



STATE DEPARTMENT OF EDUCATION
VENDOR SERVICE AGREEMENT

This agreement ("Agreement") is made this 1st day of July, 2014, by and between the Idaho State Department of Education ("SDE") and Jerome School District # 261 ("Contractor").

Whereas, the SDE desires to engage the Contractor, through its employee designated in Section 1 of this Agreement, to perform certain services, pursuant to the terms and conditions stated in this Agreement.

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

1. Services to be rendered. The SDE desires that the Contractor perform, through its designated employee, Paula Tillquist, and the Contractor agrees to perform, in addition to any other work as may be directed by the SDE, the following:

Task 1: Research and compile current practices in use in Idaho and the United States related to effective professional development activities for Idaho Core, or Common Core State Standards implementation; report to the SDE's Content Director regarding those practices by August 1, 2014; provide in the report an evaluation of which of those practices, or parts of practices, if any, constitute "best practices."

Task 2: Contact each district in their designated Educational Region, as determined by the SDE, and enlist and obtain commitment from district approved teacher leaders to function as District Idaho Core implementation specialists. Build, nurture and maintain effective working relationships with key educators from all districts in their designed Educational Region.

Task 3: Engage in the collaborative creation of professional development activities and regimens and the implementation of those activities in their designated Educational Region and statewide, including sufficient travel needed for success related to building a coherent cadre of effective teacher leaders to replicate this training.

Task 4: Engage in the ongoing collaborative creation and development of professional development regimens and activities centered on the Idaho Core specifically targeting administrators and create plans to disseminate in their designated Educational Region and statewide, including sufficient travel needed for success related to building this cadre of effective administrators.

Task 5: All training developed will be delivered in a coherent, effective manner as directed by the Idaho Core Regional English Language Arts (ELA)/Literacy Coach team and approved by the Content Director or designee.

Task 6: Build an effective model for in-district, on-site monitoring of Idaho Core Implementation in their designated Educational Region and statewide to support the ongoing, consistent and comprehensive professional development centered on the Idaho Core Standards and engage in the implementation of this model.

Task 7: Participate in bi-weekly meetings with the SDE and the Content Director or designee to plan strategically, organize, plan and evaluate the activities undertaken by the Idaho Core Regional ELA/Literacy Coach Team.

Task 8: To voluntarily participate in ongoing individual professional development of up to 5 days. The reasonable costs of this professional development will be covered upon prior approval. Attendance of additional professional development shall be at the expense of the employee and personal days must be used for the time spent on the additional professional development.

Task 9: To engage in and support other SDE sponsored activities or with strategic partners that provide coherence and synchronicity to the SDE's overall implementation plan for Idaho Core Standards.

Task 10: To provide an ongoing log of daily activities related to Idaho Core Implementation and submit said log to the Content Director or designee on a monthly basis.

Task 11: Evaluations will be completed for all formal professional development activities such as but not limited to workshops and classes throughout the course of work covered by this agreement and made available to the Content Director or designee.

The Contractor shall perform the services described above during the period of July 1, 2014, through June 30, 2015.

2. Terms of payment. The SDE shall pay the Contractor pursuant to this Agreement a total sum of not to exceed \$78,401.00 annually (inclusive of both salary and benefits). In return the Contractor shall provide the designated employee identified in Section 1 (a full-time 1 FTE resource) to satisfy the deliverables of this Agreement. In addition, the Contractor shall be reimbursed for expenses preapproved by the SDE at the current State of Idaho rates, *including \$50.00 per month for cellular telephone reimbursement for the designated employee's cellular telephone number published on the SDE website. The Contractor shall include a copy of the designated employee's first page of his/her cellular phone bill with each invoice.* The Contract should include a copy of the designated employee's first page of their cellular phone bill with their monthly reimbursement request. In order to be paid, the Contractor shall submit an invoice monthly to SDE. The Contractor shall submit with each invoice the work performed, documentation of reimbursable expenses as allowed by this Agreement, and any documentation or deliverable due under this Agreement not previously provided to the SDE (i.e.: reports, evaluations, etc.). Payment shall be made within a reasonable time after the Contractor's invoice has been received and approved by the SDE.

3. Contractor's performance. All work done by the Contractor shall be of the highest professional standard and shall be performed to the SDE's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Contractor, with the SDE being interested only in the results obtained. The SDE and Contractor agree that the Contractor is a "Contractor" as defined by law as to all work performed under this Agreement.

4. Contractor's status. The Contractor's status under this Agreement shall be that of an Independent Contractor, and not that of an agent or employee. The Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The Contractor shall indemnify the SDE and State of Idaho and hold them harmless from any and all claims for taxes (including, but not limited to, social security taxes), penalties, attorney's fees and costs that may be made or assessed against the SDE or State of Idaho arising out of the Contractor's failure to pay such taxes, fees or contributions. The Contractor warrants and represents that the Contractor has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for the Contractor to perform the work as set forth in this Agreement.

5. Reimbursement of expenses. SDE shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing by the SDE.

6. Equipment, tools, materials, or supplies. The Contractor shall supply all equipment, tools, materials or supplies to accomplish the work to be performed at the Contractor's sole expense.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the State of Idaho, as well as the SDE, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Contractor's acts or omissions in the performance of services under this Agreement.

9. SDE not responsible for worker's compensation. Because the Contractor is engaged in a contracting business and is not an employee of the SDE, SDE will not obtain worker's compensation insurance for the Contractor or the Contractor's employees. The Contractor agrees to obtain worker's compensation coverage as required by law for the Contractor and the Contractor's employees and to furnish a copy of the Contractor's certificate of worker's compensation insurance to the SDE upon the SDE's demand.

10. Term of agreement. This Agreement's term shall begin on the date hereof and shall remain in force until the date by which the Contractor is to have completed all work, or until terminated by the SDE, whichever occurs first. The SDE may terminate this Agreement upon material breach of contract and following ten (10) days of notice to Contractor, specifying the date of termination. Upon termination pursuant to this section, all obligations of the parties shall cease and the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the SDE.

11. Effect of termination. Upon termination by the SDE, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the SDE any property provided by the SDE pursuant to this Agreement; and (c) deliver or otherwise make available to the SDE all data, reports, estimates, summaries and such other information and materials as may have been prepared or accumulated by the Contractor in performing this Agreement, whether completed or in process. Upon termination by the SDE, the SDE may take over the work and may award another party a contract to complete the work contemplated by this Agreement. Notwithstanding a termination, the Contractor's obligations, if any, to provide follow-up services on work currently in progress shall remain in effect until such services are completed.

12. Notices. Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address. Either party may change its address by giving notice of the change in accordance with this paragraph.

13. No authority to bind SDE. The Contractor has no authority to enter into contracts or agreements on behalf of the SDE. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the SDE and Contractor in any respect.

14. Confidentiality. Any and all reports, analyses and data, whether statistical or otherwise, transmitted to the SDE by Contractor shall become the property of the SDE for such uses as it shall deem appropriate and shall not be disclosed to any person without prior written consent of the SDE. In addition, except as may be required by applicable law or in any governmental or judicial proceeding or inquiry, and then only upon timely notice to the SDE, Contractor shall maintain strict confidence with respect to the SDE and all of its services under this Agreement. The SDE may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. This obligation shall survive termination of this Agreement.

15. Public records. Pursuant to Idaho Code section 9-335 et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption. The Contractor agrees to indemnify and defend the SDE for honoring such a designation. The failure to designate any document that is released by the SDE shall constitute a complete waiver of any and all claims for damages caused by any such release. If a Public Records Law request is made for materials claimed exempt, the Contractor claiming the exemption shall provide the legal defense for such claim.

16. Records and audits.

(a) The Contractor shall maintain a complete file of all records, documents, communications and other written materials that pertain to the delivery of goods or services under this Agreement and shall maintain such records for a period of five (5) years after termination of this Agreement or final payment, whichever is later, or for such further period as may be necessary to resolve any matters that may be pending.

(b) The Contractor shall permit the SDE or any duly authorized agent of the SDE to audit, inspect, examine, excerpt, copy or transcribe the Contractor's records during the term of this Agreement and for a period of five (5) years following termination of this Agreement or final payment, whichever is later, to assure compliance with the terms of this Agreement or to evaluate Contractor's performance under this Agreement. The Contractor shall also permit the SDE or its agent to monitor all activities conducted by it pursuant to this Agreement. As the monitoring agency may determine in its sole discretion, such monitoring may include internal evaluation procedures, examination of data, special analyses, on-site checks or other reasonable procedures.

17. Assignment. The Contractor may not assign this Agreement without the prior written permission of the SDE.

18. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

19. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the SDE and the Contractor.

20. Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the SDE and the Contractor. This Agreement may not be modified without the written consent of the Parties.

21. Attorneys' fees. In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

22. Applicable law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

23. Legal compliance. The Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

24. Sufficient appropriation by Legislature required. The parties understand and agree that the SDE is a governmental entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The SDE reserves the right to terminate this Agreement, or any order placed under it, in whole or in part, if in the SDE's sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the SDE to continue payments or requires any return or "give-back" of funds required for the SDE to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdback in the SDE's spending. Any such termination shall take effect on ten (10) days notice to Contractor by the SDE and be otherwise effective as provided in this Agreement. It is understood and agreed that the SDE's payments provided for under this Agreement shall be paid from legislative appropriations.

25. Officials, agents and employees of SDE not personally liable. The Parties agree that in no event shall any official, officer, employee or agent of the SDE or State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the SDE shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

26. Force Majeure. Neither party to this Agreement shall be liable for or deemed to be in default for any delay or failure to perform under this Agreement if such delay or failure to perform results from act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

27. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

28. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

29. Criminal Background Check. This Agreement is contingent upon Contractor, its employees, agents or representatives, that may come into contact with Idaho public school children when performing any duty required by this contract, submit to a criminal background check. Contractor, its employees, agents or representative shall bear the cost of the criminal background check. Said criminal background check results shall be submitted to the SDE prior to performance of this contract. Failure of the Contractor, its employees, agents or representatives to submit to a criminal background or failure to pass a criminal background check shall constitute a material breach of the Agreement and the SDE reserves the right to terminate this contract without incurring any liability for payment to Contractor.

State Department of Education
650 West State Street
P.O. Box 83720
Boise, ID 83720-0027

By: _____

Title: Superintendent or Chief of Staff

Date: _____

ATS
06/26/13

School District

Contractor Signature



Contractor Tax ID No.:

82-6003634

Contractor Address:

125 4th Ave West
Jerome, ID 83338

Date of Signature:

6-20-14

Revised 9/2012