

# Service Provider Agreement

The following Service Provider Agreement dated September 1, 2011, is between Kona 7 Consulting ("Consultant") and School District # 401, Teton County, Idaho ("District").

## RECITALS

- I. The District desires to retain the services of the Consultant to provide limited support services in the operation of the "Infinite Campus" student computer software program.
- II. Kona 7 Consulting, desires to provide the Infinite Campus services required by the District and the District desires to retain the Kona 7 as consultant, as pursuant to the terms of this Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, it is hereby understood and agreed as follows:

- A. Kona 7 consultant shall perform the following services for the District in support of Infinite Campus.
  1. Provide 2 days per month of the Consultant's time in support of the operation of the program, staff training and problem solving. This arrangement would begin on September 1, 2011 and terminate on November 30, 2011. Travel expenses are calculated into the fee and is based on two trips per month to Driggs, Idaho. Unlimited phone support is also included in the arrangement with all support calls coming from one individual, Brodie Birch.
  2. Provide 1 day per month of the Consultant's time in support of the operation of the program, staff training and problem solving. This arrangement would begin on December 1, 2011 and terminate on June 30, 2012. Travel expenses are calculated into the fee and is based on one trip per month to Driggs, Idaho. Unlimited phone support is also included in the arrangement with all support calls coming from one individual, Brodie Birch.
- B. School District #401 shall provide to Kona 7 for the performance of this contract the following:
  1. Secretarial help to be used in conjunction with the performance of this agreement
  2. Office supplies and equipment to be used in conjunction with the performance of this agreement
  3. Printing supplies and budget to be used in conjunction with the performance of this agreement.
- C. Compensation. The consultant shall be compensated the amount of \$1,500.00 per month for the months of September through November, 2011. In addition, the consultant shall be compensated the amount of \$750.00 per month for the months of December 2011 through June 2012. The payment schedule is pursuant to the schedule attached hereto as Exhibit A. All payments to the consultant shall be by check made payable to Kona 7 Consulting.
- D. Voluntary Termination. Either party to this agreement may terminate this agreement, without cause, at any time, upon giving notice to the other party not less than thirty (30) days in advance of the effective date of such termination, such notice be given in the manner hereinafter specified for notices. In the event of termination, the Consultant shall only be paid for services performed to the date of such termination.

Independent Contractor. It is hereby acknowledged and agreed that in all aspects of this Agreement Kona 7 will operate as an Independent Contractor and that no employment relationship shall exist, or be implied, between the parties. Kona 7 will therefore be solely responsible for wage withholding, workers compensation coverage, etc. for its employees and the District shall have no obligation for such actions or benefits.

- F. Tax Issues. In the performance of its work, duties and obligations under this Agreement, Kona 7 consultant understands and agrees that the District will not withhold on behalf of the consultant any sums for income tax, unemployment insurance, social security, or any other withholding, nor shall the District make available to the consultant any of the benefits afforded to employees of the District. Each and every one of such payments, withholdings, and benefits, if any, are the sole responsibility of the consultant. The consultant shall indemnify and hold the District harmless from any and all liability relating to withholdings and benefits, if any.
- G. Insurance and Indemnification. Kona 7 shall be required to obtain all necessary insurance. District shall not be required to provide such insurance nor will District be liable for the payment of any premiums of such insurance.
- H. Assignment. Kona 7 may not assign this contract to any other party or agency without prior consent of the District.
- I. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, return receipt requested, postage prepaid, addressed to each party at the addresses which follow, or to such other addresses as the parties may hereinafter designate in writing.

District: School District No. 401  
Attention: Superintendent of Schools  
P.O. Box 775  
Driggs, Idaho 83422

Consultant: Kona 7 Consulting  
Don Neves  
2944 Michelle St.  
Pocatello, ID 83201

Any such notice shall be deemed to have been given, if mailed as provided herein, as the date mailed.

- J. Hourly Rate. If hourly services are desired, the rate of \$75.00 per hour plus travel expenses will be charged for support services in the operation of the program, staff training or problem solving.
- K. Travel Expenses. The amount of reimbursement shall be at \$0.50 per mile for mileage from consultant's Pocatello office and the per diem rate is \$25.00 per day.
- L. If it becomes evident by January 27, 2012 that the number of on-site visits will exceed the proposal, the Teton School District and the Consultant will be able to adjust the terms of the contract.

IN WITNESS WHEREOF the parties have executed this agreement on the date indicated below:

Dated: 9/1/2011

**Kona 7 Consulting**  
By: Don Neves  
Don Neves, President

Dated: 10/3/2011

**School District No. 401**  
**Teton County, Idaho**  
By: M.A. W. [Signature]  
Title: Superintendent

**Exhibit A**

**Kona 7 Consulting Invoice Schedule for Service Rendered**

<u>Date</u>	<u>Amount</u>
September 9, 2011	\$ 1,500
October 7, 2011	\$ 1,500
November 4, 2011	\$ 1,500
December 2, 2011	\$ 750
January 6, 2012	\$ 750
February 3, 2012	\$ 750
March 2, 2012	\$ 750
April 6, 2012	\$ 750
May 4, 2012	\$ 750
June 1, 2012	\$ 750