

Sage Connections
Caldwell School District
AGREEMENT FOR SPECIAL EDUCATION AND RELATED SERVICES

This Non-Exclusive Agreement for special education and related services is made and entered into on 1/23/26 by and between Sage Connections, LLC, a limited liability company organized according to the laws of Idaho (“Sage”) located at 999 W Main Street, Suite 100 | Boise, ID 83702 and Caldwell School District (“District”) located at 1200 Grant St, Caldwell, ID 83605, a unit of local government, individually referred to as Party and jointly as Parties

This Agreement shall be effective upon execution and remain in effect until the last day of the 2025-2026 school year, unless earlier terminated in writing by either Party or amended through a signed Addendum. This Agreement may be renewed for subsequent school years by mutual written agreement of the Parties. No change, alteration, modification, or addition to this Agreement will be effective unless in writing and properly signed by both Parties.

I. REQUEST FOR SPECIAL EDUCATION SPECIALISTS

A. Sage will use commercially reasonable efforts to supply District with Occupational Therapists, Physical Therapists, Speech-Language Pathologists, School Psychologists, Registered Nurses, and other Special Education specialists (hereafter collectively referred to as “Specialist/s”) as requested by the District.

B. Each Specialist assignment shall be confirmed through a written and signed Contractor Addendum & Rate Schedule issued pursuant to this Agreement, which shall identify the applicable Specialist, assignment details, and rates.

C. Nothing contained herein will guarantee that Sage will be able to fill a particular request of the District.

1. Nothing contained herein will guarantee that a Specialist, once assigned to the District, will be able to complete the assignment.

2. If a Specialist is unable to complete an assignment for any reason, Sage will make its best effort to find a replacement Specialist for District as soon as possible.

3. In the event District is dissatisfied with the services of a particular Specialist, District’s remedy is to notify Sage of its dissatisfaction. If Sage is unable to resolve District’s dissatisfaction within a reasonable amount of time, Sage will provide District with another Specialist if available, but District is not eligible for any other remedy under this Agreement.

D. Neither District nor Sage shall assign, sublet, or transfer any services provided in this Agreement without the written consent of the other.

E. Nothing contained herein requires the District to accept any Specialist identified by Sage.

F. It is understood and agreed between the Parties that this Agreement is non-exclusive, that Sage may provide Specialists to other entities and the District may use other providers and may independently employ individuals who may perform the same services as Specialists provided by Sage.

II. SPECIALIST LICENSURE & SCREENING

A. Sage warrants that all Specialists provided to District are appropriately certified and licensed according to applicable federal and state laws in the jurisdiction(s) where they will be performing services. Sage will maintain an employee file with verification of credentials, identity, and licensure, and will provide documentation regarding each assigned Specialist to District upon request.

B. Prior to providing services to children, Sage warrants that it will conduct all required criminal background checks as mandated by the relevant state(s) and federal laws, and will prohibit employment of any Specialist who has pled guilty or been convicted of any felony or misdemeanor crime involving child abuse, neglect, sexual offenses, drug trafficking or distribution, any crime involving a weapon or other offenses that would disqualify employment with children under the applicable laws and regulations of the relevant jurisdiction(s) and will not recommend such specialist for placement with District.

1. If the criminal background check performed on a proposed Specialist identifies a prior misdemeanor crime associated with children, or a crime involving drug use during the past five (5) years, Sage shall confer with the District prior to any placement. The determination of appropriateness of placement for the proposed Specialist shall be at the discretion of the District.

C. Sage agrees, at its own expense, to comply promptly with all requirements of any existing federal, state, and local laws in connection with the performance of the services stipulated in this Agreement.

D. Sage certifies that neither it nor its principals are currently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency or by the state of Idaho.

III. EMPLOYEES OF SAGE

A. All Specialists provided to District are employees of Sage, and Sage is solely responsible for wages, benefits (if any), and all tax withholdings of the Specialists.

1. Neither Sage nor District shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

2. Neither District nor Sage will discriminate on the basis of age, race, color, national origin, religion, sex, disability, or being a qualified disabled veteran, or any other category protected by law.

3. Both Parties also agree to maintain the confidentiality of proprietary, financial, and operational information disclosed in the course of this Agreement, unless disclosure is required by law. This obligation includes but is not limited to confidential student information obtained by Sage and its Specialists. This obligation shall survive the termination or expiration of this Agreement

IV. SERVICES PROVIDED

A. Sage will provide Specialists, at District's request, that will perform any or all of the following duties. District must specifically request a Specialist capable of performing any given duty to trigger Sage's obligation to provide a Specialist to perform that particular duty.

- Perform Occupational Therapy (OT), Physical Therapy (PT), Speech-Language Pathology (SLP), School Psychologist, School Nurse (RN) and other Special Education Services in accordance with the Individual Education Program (IEP) for each individual student
- Perform evaluations as mandated by signed referrals
- Present and interpret evaluation reports, progress notes, and treatment documentation to Special Education team members
- Set up treatment plans and execute therapeutic treatments to reach IEP goals
- Consult with Special Education team and staff on selection and/or modifications of therapeutic equipment, appliances, and physical arrangements of the environment to meet student needs
- Supervise the Certified Occupational Therapy Assistant (COTA), Physical Therapy Assistant (PTA) or Speech-Language Pathology Assistant (SLPA) to meet requirements (if COTA, PTA or SLPA is needed)
- Assist and train school staff in the use of OT, PT, SLP or Psychologist recommended modifications and Assistive Technology
- Conduct OT, PT, SLP, Psychology, or other student screening as required
- Collaborate on 504 plans
- Provide recommendations to school staff on OT, PT, SLP, or Psychology related areas as requested
- Comply with specific protocols regarding treatments, documentation and meetings as directed by District
- Comply with the confidentiality requirements applicable to student education record information, including but not limited to the requirements specified in the federal Family Educational Rights and Privacy Act (FERPA)

Services will be performed consistent with professional standards of practice and applicable laws. The scope of duties may vary depending on the position and the District's needs.

V. DISTRICT PROCEDURES

A. District will provide Specialists with a timely and adequate orientation and instruct on all facility procedures as needed to complete their tasks, including but not limited to: building orientation, all documentation, reporting of time, any specific protocols as required by District, and access to therapy evaluation tools. District will administer training to Specialists as mandated by federal, state and local rules and regulations.

B. District shall provide Specialists with all required jurisdiction-specific trainings, including but not limited to mandated reporter training, anti-sexual harassment training, FERPA/HIPAA compliance, and any other legal or

policy-based trainings required by state or district regulations. Such trainings shall be provided as part of the District's onboarding and orientation process for all contracted Specialists.

C. Specialists will comply with all instructions given by District.

D. If District has a mandated documentation method requiring access to an Intranet system, the District will identify an assigned computer to the Specialist.

F. District will maintain access to a safe environment, free from known hazards and with access to restroom facilities and vehicle parking within a reasonable distance.

VI. RATES

A. A separate Contractor Addendum & Rate Schedule shall be issued pursuant to this Agreement for each individual Specialist engaged by Sage and the District and shall become effective as of the date signed.

B. The hourly rate is applicable for every hour, or fraction thereof, that services have been requested for which Specialist comes to a facility, able and available for work, whether or not a student is actually present. The District will make all reasonable efforts to call-off a Specialist if it is known that a student will not or is not present. If the Specialist is present and their student is not present, the Specialist will complete additional tasks addressed in this Agreement, including but not limited to paperwork obligation.

C. The District Student Calendar will be followed, and all non-student days are non-work and non-paid days unless otherwise agreed upon.

D. School closures due to inclement weather or other closures will be followed.

E. Specialists must receive written approval from a supervisor if work tasks require additional hours to what is being requested by District.

VII. INVOICING AND PAYMENT

A. The District shall pay Sage for services in accordance with the applicable Contractor Addendum & Rate Schedule executed for each individual Specialist.

B. Sage will submit progress billings to a designated contact from the District for hours worked, based on approved time cards completed by Specialists.

C. Sage will include on invoices any Purchase Order or Vendor Identification Number as stipulated by the District. Payment is due 30 calendar days from the date of invoice (NET 30).

D. District acknowledges that the District's responsibility to pay Sage for Specialists provided under this Agreement is separate and distinct from its ability to collect payment for such Specialist's services from patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

E. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.0%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (12%) or the maximum rate permitted by applicable law, whichever is less.

Any overpayment by the District shall be returned to the District within thirty (30) days of receipt and shall be subject to the same interest rate for late return.

VIII. INSURANCE

Sage shall maintain insurance coverage for the term of this Agreement. Limits shall not be less than the following:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$3,000,000 annual aggregate
- Commercial General Liability Insurance: \$1,000,000 per occurrence, \$3,000,000 annual aggregate

Sage will also maintain Worker's Compensation and Unemployment Insurance in accordance with all state and federal requirements. Sage will provide evidence of such insurances to District upon request. District may be named a Certificate Holder upon request. Insurance policy cannot be modified or canceled without Thirty (30) days written notice.

IX. PLACEMENT FEES

In the event that District directly solicits and thereafter hires a Sage employee who is currently employed by Sage—previously placed with District within the past year—as an employee of District, District agrees to pay Sage a one-time placement fee based on the employee's Estimated Annual Placement Value. The District shall not be prohibited from nor shall Article IX of this Agreement apply to any Sage employee who has been terminated by Sage, who has left Sage of their own accord associated with an employment claim against Sage (i.e. a claim of discrimination, a claim of retaliation, etc.) or who has not worked for Sage for a period of one (1) year prior to commencing employment with the District.

Hours of service completed	0 - 700 hours	701 - 900 hours	901 - 1200 hours	1201+ hours
Fee Percentage	20%	15%	10%	No Fee

Calculation:

Estimated Annual Placement Value = Specialist's hourly bill rate x FTE x 1400 x Fee Percentage

Where:

FTE (Full-Time Equivalent) = The ratio of the employee's average weekly hours worked to a standard 37.5 hour workweek (e.g., 30 hours/week = 0.80 FTE)

1400 = The estimated number of annual working hours for a full-time school-based placement.

Fee Percentage = 0.20, 0.15, or 0.10 according to hours of service performed in the 2025–2026 school year

X. TERMINATION

A. This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of at least thirty (30) days to the other Party, unless terminated earlier by mutual written consent.

B. This Agreement may also be terminated immediately by either party for cause, including but not limited to material breach of contract, failure to perform agreed-upon services, or violation of applicable laws.

C. In the event of termination, District shall pay for all services rendered up to the termination date.

XI. INDEMNIFICATION AND HOLD HARMLESS

A. Any and all claims which hereafter arise on the part of any and all persons as direct or indirect result of Sage's or its employee's negligence, gross negligence, or other tortious act, shall be Sage's sole obligation and Sage shall indemnify and hold harmless the District, and its officers, agents, and employees from all suits, claims, or liabilities of any nature, including cost and expenses for or on account of the injuries or damages sustained by any person or property resulting in whole or in part from negligent activities or omissions of Sage or its employees pursuant to this Agreement. The indemnification and hold harmless clause shall survive the expiration or termination of this Agreement.

XII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any legal action arising from this Agreement shall be brought in the state or federal courts located in Canyon County, Idaho. The Parties waive any objection to such venue.

Any amendments or modifications to this Agreement shall be effective only if made in writing and signed by authorized representatives of both Parties.

XIII. STATE MANDATED CERTIFICATIONS

A. Pursuant to Idaho Code Section 67-2346, Sage certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories.

B. Pursuant to Idaho Code Section 67-2359, Sage certifies that it is not currently owned or operated by the government of China/People's Republic of China and will not, for the duration of this Contract, be owned or operated by the government of China/People's Republic of China.

C. Pursuant to Idaho Code Section 18-8703-18-8711, Sage certifies that it is not currently an abortion provider and will not, for the duration of this Contract, provide abortions or be an affiliate of an abortion provider.

D. Pursuant to Idaho Code Section 67-2347A, Sage certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, any boycott of any individual or company because the individual or company: engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of

fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or engages in or supports the manufacture, distribution, sale or use of firearms.

E. The terms in this section shall be defined as stated in the applicable provisions of Idaho Code.

SIGNATURE PAGE

By signing below, the parties acknowledge and agree to the terms and conditions of this Agreement:

<u>Sage Connections, LLC</u> By: Name: Title: Date:	<u>Caldwell School District</u> By: Name: Title: Date:
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