



CARE OPTIONS FOR KIDS ENGAGEMENT AGREEMENT

Date: 07/01/2025 (“Effective Date”)

Parties: Caldwell School District and Lewis & Clark Elementary (“School District”)
1502 Fillmore Street
Caldwell, ID 83605

Care Options For Kids (“COFK”)
4500 Cherry Creek S Dr. Suite 710
Denver, CO 80246

COFK is in the business of providing school based staffing services to school districts, and their student (s) on behalf of schools and such services that are requested by the “School District”. This Engagement Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties with respect to the subject matter of this Engagement Agreement. This Engagement Agreement is deemed to be made under and shall be governed by and construed and enforced in accordance with the laws of the state in which services are provided.

AGREEMENT:

- Services:** COFK will provide any related services to the School District and its staff and students. Such services may include evaluation, direct student services, program planning, IEP writing, and such other services as the School District may request. Additional building assignments are considered but not required services. Services may be performed by independent contractors engaged by COFK and approved by the School District. COFK desires to provide services to the School District’s students in accordance with the terms and conditions set forth in this agreement. During the term of this Agreement, COFK may provide services and products to other school districts.
- Licenses and Certification:** All COFK personnel will possess all necessary licenses and certifications to provide the services to the School District. All services will be performed at the highest professional standards. COFK will recruit, screen, and interview candidates for the positions specified by the School District.

3. **Term:** This agreement shall be effective 07/01/2025. The Schedule A will renew automatically on a yearly basis by mutual consent. The Schedule A is available to be amended as the market dictates. Any amendments must be approved by both parties before any services can begin. Engagement is not terminable except for Cause as set forth in the terms and conditions of this Agreement, or until terminated by either party in accordance with the terms of this Agreement.
4. **Travel Expenses (if applicable):** School District agrees to pay the federal per diem rate (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) when Specialist travels on-site. Current Federal Per Diem rate is \$178/night. Federal Per Diem rate subject to change throughout the school year.
5. **Invoice and Payment:** COFK will provide School District with an invoice outlining all of the services provided. The School District agrees to pay for the services performed. Invoices are due upon receipt. The School District agrees to pay interest at 1 1/2% per month if the invoice is not paid within 30 days.

Services Provided

COFK agrees to provide staffing services to the School District as specified in the attached Exhibit A ("Services & Fee Schedule"). These services may include the recruitment, selection, and placement of temporary, temporary-to-hire, and direct hire employees ("Staff") to work under the direction and supervision of the School District. COFK's relationship to the School District in performing this Engagement Agreement is that of an independent contractor. The personnel performing services under this Engagement Agreement shall be independent contractors of COFK, and not employees of the School District. The School District and the contractor will be responsible for negotiating the time and place where the services will be performed. COFK and its officers, managers, employees, independent contractors and agents are hereby authorized to perform or caused to be performed all acts associated with providing services rendered hereunder. COFK, however, is not responsible for the failure of proper performance of any third party. This Agreement shall be valid in the state in which services are provided, and the state in which each party is physically bound.

Compensation and Payment Terms

Fees: School District agrees to pay COFK fees as detailed in Schedule A ("Services & Fee Schedule").

Payment Terms: Payment is due within thirty (30) days of the invoice date. The School District's obligation for payment to COFK is independent of any reimbursement received by the School District from any other source. Payments shall be remitted to the address listed on the approved invoice. Late payments will incur a late fee of 3% per month.

Timekeeping: The School District will accurately record and approve the hours worked by the Staff and submit this information to COFK operational team on a weekly basis. (Mondays by 5:00 PM local time).

Responsibilities of the Agency

Compliance: COFK will ensure that all Staff are legally authorized to work and comply with all applicable employment laws and regulations. COFK will have conducted criminal background checks on each of its employees who provide services under this Agreement, and, with respect to its background checks, COFK agrees to adhere to the requirements specified and governed by the state and local laws.

Insurance: COFK will maintain workers' compensation insurance and any other insurance required by law for the Staff.

Responsibilities of the Client

Work Environment: The School District will provide a safe and suitable work environment for the Staff and comply with all applicable health and safety laws. The District will provide clinicians with the necessary technology, including a designated computer or laptop with teleconferencing capability and high-speed internet access. Additionally, an aide will be assigned to support each clinician, as needed. The School District will also offer additional training on district specific policies and procedures, as needed.

Liability: Under no circumstances shall COFK and/or its officers, managers, employees and agents be liable to the School District or any other person or entity for any special, indirect or consequential loss or damage, whether or not such loss or damage is caused by the fault, breach of contract, or negligence of COFK and its officers, managers, employees and agents or subcontractors. This exclusion of liability for special, indirect, or consequential loss or damage is intended to apply to damages or losses of any kind, including those damages of a "commercial" nature such as, but not limited to, loss of profits or revenue, costs of capital, damage to or loss of use of equipment or facilities or any claims of the School Districts, customers or any third party.

Buy-Out Clause

If School District wishes to hire any COFK personnel who either (a) perform Services for School District under this Agreement or (b) were first introduced to School District by COFK (each "Contracted Personnel") as an employee of COFK, School District must pay a fee to COFK equal to twenty percent (20%) of such Contracted Personnel's annualized salary. Except where prohibited by applicable law, School District may not hire any Contracted Personnel until (a) the Buy-Out Fee has been paid in full; and (b) the date of School District's solicitation of such Contracted Personnel, the Contracted Personnel in question has been performing Services for School District for a period of twelve (12) months or an entire current school year.

Severability

For purposes of Yearly Engagements contemplated under this Agreement, "Cause" shall mean: (a) one party's willful and continued failure to perform substantially the duties under this Agreement, which has not been cured within thirty days after a written demand for performance by the party requesting performance; or, (b) a party's willful engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to other party. Either Party may terminate this Agreement for any reason, without penalty, by providing the other Party with at least sixty (60) days' prior written notice of termination, in accordance with the laws of the state in which services are provided.

Should any provision of this Engagement Agreement be held void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

If any dispute, default, suit or action arises from or in connection with this Agreement or bills due under this Agreement, the prevailing party shall be entitled to recover all reasonable attorney fees, costs and expenses incurred, including without limitation, any at trial, on appeal, or in an arbitration or bankruptcy proceeding.

School District agrees to indemnify, hold harmless, and defend COFK and its officers, managers, employees, independent contractors and agents from and against any and all losses, costs, expenses, damages, or liabilities (including reasonable attorney fees) incurred or threatened to be incurred by COFK or its officers, managers, employees, independent contractors and agents by reason of or arising out of or in connection with this Engagement Agreement or the performance of services hereunder, including the negligence of COFK.

Non-Solicitation

The district agrees that, during this contracted period and for the restricted period of one (1) year following its termination, the district shall not, directly or indirectly, other than in connection with the proper performance of duties in the capacity as a district contracted with COFK, solicit, attempt to solicit or entice away from the Company any person who, at any time during the term was a clinician, healthcare professional, support staff, or other employee, customer, client or supplier of the COFK with who the party has come in contact as a result of the services provided pursuant to this Agreement.

This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section or from placing advertisements or using research firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisements or announcement of a job opening on the internet or in print).

The parties acknowledge that the restrictions contained in this section, in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the interests of each, and that any violation may result in injuries to the affected party. The parties acknowledge that in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief.

The parties acknowledge that it would be impractical and difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

The School District has the option of hiring personnel that have previously worked or who are currently working at the School through COFK for a waived placement fee. In order to qualify for a waived placement fee, Personnel must have worked a minimum of (1000) hours within the current school year through COFK at the School District. The School District must also provide immediate notification of intent to hire an appropriate contact, providing at least thirty (30) days prior written notice before canceling any personnel's current assignments, and before offering any of COFK's personnel employment at the School District.

In the event that one party breaches this Engagement Agreement, the failure of the other party to enforce any right under this Engagement Agreement shall not be deemed a waiver of any right hereunder. The rights and remedies of the parties as set forth in this Engagement Agreement are not exclusive and are in addition to any rights and remedies provided by law. No waiver of any provision of this Engagement Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making a waiver.

Care Options for Kids


School District

By:
Its:
Date:

By:
Its:
Date:

Schedule A : Fee Schedule

Invoices: COFK will invoice the School District on a monthly basis for services rendered. If required, Final Invoices for the school year must be received by the School District by the date indicated below:



Proposed Services	Hourly Rate
Behavior Technician / Paraprofessionals	\$ 42.50
Board Certified Assistant Behavior Analyst	\$ 85.00
Board Certified Behavior Analyst	\$ 135.00
Certified Occupational Therapist-Assistant	\$ 75.00
Guidance Counselor	\$ 80.00
Occupational Therapist	\$ 96.00
Physical Therapist	\$ 96.00
Registered Behavior Technician	\$ 53.00
Behavior Interventionist	\$ 55.00
School Psychologist	\$ 105.00
Special Education Teacher	\$ 75.00
Speech Language Pathologist	\$ 96.00
Speech Language Pathologist- Assistant	\$ 75.00

TO BE COMPLETED BY THE DISTRICT:

- Final Invoice Due: _____
- Purchase Order Required: YES NO
- Email Address for Invoice Submission: _____

Billing Contact Name: _____

Billing Phone Number: _____