



PresenceLearning

Service Order Form

Customer Name and Contact Information

Name: Bonneville Joint School District 93 - ID
Address: 3497 N AMMON RD IDAHO FALLS, ID

Customer Primary Point of Contact

Name: Julian Duffey
Email Address: duffeyj@d93.k12.id.us

Customer Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Sarah Finney
Email Address: sarah@presencelearning.com

Service Order Form

1. Services

Service	Student Quantity	Price per Service	Service Total
Service License - SLP	300	\$1,435.00	\$430,500.00
Service License - OT	0	\$1,435.00	\$0.00
Service License - BMH	0	\$1,435.00	\$0.00

2. Assessments

Service	Student Quantity	Price per Service	Service Total
SLP Assessment	0	\$375.00	\$0.00
OT Assessment	0	\$375.00	\$0.00
BMH Assessment	0	\$500.00	\$0.00
Assessment Bilingual SLP	0	\$500.00	\$0.00
Screenings by SLP	0	\$55.90	\$0.00
Screenings by OT	0	\$55.90	\$0.00
Screenings by SLP BI	0	\$55.90	\$0.00
Evaluation Review of Records by SLP	0	\$357.90	\$0.00
Evaluation Review of Records by OT	0	\$357.90	\$0.00
Evaluation Review of Records by BMH	0	\$357.90	\$0.00

3. Psychoeducational Assessments

Service	Student Quantity	Price per Service	Service Total
Evaluation Coordination and Reporting	0	\$225.00	\$0.00
Review of Records by School Psychologist	0	\$225.00	\$0.00
Cognitive Selected Index	0	\$115.00	\$0.00
Processing Selected Index	0	\$115.00	\$0.00
Achievement Selected Index	0	\$115.00	\$0.00
Rating Scale Assessment	0	\$115.00	\$0.00
Classroom Observation	0	\$75.00	\$0.00
Achievement Standard Battery	0	\$215.00	\$0.00
Long Cognitive Battery	0	\$215.00	\$0.00
Additional Assessment by School Psychologist	0	\$215.00	\$0.00
Standard Processing Battery	0	\$215.00	\$0.00
Additional Requested Meetings	0	\$115.00	\$0.00
School Psych Consultation	0	\$75.00	\$0.00
Translation Services	0	\$115.00	\$0.00
Short Cognitive Battery	0	\$115.00	\$0.00
Select Spanish Index	0	\$200.90	\$0.00

Service	Student Quantity	Price per Service	Service Total
Spanish Gallery	0	\$100.00	\$0.00

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Minimum Fees Per Service Order	\$430,500.00
Assessments Commitment	0
Flat Rate Assumptions	Assumed Average Therapy Prescription: 30 minutes Assumed Average Scheduled Group Size: 1.3 students
Psychoeducational Assessment Commitment	\$2,250.00
Document Camera	\$85.00 (each)
Term	July 1, 2019 through June 30, 2020

Modified Terms

ADDITIONAL TERMS

3. Inflation Adjustment. Removed.

6. **Limitation of Liability.** In no event will PresenceLearning be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if PresenceLearning knew or should have known of the possibility of such damages. PresenceLearning's cumulative liability relating to this Agreement will not exceed the actual fees paid by Customer to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. Customer acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations PresenceLearning would not enter into the Agreement. Other than with respect to (i) infringement or misappropriation of PresenceLearning's intellectual property rights pursuant to section 3 hereof, (ii) the parties' indemnification obligations pursuant to section 4 hereof, (iii) Customer's obligation to pay fees when they become due in accordance with section 2 hereof, and (iv) breach of confidentiality by Customer pursuant to section 10; Customer's cumulative liability relating to this Agreement will not exceed the actual fees paid by Customer to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000.

7. **Non-Solicitation.** Customer shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any PresenceLearning employee or contractor without PresenceLearning's prior written consent.

10. **Confidentiality** Customer understands that it may receive confidential and proprietary information relating to PresenceLearning's business. Customer agrees that the PresenceLearning proprietary information is confidential and is the sole, exclusive and extremely valuable property of PresenceLearning. It is understood and agreed that money damages would not be a sufficient remedy for any Customer's breach of confidentiality and that PresenceLearning shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by Customer in any court of competent jurisdiction. Such remedy shall not be

deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. PresenceLearning acknowledges its obligation to comply with all federal and state laws regarding privacy applicable to Services provided pursuant to this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency, and Accountability Act of 2014 (Idaho Data Accountability Act), Idaho Code Section 33-133. PresenceLearning is prohibited from disclosing any information obtained as a result of rendering Services to any individual not authorized and directed by Customer, or without the consent of the parent/guardian or the student, if 18 years of age or older. **STUDENT DATA PRIVACY AND SECURITY:** PresenceLearning covenants and represents as follows: (i) PresenceLearning agrees that all information regarding Services, 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; (ii) PresenceLearning 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; (iii) PresenceLearning agrees to restrict access to Personally Identifiable Information (PII) to only authorized staff who require such access to perform their assigned duties; (iv) PresenceLearning shall not use Student Data and PII for secondary uses including, but not limited to, sales, marketing, or advertising in any manner other than in an anonymized and aggregate format; (v) PresenceLearning agrees to indemnify and hold harmless the School District from any liability arising out of noncompliance with state and federal law regarding Student Data Privacy and Security; and (vi) PresenceLearning represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data.

PENALTIES FOR PRESENCELEARNING'S FAILURE TO COMPLY WITH STUDENT DATA PRIVACY AND SECURITY: Penalties in case of non-compliance by PresenceLearning with state and federal law or its covenants and representations regarding Student Data Privacy and Security, as set forth in this Agreement, will be assessed at the reasonable discretion of School District's Board of Trustees and may include, but are not limited to: (i) Immediate termination of any contracts with the School District without cause and for convenience, without recourse by PresenceLearning; (ii) a two-year ban on PresenceLearning's ability to contract and provide services to the School District; and (iii) any other sanction the School District's Board of Trustees deems proper and appropriate under the circumstances.

DEFINITIONS "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. "Data Breach" is the unauthorized acquisition of PII. "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. "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. "Physical Security" describes security measures designed to deny unauthorized access to facilities or equipment. "Student Data" means data collected at the student level and included in a student's educational records. "Unauthorized Data Disclosure" is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

12. Governing Law. This Agreement will be governed by the laws of the State of Idaho (without giving effect to any conflict of laws principles that provide for the application of the law of another jurisdiction).

17. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English

language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be Idaho Falls, Idaho, other than claims related to collection of fees due by Partner for Services rendered, which may be brought in any court of relevant jurisdiction.

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Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the PresenceLearning Master Services Agreement available at <https://www.presencelearning.com/tc/flat-rate/>, which is incorporated herein by reference. This Service Order and the MSA together constitute the entire agreement between PresenceLearning and Customer governing the services and products referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Service Order and the MSA, this Service Order shall govern. The signatory below represents that he or she has the authority to bind Customer to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of July 1, 2019 (Effective Date).

PresenceLearning, Inc.

By:



Name:

PAUL JENKINS

Title:

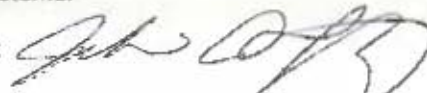
CHAIRMAN OF THE BOARD

Date:

13 JUNE 2019

Customer

By:



Name:

Julian Outley

Title:

Special Ed. Dir.

Date:

6/10/19