120 miles at mileage reimbursement of 72.5 cents per mile = $87.00 per travel day.

Gooding Jt. School District #231 shall be responsible for providing the necessary assessment protocols.

VI. The District shall pay the Contractor upon submission of an invoice on the following schedule:

Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees
Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

a. All payments for services rendered by the Contractor are expected within one month of service, with remittance not to exceed 30 days.

VII. Other specific contractual arrangements include:

a. The District is willing to coordinate access to the electronic special education database, which houses all due process forms and required paperwork and documentation known as EdPlan IEP for management of the documentation related to the psychology services the Contractor provides to the District.

VIII . The Agreement may be terminated by the mutual written consent of all parties. Upon termination, the Contractor shall stop services. The Contractor shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.

In Witness Whereof, the parties hereto have caused this instrument to be executed in their names by the proper officials pursuant to approval of their respective boards.

For the District:

Signature

Director of Special Education
Title or Position

Date: 4.20.26

For the Contractor:

Signature

School Psychologist
Title or Position

Date: 4.20.26

SERVICE PROVIDER AGREEMENT

PHYSICAL THERAPY SERVICES

THIS AGREEMENT, entered into on this 20th day of April, 2026, between STEPPIN' STONES THERAPY, PLLC, 932 Starlight Loop, Twin Falls, Idaho, (hereinafter referred to as "Service Provider") and GOODING SCHOOL DISTRICT, Gooding, Idaho (hereinafter referred to as "District") for the calendar school year 2026-2027;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of the Agreement will commence on the first day of school, 2026 and remain in effect until the last day of school, 2027.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Service Provider is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY

Service Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identify and the nature of services rendered, shall be confidential. Service Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by the District, without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Service Provider acknowledges its obligation to comply with Idaho Code § 16-1601, et seq. and report, within 24 hours, any suspected abuse, abandonment or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Service Provider also agrees to inform the District within 24 hours of such suspicion.

ARTICLE 5. COORDINATION OF SERVICES

To facilitate delivery of services, the District will provide:

1) Reasonable and prompt notification of meetings and other appointments in which the Service Provider is expected to participate;

2) Space for all therapeutic activities to take place in;

3) Signed parental consent forms, as necessary;

4) Identifying information regarding the client and the parent/guardian; and,

5) Reasonable assistance in facilitating communication between the Service Provider and clients, parents/guardians, and other providers and agencies.

ARTICLE 6. INSURANCE AND LIABILITY

Service Provider shall be solely liable for any losses or damages resulting from Service Provider's performance of any of the services covered by this Agreement. Service Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorneys' fees resulting from Service Provider's performance of the services provided under this Agreement. Proof of insurance and licensure to provide PT services in the state of Idaho shall be submitted to the District within ten (10) days of the date of this Agreement. Service Provider will also submit a W-9 form to be kept at the District office in adherence to the District's policies.

ARTICLE 7. AMENDMENT/TERMINATION

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. Additionally, either party may terminate this Agreement upon 30 (thirty) days written notice.

ARTICLE 8. NON-DISCRIMINATION

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

ARTICLE 9. SCOPE OF SERVICES

Steppin' Stones Therapy, PLLC will provide the following services in PHYSICAL THERAPY for the Gooding School District:

1. Diagnostic services for children referred for physical therapy services by school personnel.

2. Therapeutic services on school campus for children diagnosed as having delayed or disordered gross motor or physical abilities with regards to physical therapy.

3. Consultative services for parents and school personnel with respect to therapeutic management and progress of the child.

4. Documentation of evaluations and therapy progress as required by the Idaho State Department of Education.

5. Be responsible for attending pertinent annual reviews, Child Study Team/IEP Meetings during therapist's regular hours.

6. The services will be provided as needed, a specific schedule to be developed jointly by the District and Clinical personnel.

7. Other services as agreed upon between parties.

ARTICLE 10. ALLOWABLE COSTS FOR SERVICE

Gooding School District, through its Board of Trustees, shall arrange appropriate payment to Steppin' Stones Therapy, PLLC as follows:

The fee for the above noted service shall be:

1. $85.00 per contract hour and $0.725 per mile round trip between Twin Falls and the Gooding School District.

2. Contract hours will include evaluations, therapy, screenings, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, training, consultation time and time escorting students to and from the classroom.

3. Payment for the previous month's services will be made promptly following the next scheduled Board Meeting. A service fee of 1.5% will be added to any invoice not paid within 30 days of the invoice date.

4. Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.

ARTICLE 11. BILLING

Service Provider will submit a monthly statement of services rendered each month by the first Wednesday of each month. If requested by the District, each itemized monthly statement can include a) student's name; b) description of services provided; c) total number of hours spent in direct services and administrative time; and d) cost of services provided.

DATE April 20, 2024

Angela Miller, Director of Special Education

Gooding School District

DATE 4/22/2026

Donald Hill, PT

Steppin' Stones Therapy, PLLC

PRIMARY THERAPY SOURCE

GOODING SCHOOL DISTRICT
Service Provider Agreement
For Special Education Related Services

Behavioral Intervention Services

School Contact Person: **Angela Miller, Special Education Director**
David Carson, Superintendent

Service Provider: **Primary Therapy Source, LLC**
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com

Intervention Specialists: Patricia Mendes IS

Registered Behavioral Technicians: Cortney Fernandez, EBM Paraprofessional

Proof of Liability Insurance: Healthcare Providers Service Organization
Purchasing Group Policy # 0265758932

THIS AGREEMENT, entered into this date, August 1, 2026, by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and GOODING SCHOOL DISTRICT.

The Service Provider desires to provide and GOODING SCHOOL DISTRICT desires to purchase behavioral intervention services for special education students.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **Term:** This Agreement shall commence on August 1, 2026 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **Service Provider Responsibilities:** Provide Behavioral Intervention services for students in the Gooding School District as a result of referrals from the district, which occur during

school hours. The Service Provider shall provide behavioral interventions in accordance with the students IEP accommodations. Therapists will also be responsible for providing the required documentation of services for Medicaid billing compliance according to the state law and school regulations.

3. **District Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, allow for service providers supervisor to come into the education space to conduct state required supervisions. Special Education Personnel will help arrange for space, any necessary forms, and keep patient information in Special Education Student files.
4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of $40.00 per hour for RBT's and $40.00 for Intervention Specialists and $0.73 per mile round-trip travel between Twin Falls and the Gooding schools. Time traveled among schools in the school district is also billed at the contract rate. A monthly billing will be submitted to Gooding School District stating the dates of service and students served.
5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.
6. **Non-Solicitation:** Gooding School District agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.
7. **Lost Wages:** Gooding School District will be responsible for communication with the Service Provider on days in which school is closed due to unforeseen circumstances. In the event that the Service Provider is not notified prior to arrival on campus, Gooding School District will agree to pay the set amount of mileage at $0.73 and ½ the hourly billing rate of $20hour for hours that therapist would have been at school.

For the District:

Angela Nile
Signature

Director of Special Education 8-6-26
Title or Position **Date**

Service Provider:

Trish Howard DPT
Primary Therapy Source, LLC
Signature: Jan Yingst, MPT, PCS
Or Trish Howard, DPT, GTS, CCVT
TITLE Physical Therapist/ LLC Managing Member

co-owner 7/2/26
Title or Position **Date**

QUEST CPAs PLLC
www.qcpas.com

AUDIT ENGAGEMENT LETTER – SUMMARY TERMS

March 8, 2026

Governing Board and Management

Gooding Joint School District No. 231
507 Idaho St
Gooding, ID 83330

Services – We are pleased to confirm our understanding of the audit and related services we are to provide Gooding Joint School District No. 231 (the School) for the years ended June 30, 2026, 2027, and 2028 as detailed on the following pages.

Timing – Audit scheduling/planning is done in May-June, audit yearend work is performed in July-September (at a mutually agreeable time), and the audit report is completed shortly thereafter (normally within two weeks of the yearend audit date).

Prices – We agree that our prices for these services plus any out-of-pocket costs will not exceed:

Service	Description	FY26	FY27	FY28
Financial Audit & Single Audit	*Financial audit required by Idaho Code. Additional compliance/single audit needed when you spend $1,000,000 or more in federal funds.*	$12,500	$13,100	$13,700
Add'l Services	*Additional services only if needed - see Appendix A.*			

We appreciate the opportunity to be of service to you and believe this 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 below and return a scanned/emailed copy.

Very truly yours,

Quest CPAs PLLC

Response – This letter, including the attached detailed terms, correctly sets forth the understanding of the School.

Management signature/title: Lisa Storgum Date: 4/15/26

Governance signature/title*: [signature] Date: 4-14-2026

**If the governing body delegates this authorization to management, the governance signature is not required.*

AUDIT ENGAGEMENT LETTER – DETAILED TERMS

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the School as of and for the years ended listed in the above Audit Engagement Letter – Summary Terms section. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), to supplement the School'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, and historical context. As part of our engagement, we will apply certain limited procedures to the School's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). 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. If supplementary information other than RSI accompanies the financial statements, we will subject it 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 the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements. Provisions described in this engagement letter relating to a Single Audit, the Uniform Guidance, or the schedule of expenditures of federal awards only apply when the School is subject to a Single Audit.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of any supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statues, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable 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 waste and abuse is subjective, *Government Auditing Standards* do not

expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or 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, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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 or major programs. However, we will inform 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. We will include such matters in the reports required for a Single Audit. 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning. According to GAAS, significant risks include management override of controls. In addition, significant risks include cash misstatement which could occur should funds not being deposited or disbursed properly, revenue/receivable misstatement which could occur should revenue/receivables not be recorded/allocated properly, and disclosure misstatement which could occur should disclosures be incomplete or not match financial statement information. Accordingly, we consider these significant risks. Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. 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*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. 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, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the School's compliance with provisions of applicable laws, regulations, contracts, and agreements, including

grant agreements. However, the objective of those procedures 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*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the School's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the School's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) 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, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management 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 of each opinion unit 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 entity 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 entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;

promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan and make them ready for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards 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 schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (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 (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). 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 (4) 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 Scope and 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 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.

Other Services

We will also assist with preparing the financial statements, schedule of expenditures of federal awards, and related notes of the School in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on the information provided by you. We may also assist with preparing certain tax forms if requested 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. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and tax forms 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.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, related notes, tax forms, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards, related notes, tax forms, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, and tax forms 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 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.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (when applicable) that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the School; 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.

The audit documentation for this engagement is the property of Quest CPAs PLLC 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 the cognizant/oversight agency or its designee, 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 Quest CPAs PLLC 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 by the cognizant/oversight agency. If we are aware that a federal awarding agency, pass-through entity, 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.

Kurt Folke, Dan Coleman, or Tim Hoyt will be the engagement partner and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our invoices will be rendered each month as work progresses and are payable on presentation. The prices are 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 price estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our audit of the School's financial statements and our Single Audit. Our reports will be addressed to the governing board of the School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions 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 issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) 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 or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available if needed.

Service	Description	FY26	FY27	FY28
AFRA for new bond, loan, & long-term lease issuances	*For new bond, loan, and long-term lease issuances, providing assistance with proper accounting (i.e. appropriate journal entries, using correct funds), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.*	$950	$950	$950
AFRA for bond, loan & lease refinances & current refundings	*For bond, loan, and long-term lease refinances/current refundings, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.*	$950	$950	$950
AFRA for bond advance refundings (these are the more complex refundings)	*For bond advance refundings, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.*	$1,850	$1,850	$1,850
AFRA for GASB 75 OPEB (only if you implement this GASB)	*For GASB 75 OPEB, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures and RSI), and auditing.*	$1,850	$1,850	$1,850
MD&A document (only if you include this document)	*For MD&A (management's discussion and analysis document), providing assistance with proper document format/elements and performing required procedures.*	$1,000	$1,000	$1,000
Bond ratios (only if you include these in the note disclosures)	*For bond ratios (that you include in the financial statement note disclosures), providing assistance with proper format/computation, note disclosure, and auditing.*	$800	$800	$800
Assistance with preparing yearend accrual entries	*Assistance with preparing yearend accrual entries to ensure books are recorded in accordance with GAAP. Note: Minor adjustments (up to 5) are provided free as well as instructions on how to prepare these yearend adjustments yourself.*	Billed at Standard Hourly Rates	Billed at Standard Hourly Rates	Billed at Standard Hourly Rates

Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees
Chairman: Lenny Gillette | Vice Chair: Deborah Balch
Chad Loveland | Lonnie Edwards

Registered Nursing Services CONTRACTUAL AGREEMENT

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, Gooding School District #231, located in Gooding County, hereinafter referred to as the "District" and, hereinafter referred to as the "Contractor," agree to the following for the 2026-2027 school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 plan, and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.08.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide Registered Nursing services to the District's students as required by 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.954;

It is hereby agreed that Rachel Rogers shall:

Therefore, Gooding School District #231, located in Gooding County (hereinafter referred to as the "District"), and Rachel Rogers (hereinafter referred to as the "Contractor"), agree to the following for the 2026–2027 school year:

I. Scope of Services
The Contractor shall provide nursing services, including but not limited to:

- Conducting personal care evaluations for students requiring assistance with personal care services
- Developing, reviewing, and maintaining Personal Care Plans (PCPs) for students receiving personal care services
- Providing consultation regarding medical plans for students at school, as requested
- Attending Individualized Education Program (IEP) meetings upon request of the District to provide input on health-related services and supports

- Providing services to special needs students in the absence of the school nurse, as directed by the District
- Attending field trips to support students requiring personal care services, as arranged in advance
- All services will be scheduled in advance and provided on an as-needed basis, based on mutual availability

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II. Responsibilities of the Contractor
The Contractor shall:

- Maintain all professional licensure, continuing education, and professional liability insurance required to lawfully perform RN services in a public school setting
- Be responsible for all costs related to mileage, fuel, vehicle maintenance, and insurance
- Receive reimbursement for travel occurring outside of Gooding, Idaho at the current federal mileage reimbursement rate
- Be responsible for payment of all personal income taxes, Social Security, Medicare, and any other required withholdings; the Contractor is an independent contractor and not an employee of the District
- Submit a detailed, itemized invoice at the end of each month for services provided, including any required Medicaid documentation or paperwork
- Provide services in accordance with all District policies and state and federal laws applicable to public school health services
- Adhere to the district's schedules. Policies and administrative requests

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III. Compensation
The District agrees to compensate the Contractor as follows:

- Hourly Rate: $30.00 per hour for services provided not to exceed 30 hours per month
- Mileage Reimbursement: At the federal mileage rate, for miles driven outside of Gooding, Idaho

Invoices shall be submitted monthly, and the District shall remit payment within 30 days of receipt of invoice.

Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees
Chairman: Lenny Gillette | Vice Chair: Deborah Balch
Chad Loveland | Lonnie Edwards

IV. Required Documentation

The Contractor agrees to provide the District with the following documentation prior to initiating services:

a. Hard copy of active Idaho RN license
b. Completed W-9 form for payment processing
c. Completed criminal background check clearance, if required by District policy

V. Termination Clause

This Agreement may be terminated by mutual written consent of both parties. Upon termination, the Contractor shall cease providing services. The District shall compensate the Contractor for services rendered through the date of termination upon receipt of an invoice submitted within 60 days of termination.

VI. Legal Compliance

The Contractor and the District agree to comply with all applicable statutes of the State of Idaho and any rules and regulations prescribed by the Idaho State Board of Education, which are hereby incorporated into this Agreement by reference.

In Witness Whereof, the parties hereto have executed this Agreement through their authorized representatives:

For the District:
Signature: Angela Miller
Name / Title: Angela Miller/Director of Special Education
Date: 8-20-26

For the Contractor (RN):
Signature: Rachel Rogers, RN
Name / Title: Rachel Rogers, Registered Nurse
Date: 08/20/2026

SLP School Contract for 2026-2027 School Year

Aria Speech Therapy Services LLC ("Company") and the Gooding School District #231 ("School") (each a "Party" and both the "Parties") mutually agree as follows:

1. A licensed speech-language pathologist or certified speech-language specialist affiliated with the Company will provide speech-language services to the School beginning August 10, 2026 and continuing until May 28, 2027.

2. "Speech-Language Services" are:
   2.1. Duties assigned by the district for which the speech-language pathology personnel is properly certified and endorsed.
   2.2. Any, all or some of the following:
      2.2.1. Screening of speech-language disorders.
      2.2.2. Diagnosis/evaluation of speech-language disorders.
      2.2.3. Treatment of speech-language disorders.
      2.2.4. Preparation of materials necessary for such treatment.
      2.2.5. Record keeping and documentation.
      2.2.6. Report writing.
      2.2.7. Billing for Medicaid reimbursement.
      2.2.8. Providing speech-language RTI support.
      2.2.9. Writing speech-language IEP goals and objectives.
      2.2.10. Consultation with school officials and families.
      2.2.11. Attendance at IEP and other meetings as necessary.
      2.2.12. Supervision of speech-language assistants.
      2.2.13. Collaboration and communication with IEP team members.

3. Compensation
   3.1. Company shall be compensated $80 per hour for all speech-language services provided in one monthly payment for all the billable hours.
   3.2. Hours worked will be reflected on a time-sheet that will include the total of billable hours for each monthly period in which speech language services are performed. Billable service time will include both direct (eg. evaluations and therapy) and indirect services (eg. documentation, IEP meeting attendance, etc.).
   3.3. All amounts payable under this Agreement shall be paid directly to the Company.
   3.4. The service time will depend on the need and request of the district. District shall pay such bill within 30 days of billing.
   3.5. Invoices are due to the school district by the second Tuesday of each month. Invoices shall be accompanied by supporting documentation/records of all services rendered.

4. Company Responsibilities

4.1. Company shall provide Speech-Language Services to a standard of quality typical of professionals in the speech-language industry.

4.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.

4.3. Company shall carry professional liability insurance with a minimum policy limit of $1 million per occurrence and $3 million aggregate. Company shall provide proof of professional liability insurance annually to the School.

4.4. Company shall maintain proper professional certification including ASHA (Certificate of Clinical Competence) CCCs, and Idaho state license. Proof of these certifications shall be provided yearly.

4.5. Company's services will be rendered completely remotely via teletherapy.

4.6. Company will supply all the necessary online therapy and testing materials necessary for treatment and evaluation.

5. School Responsibilities
   5.1. School will provide a clean, quiet and private treatment space in order to support services required by the Company.
   5.2. School district will make available to the best of its ability adequate working space and equipment as determined by the special education director to enable the Company to carry out services provided for this agreement.

6. General Terms.
   6.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or a scanned copy and shall be deemed original.

   6.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both Parties.

   6.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.

   6.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Idaho, without giving effect to its choice of law rules.

6.5. The intent of both parties to the agreement that either party will bring up issues for discussion that need to be addressed and resolved in a timely manner. The special ed director of Gooding School District #231 and owner of the Aria Speech Therapy Services LLC will meet on as needed basis for discussion of issues and satisfaction related to their agreement.

6.6. Any modifications of this agreement shall be effective only if upstate in writing and signed by both parties.

6.7. The parties acknowledge that in the performance of this Agreement, each may have access to patient medical records and other protected health information, the confidentiality of which is protected by law. Neither party nor its agents shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other party in writing, any patient or medical record information. Both parties shall comply with all federal and state laws and regulations, and all rules, regulations, and policies regarding the confidentiality of such patient information. The parties further acknowledge that each may be a "covered entity" and/or "business associate" under the Health Insurance Portability and Accountability Act (HIPAA). Each party represents and warrants to the other that it is or will be in compliance with the privacy provisions of HIPAA as found under 45 CFR, parts 160 and 164, standards for privacy or individually identifiable health information, commonly known as the "Final Privacy Rule," and each party shall cooperate with the other in implementing such business associate agreements or other agreements as HIPAA may require.

6.8. In the event any actions are brought to enforce the terms of the agreement, the prevailing party shall be entitled to recover attorney fees as cost of court.

6.9. This agreement/contract between Gooding School District #231 and Aria Speech Therapy Services LLC may be canceled, by either party to this agreement, with written notice having been received a minimum of 30 working days prior to termination of the agreement.

Authorized Signature for the School/District — Date: 4/20/26

Cassandra Arias

Owner of Aria Speech Therapy Services LLC — 04/23/2026

Aria Speech Therapy Services — Date

SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN GOODING COUNTY SHERIFF AND GOODING JOINT SCHOOL DISTRICT 2026-2027 SCHOOL YEAR

This AGREEMENT, entered into by the **Gooding County Sheriff,** a political subdivision of the State of Idaho, hereinafter referred to as "GCS," and **Gooding Joint School District No. 231,** an Idaho school district and body corporate and politic of the State of Idaho, hereinafter referred to as "the District."

WHEREAS, the District desires increased law enforcement, community support, outreach, and crime prevention services from the County, through GCS; and

WHEREAS, GCS desires to provide such services to the District; and

WHEREAS, the parties' mutual interests can be furthered through the use of the School Resource Officer (SRO) Program of the GCS.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. This Agreement shall be for the sole benefit of the District and GCS and shall not be interpreted to benefit third parties. The relationship of the parties hereto is that of contractor and independent contractor, and it is expressly understood and agreed that each party and their officers, agents and employees do not in any way nor for any purpose, become a partner, agent, joint venture, servant, or employee of the other.

2. **POLICE PROTECTION.** GCS shall provide School Resource Officer services at the District as referenced in Paragraph 3 below, including, but not limited to: investigating and preventing crimes against persons orproperty; identifying and arresting violators of state and local laws; filing investigative reports, and other required reports or documents; patrolling; and, to a limited extent, maintaining building security, controlling traffic, and enforcing traffic laws around schools.

3. Gooding County Sheriff shall provide

    a. One (1) School Resource Officer at Gooding Joint School District serving the elementary, middle and high schools.

4. As a professional service provider and de facto member of the school management team, the SRO shall endeavor to maintain open and regular communication with the school principals and shall positively promote the school, staff, students and administration to the community. At the beginning of each school year the superintendent for the District has the authority to execute this Agreement on behalf of the District, and shall promptly bring this Agreement before the Board of Trustees for its ratification at a regularly scheduled meeting. Each school year the SRO shall meet with the superintendent to discuss expectations. In addition, on a weekly basis, the SRO shall meet with each principal. The SRO shall attend a monthly administrator/director meeting.

5. Prior to assignment, the SRO shall have basic SRO certification, or, in unexpected situations, shall obtain the same within one (1) calendar year. SRO shall obtain ongoing training pertinent to their assignment, as such training is available.

6. GCS and the District will determine how the officer performing the duties under this Agreement will be deployed, and the manner in which the services contemplated by the Agreement shall be provided. GCS will communicate to the superintendent whenever concerns or problems regarding scheduling, duties, or other items occur. The SRO shall maintain high visibility with students during break and lunch periods.

7. The Sheriff and his designated deputy has the right to exercise due discretion in the performance of this Agreement, including, but not limited to type, nature, extent, and result of any response or activity undertaken by the Sheriff and his deputy.

8. With the exception of paragraph nine (9) below, the conduct of the Gooding County Sheriff and his deputies will be governed by the GCS Policy Manual. In the event that the District's procedures conflict with the procedures set forth in the Manual, the provisions of the Manual shall prevail.

9. District and parental Notifications. Notwithstanding any other provisions herein to the contrary, the following procedures shall be used in all instances with regard to notifying the principal and/or a student's parents about the interaction of the SRO with students.
    a. When the SRO interviews a student in the course of investigating a crime, the SRO shall notify the school principal of the fact that an interview with the student was conducted, no later than the end of the school day in which the interview was conducted.
    b. In the event that a student is arrested by the SRO or if the SRO finds it otherwise necessary to remove the student from school, then the SRO shall immediately notify the principal of the school.
    c. Upon receiving notice of any of the above circumstances from an SRO, the principal shall make reasonable efforts to contact the student's parent or guardian. If contact is made, the principal may tell the parent or guardian of the student that a deputy questioned the student, removed the student from campus, or arrested the student, as the case may be, and may further state that additional information may be obtained by contacting GCS.
    d. If a student's parent or guardian contacts the principal about interviews conducted by the SRO, the principal may disclose information received by the principal from the SRO and may refer further questions to GCS.

10. **PERSONNEL.** GCS shall use one (1) suitable trained deputy in meeting this obligation herein. If scheduling conflicts occur causing the SRO to be off campus during a scheduled school day, efforts will be made to provide prior notice to the superintendent. If the SRO will be absent from the assigned school for a full or partial day the SRO shall notify the superintendent in advance or as soon as practical. The SRO will work approximately up to 42.5 hours a week.
    a. The SRO will work 7:00am - 4:00pm Monday through Thursday with a 30 minute lunch break and be expected to attend after school events, such as, but not limited to rivalry sporting events, graduation, recognition ceremonies, and family events.
    b. The SRO will follow the District calendar and may be absent from campus on holidays observed by the District.

11. During each annual performance evaluation of the SRO, the evaluating supervisor shall consult with the superintendent in preparing the evaluation.

12. SRO providing services under the terms of this agreement will wear the authorized uniform of the GCS.
13. **TERM.** This agreement is for a period commencing on or about August 10, 2026 and ending on approximately June 30, 2027 in accordance with the District's Calendar and Summer school.

14. **COMPENSATION.** As consideration for the services provided by GCS pursuant to the terms of this Agreement, the District shall pay the total sum of $90,000 to GCS in 4 installments of $22,500. The first installment shall be paid on or before 10/4/2026 and the last installment shall be paid on or before 06/30/2027.

15. **POLICY.** The parties recognize that the District may from time to time adopt policies, procedures, rules, and regulations affecting the duties of the SRO. To the extent that violation of those policies, procedures, rules, and regulations constitutes a violation of law, including breach of the peace, or a threat to public health or safety, those policies, procedures, rules and regulations will be enforced by GCS and his deputies. The SRO shall inform the superintendent of violations of school policies, procedures, rules or regulations of which he/she has personal knowledge.

16. The District agrees to provide the SRO with adequate office space and a suitable desk and chairs for the purpose of this Agreement.

17. The SRO shall provide K-9 services and coordinate them with building principal(s). This can include the K-9 doing a brief sweep of parking lots, hallways, and anywhere else the SRO and principals deem necessary.

18. It is acknowledged by the parties that the SRO acting pursuant to this Agreement are not the employees or agents of the District but rather, he/she remains the employee of GCS.

19. Cancellation or Suspension of Agreement.
    a. This Agreement may be canceled by either party for non-conformance or poor performance, on thirty (30) days written notice. If the performance defect is corrected during the thirty day period, this Agreement shall continue in full force and effect. If GCS terminates this Agreement due to the District's failure to timely correct the default in its performance, the District shall pay to GCS the consideration set out in Paragraph 14, prorated to reflect the number of full or partial weeks in which services were actually performed by GCS.
    b. This Agreement may be canceled or suspended by either party due to an Act of God, unforeseen occurrence, or any other event that renders performance impractical. For purposes of this Agreement, an Act of God shall include, but not be limited to: fire, hurricane, thunderstorm, snowstorm, flooding, disease, national or local emergency, act of terrorism or any other extreme emergency under which it is impractical for either party to perform. In the event of cancellation or suspension due to such circumstances, the District shall pay to GCS the consideration set out in Paragraph 14, prorated to reflect the number of full or partial weeks in which services were actually performed by GCS.

20. The District Superintendent has the authority to execute this Agreement on behalf of the District, and shall promptly bring this Agreement before the Board of Trustees for its ratification at a regularly scheduled meeting.

21. This agreement shall be interpreted in accordance with the laws of Idaho.

22. This agreement may be modified only by a mutually executed written addendum signed by the District Superintendent and the Gooding County Sheriff.

23. This superintendent will be the designee to contact in the event the SRO cannot contact the building principal when required pursuant to this Agreement.

24. Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed via the USPS, addressed as follows:

David Carson Superintendent 507 Idaho Street Gooding, ID 83330	Shaun Gough Gooding County Sheriff 624 Main Street Gooding, ID 83330

IN WITNESS WHEREOF, the parties hereto appear to cause this instrument to be executed through duly enacted resolution of the governing bodies of both parties.

DATED this ___ day of _____

GOODING COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner

ATTEST:
GOODING COUNTY CLERK

GOODING COUNTY SHERIFF

Shaun Gough

GOODING JT SCHOOL DISTRICT #231

David Carson
Superintendent

Lenny Gillette
Chair, Board of Trustees