

(Agricultural and Commercial Use)

BUYER	Buyer Name XAVIER CHARTER SCHOOL, INC.	SELLER	Seller Name AGRI-SERVICE INC
	Mailing Address 1218 N COLLEGE RD TWIN FALLS ID 83301		Mailing Address PO BOX 285 TWIN FALLS ID 83303
ASSIGNEE	Assignee Name: AGCO Finance LLC Seller is the Creditor in this Transaction. This Contract will be assigned to AGCO Finance LLC		EQUIPMENT LOCATION 1218 N COLLEGE RD TWIN FALLS ID 83301
EQUIPMENT DESCRIPTION	N/U Make and Model of Purchased Property N KUBOTA ZG222A-4	Serial Number 52516	Describe Purchased Property MOWER
			Cash Price 7,750.00

Note: Although the above Purchased Property may be described as "New", that description does not mean the Purchased Property was necessarily manufactured in the current year.

TRADE-IN DESCRIPTION	DESCRIPTION (include make and model)	SERIAL NUMBER	TRADE-IN ALLOWANCE	LESS OWING	NET TRADE-IN

In this Contract, "I", "me", "my" and "Buyer" refer to the buyer(s) named above (if more than one, jointly and severally). Except in the Notice to Buyer paragraph, "You" and "your" refer to Seller or, following assignment, Assignee, as the context may require.

1. **Property Sold.** Seller has offered to sell me the property described above as the Purchased Property (the "Purchased Property") for a cash price or a higher credit sale price. I have chosen to buy it on credit for the Total Credit Sale Price of \$ 9,264.00.

2. **Promise to Pay.** I promise to pay you a Total of Payments equal to \$ 9,264.00. I will pay you in:

60 Monthly Quarterly Semiannually Annually Other (if checked, see attached schedule) instalments of \$ 154.40 beginning 07/01/12. Unless a schedule is attached, each instalment will be due on the same day of the applicable month.

If this is checked, then equal monthly instalments are payable on the same day of each consecutive month except for the months of _____ each year. I will send my payments to AGCO Finance LLC, P.O. Box 9263, Des Moines, IA 50306-9263

3. **Administration Fee.** Buyer agrees to pay a fee of \$ 250.00. Buyer understands that all or a portion of this fee may be shared between the Assignee and the Seller and that the Assignee and the Seller may make a profit on this fee.

4. **Security.** To protect you if I default on any obligation I owe you under this contract and all other indebtedness I owe you now or in the future, I hereby grant you a security interest in the purchased property described above and the proceeds thereof. The security interest also covers all accessions, replacements and repairs. Accessions are goods installed in or attached to the Purchased Property. I further agree to execute any documents required by you to perfect or maintain the security interest granted in this paragraph as a first priority security interest. I hereby Authorize, ratify and approve any financing statement covering the Purchased Property that has been filed by you on or prior to the date of this contract.

5. **Acknowledgement.** I acknowledge receipt of the Purchased Property, have inspected the same and acknowledge the Purchased Property to be as described above and in good order and condition. I also acknowledge the Purchased Property will be used for agricultural, business or commercial purposes.

6. **Trade-ins.** I represent and warrant that trade-in property, if any, is free and clear of all security interests, liens and encumbrances.

7. **Late Charges.** I agree that any instalment past due more than 10 days is subject to a late charge accrued at an interest rate of 21% per year from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum allowed by law.

(additional terms continued on next page)

ANALYSIS OF SALE

Cash Price	1.	7,750.00
Sales Taxes	2.	.00
Total Cash Price	3.	7,750.00
Cash Down Payment	4.	.00
Net Trade-in	5.	.00
Total Down Payment (4 + 5)	6.	.00
Unpaid Balance of Cash Price (3 - 6)	7.	7,750.00
Other Charges:		
a. Physical Damage Insurance	8.	.00
b. Life Insurance	9.	.00
c. For Filing Fees	10.	6.00
d. Administration Fee	11.	250.00
e. Other:	12.	.00
Total Other Charges (8 + 9 + 10 + 11 + 12)	13.	256.00
Amount of Credit (7 + 13)	14.	8,006.00
Deferred Finance Charge	15.	1,258.00
Total of Payments (14 + 15)	16.	9,264.00
Total Credit Sale Price (3 + 13 + 15)	17.	9,264.00
DEFERRED FINANCE CHARGE RATE	18.	5.900 %

The starting date for purposes of calculating the Finance Charge is 06/01/12. (If different from contract date - must be 1st or 15th of month.)

PRECOMPUTED CONTRACT. This is a precomputed contract. This means that the Total of Payments is computed in advance assuming all payments are made when due. The Total of Payments is comprised of the Amount of Credit and the Deferred Finance Charge. The Deferred Finance Charge is also determined in advance assuming an annual interest rate of 5.900 % beginning 06/01/12.

8. **Prepayments and Application of Payments.** I may prepay my obligation in full at any time prior to maturity and I may be entitled to a refund of the unearned portion of certain finance charges. Unless applicable law requires otherwise, the refund will be calculated according to the actuarial method. Unless required by law, I will not be entitled to a refund of any origination or administration fee. Payments received may be applied at Assignee's discretion to obligations hereunder or to any other indebtedness owed by me to Assignee despite directions, if any, appearing on the remittance, and to late charges first and then to the amount owing.

9. **Change of Location.** I will notify Assignee of any change in the state of my location (as such term is defined or determined in the Uniform Commercial Code) and of any permanent change in my address as shown on this Contract not more than twenty (20) days following each change.

10. **Encumbrance of Purchased Property.** I agree to: (a) keep the Purchased Property free of all liens, taxes, security interests, other encumbrances and seizure or levy; (b) maintain the Purchased Property in good repair and condition; (c) not use the Purchased Property illegally; (d) not cause or permit waste or destruction of the Purchased Property; and (e) not sell, lease or otherwise dispose of, or transfer any interest in the Purchased Property or move the Purchased Property outside of the contiguous forty-eight states of the United States. I will notify Assignee of each change in the place where said property is located or used not more than twenty (20) days following each change in location. Assignee may, at any time before or after default, enter any premises under my control to inspect the Purchased Property.

11. **Protection of Purchased Property.** If I default, as defined below, you may, at your option, in addition to other rights you may have (but you are not obligated to): (a) pay any taxes and discharge liens, security interests or other encumbrances at any time placed or levied on the Purchased Property; (b) pay for insurance on the Purchased Property; and (c) pay for the maintenance and preservation of the Purchased Property. I agree to immediately reimburse you upon demand for all expenses incurred pursuant to this authorization and if I fail to do so, any amount so paid by you will accrue interest at the lesser of 21% per year or such lower rate as is allowed by applicable law, until paid in full.

12. **Certificate of Title.** If any Purchased Property is subject to any certificate of title act, for all such property I will immediately apply for/obtain certificate(s) of title and registration for each item of property being purchased; each certificate shall include listing of a lien in the amount of the Deferred Payment Price listed in the "Analysis of Sale" on page one; the name of the lienholder shall be Assignee or such other person as Assignee shall direct in writing; and I will provide you with evidence of the continuing effectiveness of such lien as may be reasonably requested from time to time. In addition, I will deliver or cause to be delivered to Seller the original certificate(s) of title for each item of such property.

13. **Dishonored Payment.** In the event any check or other form of payment made by me is returned, I agree to pay you the lesser of \$25 or the highest amount permitted by law, which amount may be added to my indebtedness secured by the Purchased Property.

14. **Insurance.** I agree to maintain insurance, in amounts and type as you may reasonably require, at all times with respect to the Purchased Property. In addition, the insurer, terms and periods of coverage shall be such as are satisfactory to you. Such insurance shall provide you with 10 days advance notice of cancellation and name you as a loss payee through a Lender's Loss Payable Clause which is a clause that provides that any acts by me will not void the policy as to you. I agree to furnish you with evidence of insurance coverage, satisfactory to you, within 15 days of the date of this Contract. If I fail to deliver such evidence, or should the insurance be canceled or allowed to lapse before full payment of my obligations, you may, but are not obligated to, purchase or otherwise provide such insurance and I agree to reimburse you for the cost of such insurance, together with interest thereon at the Deferred Finance Charge Rate from the date such insurance was purchased until paid. Such reimbursement amount and the interest thereon shall, as specified by Assignee, either be paid on demand or be added to the Total of Payments amount, item number 16 of the Analysis of Sale, and I promise to pay the resulting increase in the installments. Except as may otherwise be separately agreed, you shall have no responsibility to me for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which I may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by you.

Liability insurance coverage for bodily injury and property damage caused to others is not included.

15. **Default.** I will be in default if:

- I fail to pay, in full, any one installment payment when due;
- I fail to perform any obligation under this Contract or any other document evidencing any obligations now or hereafter owed to you;
- I become the subject of a bankruptcy, receivership or insolvency proceeding;
- Any representation or statement made by me to obtain this financing proves false or misleading;

- Any event results in the acceleration of maturity of any indebtedness I owe to you or any other person or entity under any note, contract or undertaking;
- The Purchased Property is damaged, lost, destroyed, stolen, sold or subject to any other lien or encumbrance; or
- You, in good faith, believe that I may not be willing or able to pay you as promised or you, in good faith, deem yourself insecure.

16. **Remedies Upon Default.** If I am in default all indebtedness hereunder, less unearned finance charges, shall be immediately due and payable, all payments heretofore made by me shall be retained by you and, you may, but need not repossess the property without notifying me, sell the collateral, and use money from the sale of the property to pay my debt obligations. You will notify me at least 10 days before the sale (unless notice is not required by law). You may also exercise any other legal rights you may have. Your rights are subject to any rules of the Uniform Commercial Code or other applicable law that limit creditors' rights. If I am in default, I agree to pay you reasonable attorneys' fees and collection costs incurred by you as permitted by applicable law. Subject to the limitations of state law, I agree to pay any deficiency upon demand by Assignee, any surplus however, shall be paid to me.

17. **Insertion and Correction of Information; Modification, Waiver, Etc.** I authorize you to insert in this Contract the serial number and/or model numbers of the Purchased Property if unknown at the time this Contract is executed, correct any errors in such numbers reflected in this Contract at the time this Contract is executed and correct any other patent errors in the description of the property reflected in this Contract at the time this Contract is executed; to fill in blanks existing in this Contract at the time this Contract is executed; and to correct any patent errors in this Contract. No other insertion, correction or completion nor any change of or addition to this Contract shall be effective unless agreed upon in writing by the parties.

18. **Financial and Credit Information:** I authorize you to obtain credit bureau reports and make other credit inquiries that you determine are necessary and agree that without further notice you may use or request additional credit bureau reports to update our information so long as the undersigned has any outstanding indebtedness or obligations owed to you. I further agree to provide you, promptly after your request, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning me that you determine are necessary.

19. **Other Terms.** The law of the state of my address shown on the front page hereof shall govern all matters relating to this Contract. Any provision hereof deemed invalid or unenforceable in such state shall be inoperative, but without invalidating the remaining provisions hereof. I know that you intend to assign this Contract to Assignee. No assignment or extension hereof or of any interest herein, or loss, injury, damage or destruction of or defect in the Purchased Property shall release me from my obligations hereunder. My obligation to pay directly to Assignee any amounts payable hereunder is absolute and unconditional under all circumstances and is not subject to any abatement, reduction, setoff, recoupment, claim, defense or counterclaim of any kind or for any reason whatsoever, all of which I hereby expressly waive as against Assignee. I will not assert against Assignee any claim, defense, setoff, reduction, dispute, recoupment or counterclaim of any kind or for any reason whatsoever which I may have against Seller or any manufacturer of the Purchased Property. Assignee shall have all of the rights, remedies, powers and privileges of Seller hereunder, but shall have none of Seller's obligations. In no case shall Assignee be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Purchased Property, the claims of third parties and injury to the Purchased Property.

20. **Counterparts; Facsimile and Electronic Copies.** This Contract may be executed in any number of counterparts and by a different party in separate counterparts, may be accepted by Assignee in any number of counterparts and in separate counterparts and may be transmitted by facsimile or electronic mail. I agree that a copy of this Contract bearing my signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. I further agree to not object to the admissibility of a copy of this Contract bearing my signature into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Contract may be executed in more than one counterpart, the sole execution original of this Contract for purposes of taking possession of this Contract, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Contract which bears an original signature of each party to this Contract and which bears the original signature of Assignee accepting the assignment of this Contract or (b) the facsimile, electronic or other counterpart copy of this Contract signed by the parties and bearing the original signature of Assignee accepting the assignment of this Contract.

NO WARRANTIES

(Except Residents of Kansas)

I HAVE THE BENEFIT OF ANY SEPARATE WRITTEN WARRANTY THAT SELLER HAS GIVEN ME. EXCEPT AS STATED IN THAT WARRANTY (IF ANY), THE PURCHASED PROPERTY IS SOLD "AS IS". THAT MEANS I TAKE THE WHOLE RISK OF PERFORMANCE AND QUALITY, AND YOU ARE NOT RESPONSIBLE IF THE PURCHASED PROPERTY IS NOT AS GOOD AS I EXPECT IT TO BE, OR IF IT DOES NOT PERFORM AS I EXPECT IT TO. YOU HAVE NOT MADE ANY PROMISES TO ME ABOUT THE PURCHASED PROPERTY. YOU HAVE TOLD ME IN PARTICULAR THAT YOU DO NOT WARRANT THAT THE PURCHASED PROPERTY IS MERCHANTABLE OR THAT IT IS FIT FOR ANY PARTICULAR PURPOSE. THE PURCHASED PROPERTY WOULD NOT BE MERCHANTABLE IF, FOR EXAMPLE, IT WERE NOT FIT FOR THE ORDINARY PURPOSES FOR WHICH PURCHASED PROPERTY OF THE SAME KIND IS USED. IN NO CASE SHALL YOUR RESPONSIBILITY TO ME BE GREATER THAN THE CASH PRICE OF THE PURCHASED PROPERTY OR THE AMOUNT NEEDED TO REPAIR PURCHASED THE PROPERTY, WHICHEVER IS LESS. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN THIRTEEN (13) MONTHS FOLLOWING DELIVERY OF THE PROPERTY.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
3. UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:
 - (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.
 - (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT WITHIN THE TIME PROVIDED BY LAW.
 - (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
4. YOU ACKNOWLEDGE HAVING READ THE ENTIRE CONTRACT AND ACKNOWLEDGE RECEIPT OF A TRUE COPY AT THE TIME OF ITS EXECUTION. BY SIGNING BELOW, YOU AGREE TO ALL THE CONTRACT'S TERMS, INCLUDING THOSE ON PAGE 2. YOU UNDERSTAND THAT SELLER WILL ASSIGN THIS CONTRACT AND YOU AGREE ASSIGNEE WILL SUCCEED TO ALL OF SELLER'S RIGHTS AND REMEDIES BUT NONE OF SELLER'S OBLIGATIONS.

SELLER AGRI-SERVICE INC BUYER XAVIER CHARTER SCHOOL, INC.
Seller's Name Buyer's Name
 By *Rhonda Harmon* *Finance Mgr* By *X [Signature]* *Business Mgr*
Signature Title Signature Title

ASSIGNMENT

For value received, the Seller hereby sells, assigns, and transfers to AGCO Finance LLC (Assignee) all of the Seller's right, title and interest in and to the within Contract and all rights thereunder, together with all the Seller's right, title and interest in and to the property therein described, subject to the terms more fully set out in the Seller's Retail Financing Agreement, such assignment to be accepted by Assignee only at its office in Johnston, Iowa.

5-30-12 AGRI-SERVICE INC By *Rhonda Harmon*
Date (Month, Date, Year) Seller's Name Authorized Signature

ASSIGNEE ACCEPTANCE

Assignee hereby accepts the Seller's assignment of the within Contract in Johnston, Iowa.

_____ 20 _____ AGCO Finance LLC By _____
Authorized Signature

AGCO Finance LLC

CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Name XAVIER CHARTER SCHOOL, INC. Lease or Contract Date/Number 05/30/12

I have entered into the loan contract instalment sales contract or lease agreement referenced above requiring me to provide insurance against direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion or rust. The minimum amount of coverage required by AGCO Finance LLC (AFC) is \$ 7,750.00.

Equipment Make/Model	Description	Hrs. of Use	Serial Number
KUBOTA ZG222A-4	MOWER		52516

A. I hereby request physical damage insurance coverage as arranged by AFC and provided through Holmes, Murphy and Associates. (Additional information may be obtained by calling 1-888-989-8525.)

B. I will be providing my own physical damage insurance coverage through:

Insurance Agent _____

TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add AGCO Finance LLC as a payee through a Lender's Loss Payable Clause which or similar clause provides that any acts of the Buyer will not void the policy as to the Loss Payee.

To my existing policy number _____ with _____ which now provides the coverage required, or

To a policy which you are authorized to issue in my name which will provide the coverage required.

AGCO Finance LLC must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to AGCO Finance LLC.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO AGCO FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX: 515-334-5831 OR CALL 800-863-3660

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

Physical Damage Insurance is not provided, but is required. The Debtor may choose the company through which this insurance is obtained. The cost of such coverage, if obtained through a group policy arranged by AFC and provided through an appropriate Insurance carrier, is \$ _____.

The Debtor does does not desire Physical Damage Insurance through the group policy arranged by AFC.

If coverage is obtained through a group policy arranged by AFC, the Debtor acknowledges reading the **NOTICE OF INSURANCE ON THE NEXT PAGE.**

DEBTOR: X 

CO-DEBTOR: _____

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to AFC are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

Starley-Leavitt - Allen Starley
Insurance Agent's Name
715 Shashone St. N
Mailing Address
Twin Falls, Id 83303
City State Zip Code
 AF 4334-2 (Fax) (8/11)

Agent's E-Mail Address _____
208-734-3947
Agent's Phone Number Agent's Fax Number _____

Customer's Signature

Please Note: Terms and Conditions are detailed on Page two.

PROPERTY INSURED

All property financed by AGCO Finance LLC (AFC) must be covered by physical damage insurance throughout the entire finance term. You may choose to purchase this required coverage through either a group policy arranged by AFC or its servicer or sub-servicer, Agricredit Acceptance LLC provided through Holmes, Murphy and Associates (except where specifically excluded under certain finance programs) or, at your option, from another source acceptable to AFC.

COVERAGE ARRANGED BY AFC OR ITS SERVICER

The following is a brief description of the coverage, benefits and limitations of the physical damage insurance under the group policy arranged by AFC. Refer to your Certificate of Insurance for full details.

Extent of Coverage

Physical damage insurance purchased through the above referenced group policy covers loss or damage of property not exceeding (1) the actual cost of repairing or, if necessary, replacing the equipment or parts thereof damaged or destroyed, subject always to deduction for depreciation; or (2) the actual cash value of the equipment or parts thereof lost, damaged or destroyed. In no event shall this policy's liability exceed the actual cash selling price at the time of purchase. Coverage is subject to the perils insured against, the limit of coverage and the deductible amount, hereafter described.

Principal Perils Insured Against

All risks of direct physical loss or damage subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, unexplained loss, mysterious disappearance, dishonesty of the insured's (your) employees, intentional damage caused by, under the direction of, or with the knowledge of the insured, intentional damage caused by, under the direction of, or with the knowledge of the insured, etc. Please review your Certificate of Insurance for a complete list of policy exclusions.

Limit of Coverage

Agricultural and Commercial equipment: \$1,000,000 for all covered equipment, at any one location, as a result of a single loss, subject to a maximum of \$2,000,000 in any one occurrence.

Forestry equipment: \$250,000 for all covered equipment, at any one location, as a result of a single loss.

Deductibles

Agricultural and Commercial equipment: An amount equal to 5% of the adjusted loss or \$500, whichever is larger, will be deducted from your adjusted loss. For combines and accompanying heads, the deductible is 10% with a \$10,000 minimum.

Forestry equipment: Each piece of covered equipment which suffers a loss will be adjusted separately. The amount of \$1,000 will be deducted from each separately adjusted loss. An aggregate deductible of \$5,000 shall apply for all claims arising from the same occurrence.

In the event of an insured loss, the deductible amount under this insurance (and any other applicable insurance) is the responsibility of the insured (you).

Certificate of Insurance

A Certificate of Insurance, evidencing and outlining the coverage provided is forwarded to you upon acceptance of the equipment financing and your application for insurance.

Termination of Coverage

Coverage is effective from the date the retail instalment contract and security agreement is accepted by AFC and ends on the termination date of the related retail contract or lease. Coverage will terminate automatically in the event of repossession or any judicial disposition of the property which is security for the indebtedness.

Claims

1. Immediately report any loss directly to the office shown on the Certificate of Insurance:
Holmes, Murphy and Associates
Attention: Insurance Representative
P.O. Box 2000
Johnston, IA 50131-0020
Telephone: 1-888-989-8525
2. The Report of Loss must include your retail agreement number, your name and address, the date damage occurred, a general description of the damage, how caused and where the property can be inspected.
3. Following your report of loss to AFC, protect the property against further damage, but otherwise keep it as is until inspected by an adjustor or you receive further instruction from the insurer or AFC. Do not begin repairs until authorized by Holmes, Murphy and Associates.
4. Losses which appear to involve a criminal act such as theft, arson, burglary, malicious mischief, etc., must also be reported to the local law enforcement authority.



Simple. Like financing should be
All-Lines Leasing

A division of First Western Bank & Trust
 100 Prairie Center Drive
 Eden Prairie, MN 55344
 (800) 288-5088 Fax: (800) 288-4959

Date: July 14, 2011

XAVIER CHARTER SCHOOL, INC.
 1218 N COLLEGE W
 TWIN FALLS, ID 83303

RE: Document Checklist for Agreement No. EFA11234201
 For the Equipment being acquired through: GEM STATE PAPER (TWIN FALLS)

It is my pleasure to provide the documents for your recent approval. To ensure prompt and accurate processing of this agreement, please follow the steps below:

- **Equipment Finance Agreement** – please have **AUTHORIZED SIGNER WITH TITLE**, sign in the lower right corner of page 1 and initial page 2.
- **Insurance Requirements:** Property Insurance for the value of the Equipment naming First Western Bank & Trust, DBA All-Lines Leasing as "Loss Payee"

Please supply the following information:

Insurance Agent's Name: Alisa Broman
 Agent's Phone #: 208 733-5136 Fax #: 800-838-3392
 Name of Insurance Company: Starkey-Leavitt Ins
 Policy #: 091410PKG

- **U.S. Patriot Act** – Complete and sign as indicated.
- Include your **Business Check** in the amount of: - \$ 441.52 for upfront payments as detailed on the agreement below

Make your check payable to All-Lines Leasing and return with the signed documents

Upon completing the documents, please fax copies to me at 800-288-4959 and mail all the ink signed original pages to my attention using the contact information at the top of this letter.

If you have any questions, please contact me direct at (888) 705-0587 or abby@advacc.com. We appreciate this opportunity to serve you!

Regards,

Abby Berns
 All Lines Leasing

EQUIPMENT FINANCE AGREEMENT

Customer: XAVIER CHARTER SCHOOL, INC.
Address: 1218 N COLLEGE W
TWIN FALLS, ID 83303

Agreement No.: EFA11234201

ALL LINES LEASING
a division of First Western Bank & Trust
100 Prairie Center Drive
Eden Prairie, MN 55344
Phone: (952) 516-7320 Fax: (952) 516-7321

Equipment Description: (1) ADVANCE ADFINITY 20D AUTO SCRUBBER ADV56317327 (1) ADVANCE 16ST AQUACLEAN 8 GALLON EXTRACTOR ADV56265003 (1) ADVANCE VERSAMATIC 18 DUAL MOTOR UPRIGHT VACUUM WIN10120360
Equipment Location: 1218 N COLLEGE W, TWIN FALLS, ID 83303

Table with financial details: Term: 36 Months, Payment Amount: \$316.52, Number of Payments: 36, Payments to be Made: Monthly, I Advance Payment(s): \$316.52, Documentation Fee: \$125.00, Security Deposit: \$.00, Total Due In Advance: \$441.52

ADDITIONAL PROVISIONS: See Equipment supplier's invoice for Equipment information

- 1. Equipment Finance Agreement Definitions: In this Agreement, the words "I", "me", and "my" mean the Customer ("Customer") (whether one or more). The words "you" and "your" mean the Financer ("Financer"). "Agreement" means this Equipment Finance Agreement, including but not limited to the Guaranty. For valuable consideration, you and I agree to all of the provisions of this Agreement in its entirety.
2. Security Interest: To secure the payment of this Equipment Finance Agreement, I grant you a first priority, purchase money security interest in the Equipment (along with any replacement parts and proceeds) and/or services described herein or in any attachment. If the Equipment requires registration and/or titling and/or licensing, I agree to register and/or title and/or license it and list the Financer as 1st Lienholder. I agree that I will not use the Equipment illegally and I will not sell or otherwise dispose of it without your written permission, which may be withheld in your sole discretion. I will keep the Equipment in good repair and pay all taxes (including personal property tax, fines and penalties) due on the Equipment. I will use the Equipment solely for business purposes, and not for personal, family, or household purposes. I am also assigning to you any proceeds as a result of insurance written in connection with this Agreement. The proceeds will be applied to reduce the amount I owe. I authorize you to insert or correct information on this Agreement. If any provision of this Agreement is declared unenforceable, the other provisions shall remain in full force and effect.
3. Location of Equipment/Inspection: I am the owner of the Equipment and will keep the Equipment free and clear of all liens and encumbrances and use only and store at the Equipment Location shown above and I agree not to move it unless you agree to it in advance. You may inspect the Equipment at any time during normal business hours.
4. Promise to Pay: I promise to pay all payments and other amounts due under this Agreement, without any set-offs whatsoever. I will make all payments to the Payments Address or other addresses that you may designate. You may adjust the Payment Amount proportionately up to 15% if the actual Equipment Cost differs from the estimated Equipment Cost used to calculate the Payment Amount. As used in this Agreement, our "Equipment Cost" is all amounts paid relating to the purchase, delivery and installation of the Equipment, including (as applicable) equipment costs, software license fees, upfront taxes, third party buyouts and upgrade amounts.

ACCEPTANCE OR DELIVERY: I certify that all the Equipment listed above has been furnished and accepted in its current condition, that delivery and installation has been fully completed and is satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon my signing below, my promises herein will be irrevocable and unconditional in all respects. I understand and agree that you have made payment for the Equipment to the Equipment supplier, and I should contact the Equipment supplier for my warranty rights.


THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 ARE A PART OF THIS AGREEMENT. NO ORAL AGREEMENT, GUARANTY, PROMISE, REPRESENTATION OR WARRANTY WILL BE BINDING.

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

Financer: All Lines Leasing, a division of First Western Bank & Trust
Headquarters: 900 S. Broadway, Minot, ND 58701
Payments: P.O. Box 2068, Minot, ND 58702-2068
By: _____
Financers' Authorized Signature Dated
THIS AGREEMENT BECOMES BINDING WHEN ACCEPTED BY THE FINANCER.

Customer acknowledges receipt of a true, legible copy of this Agreement which was completely filled in prior to Customer's execution. The Signer below covenants that he has the authority to sign this Agreement on behalf of the Customer.
By: [Signature] Business 7/14/2011
AUTHORIZED SIGNER Title Mgr Dated

- 5. **Late Charge and Dishonored Check Charges:** If any amount of a payment payable to you is not paid when due, you may charge me a late fee equal to 15% of the payment due, plus any collection fees and expenses. For each dishonored or returned check or other payment order which you receive on my Agreement, I agree to pay a service charge of \$ 30.00
- 6. **Security Deposit:** Each security deposit is non interest bearing and is to secure my performance under this Agreement. Any security deposit made may be applied by you to satisfy any amount owed by me, in which event I will promptly restore the security deposit to its full amount as set forth above. You may commingle the security deposit with other funds. If all conditions herein are fully complied with and provided I have not ever been in default of this Agreement per paragraph 16, the security deposit will be refunded to me.
- 7. **NON-CANCELABLE:** This is a non-cancelable agreement and may not be cancelled by me for any reason whatsoever. I may only prepay you by remitting to you all remaining current and future payments due on the Agreement (in addition to all other accrued and unpaid charges owing). I will make all payments whether or not I am satisfied with the Equipment and without deduction for any claim I may have against the Equipment supplier or against you.
- 8. **UCC Filings:** I authorize you to record a UCC-1 financing statement to show your interest in the Equipment. I agree to take any other action you request and/or authorize you to take any action to protect your rights under this Agreement from time to time and that you may report a copy of this Agreement as a financing statement. I will provide any landlord or mortgagee waiver you request to protect your interest in the Equipment. I authorize you to endorse your name to any notes, checks, or other instruments for the payment of money relating to the Equipment (including insurance).
- 9. **Taxes and Fees:** I agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If you pay any of the above for me, I agree to reimburse you and to pay you a processing fee for each payment you make on my behalf.
- 10. **Assignment:** I HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR THIS AGREEMENT. I understand that you, without prior notice, have the right to assign this Agreement to another financing source without my consent. I understand that the assignee will have the same rights and benefits but they do not have to perform any of your obligations. I agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that I may have against you.
- 11. **Property Insurance:** I will keep the Equipment fully insured with an insurance company reasonably acceptable to you during the term of this Agreement with casualty insurance against loss, damage, theft and other hazards and name you as Loss Payee. If you fail to receive proof that satisfactory property insurance is in force, you at your option, may declare me in default or purchase insurance to protect your interests and charge me the gross amount of the premiums plus your arrangement fee (currently \$ 95.00) plus a financing charge.
- 12. **Loss or Damage:** I am the owner of the Equipment and responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves me from the payment obligations under this Agreement. I agree to promptly notify you in writing of any loss or damage and I will then pay to you the "Stipulated Value" equal to the present value of the total of all unpaid payments for the full term all discounted at five percent (5%). Any proceeds of insurance will be paid to you and credited against the outstanding balance.
- 13. **Customer's Representations.** I have given true and complete information in my application (including any supporting information) provided to you and I understand that you have relied on it. I have full authority to enter into this Agreement. The Equipment is free and clear of any liens and encumbrances.
- 14. **Warranties.** I UNDERSTAND THAT THE FINANCER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE EQUIPMENT, GOODS, PROPERTY AND/OR SERVICES SOLD UNDER ANY AGREEMENT.
- 15. **Indemnity:** You are not responsible for any loss or injuries caused by the installation or use of the Equipment. I agree to hold you harmless and reimburse you for loss and to defend you against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. My indemnity obligation includes any cost, expense or liability you incur, including court costs, attorney fees, interest and penalties.
- 16. **Default and Remedies.** I will be in default under the Agreement for any of the following reasons: (a) failure to make a payment in full when due; (b) failure to comply with any promise or term of the Agreement; (c) default on any other obligation for which I am legally responsible; (d) if any of my Customer's Representations were false, incorrect or misleading; (e) if I (or any guarantors) die; (f) if I (or any guarantors) become insolvent or the subject of a bankruptcy or other insolvency proceeding. If I default, you will have the right to accelerate the remaining unpaid payments and require that I immediately pay such amount plus any other accrued charges. After default, you may take possession of the Equipment by either self-help or legal process, at your option. You may require me to assemble and make the Equipment available to you or, at your option, I will allow you to peaceably enter the premises at which the Equipment is located so that you can remove it. I agree to pay you all the costs and expenses, including, but not limited to, attorney's fees, Equipment repossession costs, Equipment storage costs, costs of refurbishing Equipment and insurance costs, you incur in any enforcement through legal proceedings or otherwise, and in any dispute related to this Agreement or the Equipment. I agree that any delay or failure to enforce your rights under this Agreement does not prevent you from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy. It is further agreed that my rights and remedies are governed exclusively by this Agreement.
- 17. **Authorization to Communicate with Third Parties.** I authorize you to contact any person to obtain or disclose information about me in connection with making, servicing, and collecting this debt.
- 18. **Venue:** THIS AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NORTH DAKOTA UPON SIGNING BY THE FINANCER AND WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH NORTH DAKOTA LAW. I EXPRESSLY CONSENT TO JURISDICTION AND VENUE (AT YOUR SOLE DISCRETION) OF ANY APPROPRIATE COURT LOCATED IN THE STATE OF MINNESOTA AND I WAIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EQUIPMENT. I WAIVE RIGHT OF DEFENSE OF INCONVENIENT FORUM. SERVICE OF PROCESS SHALL BE DEEMED SUFFICIENTLY MADE ON ME BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO MY BILLING ADDRESS SET FORTH ABOVE.

CUSTOMER'S INITIALS X 



Location No. 3947

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- Scope of Agreement.** During the term of this Agreement, Alisco (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on the Schedule attached hereto, as such Schedule may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods which require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.
- Term.** This Agreement shall remain in full force and effect for a period of 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.
- Charges.** In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on the Schedule attached hereto and other charges which may become applicable. The description of the charges shown on the Schedule and other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at www.alisco.com. All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help Alisco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alisco.
- Price Adjustments.** On the first anniversary date and annually thereafter, Customer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices more frequently than annually by more than 5% or the CPI as provided above ("Additional Price Increases"), Supplier shall notify Customer of the Additional Price Increase as provided above. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.
- Payment and Credit.** All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 1 1/2 % per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full payment on a credit account balance is not made within 30 days of the due date. Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.
- Representation and Indemnity.** Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials, and that the goods are not flame retardant or treated to resist acids or other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of flammability, risk or where contact with caustic or otherwise hazardous materials or ignition sources is possible. Customer expressly agrees to indemnify and hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.
- Title to Goods and Replacing Lost or Damaged Goods.** It is understood by the parties that all goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall be responsible for all goods which are lost, destroyed, stolen or not returned as required herein, and with respect to such lost, destroyed, stolen or non-returned goods Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
- Liquidated Damages.** Customer acknowledges that since Supplier owns the goods covered hereby and that such goods may be unique to Customer's requirements and that the value of such goods is depreciating with time, the timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.
- Payment of Goods Upon Termination.** Upon termination of this Agreement, with or without cause, Customer agrees to return to Supplier all goods supplied pursuant to this Agreement. Customer agrees to pay Supplier's Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.
- Change of Customer's Location.** Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Section 9 relating to liquidated damages shall not apply.
- Undertaking and Quality.** Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in quality of the service and/or goods furnished by Supplier hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate correction. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier fails to correct the deficiencies within 30 days after its receipt of the second notice provided herein, Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.
- Other Contracts.** Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another supplier of services or goods covered by this Agreement.
- Binding Effect.** This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder.
- Severability.** If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof shall remain in full force and effect.
- Enforcement of Agreement.** In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:

CUSTOMER NAME: Xavier Charter School

ADDRESS: 1218 N College Rd W

CITY, STATE, ZIP: Twin Falls, ID 83301

SUPPLIER'S ACCEPTANCE:

BY: [Signature]

(AUTHORIZED REPRESENTATIVE)

TITLE: [Signature]

DATE: 8-24-2011



First in textile services worldwide

SERVICE AGREEMENT
SCHEDULE A

8/25/11

Location # 3947 Route # 8 Stop # 8 S M T W TH F S Frequency: Weekly EOW E4W E8W
 New Acct Additional New Item Increase Inventory Garment Upgrade Bill To: XAVIER charter school
 Deliver To: XAVIER charter school Address 1218 N college RDW
 City, State, Zip Twin Falls Idaho Phone (208) 734-3947 Fax ()
 Key Contact & Title Justin Lanting Special Delivery Charge Time Close
 E-Mail Address Justin Lanting Website
 Delivery Minimum 10.00 Special Delivery Charge COD Charge Applied For
 Tax Exempt # 142268 Contract Class 11516 Contract Expiration Date 9/15
 PO # 142268 Sales Code 142268 Salesperson Doug York Page 1 of 1 pages
 # Duplicate Invoices 1 # Returned Signed 1
 Irregular Flat Rate SIC Code 142268 Special Billing 142268 Special Items 142268

Line No.	Item No.	Wearer Code	Name	Size	Item Description/Color	Delivery Quantities						Total Inventory	Inventory Minimum		Invoice Rule	Unit Price	Replacement Charge	Inv. Maint. %
						1st	2nd	3rd	4th	5th	6th		Billing %	Quant.				
						100	100					200		100	0.18			
			Bar Bag		wht	1	1					2		1	0.30			
					Base stain							1			NK			

ISSUE DATE: 8/29/11 INVOICE DATES: 8/29/11 Invoice Service Charge \$ 142268
 UNIFORM CHARGES: 142268 Price/Each 10
 Charge 142268 Price/Each 10
 Name Emblem Service Price/Each 10
 Company Emblem Garment Inventory Maintenance Price/Each 10
 Preparation Charge Shirts
 Oversize Charge Pants, Coats, Jackets
 Other: Blended Coveralls
 Grade: New A B Cotton Coveralls

Notes: 142268

Customer's Initials DJ

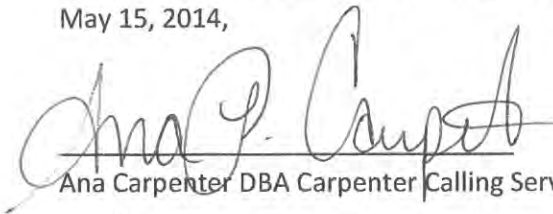
Contract Services Agreement

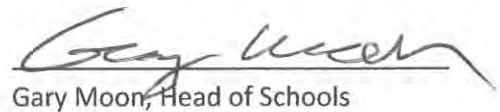
This Contract shall be between Carpenter Calling Service and Xavier Charter School doing Business at 1218 N College Road W, Twin Falls, ID. The length of contract shall be from September 3, 2013 continuing thru June 4, 2014. The Contract shall be for services provided to the school under the direction of the business manager.

An annual fee of \$1,500 shall be charged to provide the services listed below:

- Answer phone calls from faculty and staff concerning absences.
- Contact pre-approved Substitutes to fill positions as calls come in.
- Email all substitutes for that day by 7:30am to admin@xaviercharter.org
- Log the absentees and sub onto the attendance tracking spreadsheet.
- Send the attendance tracking spreadsheet to mphelan@xaviercharter.org every Monday prior to noon for payroll processing.
- Schedule subs for staff members who have pre-arranged absences.
- Schedule subs for activity trips approved by administration.
- A Cell phone owned by Xavier Charter will be provided to you for the purpose of receiving calls from faculty/staff and calling substitutes. No personal calls should be answered or dialed from this phone.
- Monthly an updated list of Substitutes will be emailed to your email address to ensure we have approved the individual for use at Xavier Charter School.
- At any time you are not able to find a substitute to cover a classroom, you will contact the Lead Teacher on their cell phone to ensure they have knowledge of such problem.

Contract payments shall be spread evenly over the 9 months beginning September 15, 2013 and ending May 15, 2014,


Ana Carpenter DBA Carpenter Calling Service


Gary Moon, Head of Schools

8/30/13
Date

9-3-13
Date

Cierra Therapy, LLC

Speech-Language & Occupational Therapy

STANDARD CONTRACT

OCCUPATIONAL THERAPY SERVICES

CIERRA THERAPY, LLC
PO BOX 5544
1092 EASTLAND DR N, SUITE A
TWIN FALLS, IDAHO 83303-5544

FEDERAL ID#: 82-0535999
WORKMAN'S COMP POLICY #: 559225; EXPIRATION: 04/01/2014
PROFESSIONAL LIABILITY POLICY: AHL0224561; EXPIRATION: 07/29/2014

This Contract is entered into by Cierra Therapy, LLC and the **Xavier Charter School** hereinafter referred to as the school for the 2013-2014 school year.

CIERRA THERAPY, LLC AGREES TO:

1. Provide evaluation, consultation, and therapy services as directed by the Xavier designee. This includes but is not limited to planning time, data analysis, writing of daily notes and quarterly reports, and staff interaction time.
2. Produce written records documenting above duties in accordance with the policies of the school.
3. Attend meetings and make phone calls that pertain to occupational services, and/or as requested by the designated representative of the school. Case management duties will be performed at the district's request.
4. Provide services conducted by a certified occupational therapist or certified occupational therapy assistant who holds a current Idaho license.
5. Submit a monthly billing statement that includes dates, hours and mileage for the services performed.

XAVIER CHARTER SCHOOL AGREES TO:

1. Provide an acceptable space to provide services to students and staff members.
2. Provide materials to perform the job duties.
3. The special education director that the therapist reports to and takes direction from is Pamela Houston-Powell. The Lead Teacher that the therapist reports to and takes direction from is Lisa Thompson. If this should change please notify Cierra Therapy.
4. Provide compensation at the rate of \$60.00 per hour from clinic to return.
5. Provide compensation for round-trip mileage at \$0.565 per mile, or the current rate established by the federal government.
6. Provide payment within 15 days of the receipt of the invoice from Cierra Therapy, LLC.

GENERAL TERMS AND CONDITIONS:

Either party may terminate this agreement with thirty (30) days written notice to the other party.

DATE 5/31/13

DATE 6/25/13



Mindy Harmer, M.A., CCC-SLP or
Cherri Suter, M.S., CCC-SLP
Cierra Therapy, LLC



Xavier Charter School
Authorized Representative

Cierra Therapy, LLC

Speech-Language & Occupational Therapy

STANDARD CONTRACT

SPEECH-LANGUAGE THERAPY SERVICES

CIERRA THERAPY, LLC
PO BOX 5544
1092 EASTLAND DR N, SUITE A
TWIN FALLS, IDAHO 83303-5544

FEDERAL ID#: 82-0535999
WORKMAN'S COMP POLICY #: 559225; EXPIRATION: 04/01/2014
PROFESSIONAL LIABILITY POLICY: AHL0224561; EXPIRATION: 07/29/2014

This Contract is entered into by Cierra Therapy, LLC and the **Xavier Charter School** hereinafter referred to as the school for the 2013-2014 school year.

CIERRA THERAPY, LLC AGREES TO:

1. Provide evaluation, consultation, and therapy services as directed by the Xavier designee. This includes but is not limited to planning time, data analysis, writing of daily notes and quarterly reports, and staff interaction time.
2. Produce written records documenting above duties in accordance with the policies of the school.
3. Attend meetings and make phone calls that pertain to speech and language services, and/or as requested by the designated representative of the school. Case management duties will be performed at the district's request.
4. Provide services conducted by a certified speech and language pathologist who holds the national Certification of Clinical Competency and a current Idaho license, or is completing a Clinical Fellowship Year.
5. Submit a monthly billing statement that includes dates, hours and mileage for the services performed.

XAVIER CHARTER SCHOOL AGREES TO:

1. Provide an acceptable space to provide services to students and staff members.
2. Provide materials to perform the job duties.
3. The special education director that the therapist reports to and takes direction from is Pamela Houston-Powell. The Lead Teacher the therapist reports to is Lisa Thompson. If this should change please notify Cierra Therapy.
4. Provide compensation at the rate of \$58.00 per hour from clinic to return.
5. Provide compensation for round-trip mileage at \$0.565 per mile or the current rate established by the federal government.
6. Provide payment within 15 days of the receipt of the invoice from Cierra Therapy, LLC.

GENERAL TERMS AND CONDITIONS:

Either party may terminate this agreement with thirty (30) days written notice to the other party.

DATE 5/31/13

DATE PBS

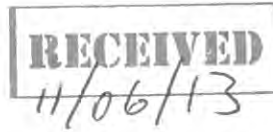
Mindy Harmer

6/25/13

Mindy Harmer, M.A., CCC-SLP or
Cherri Suter, M.S., CCC-SLP
Cierra Therapy, LLC

Xavier Charter School
Authorized Representative

Xavier Charter School
1218 N College Rd W
Twin Falls, ID 83301



CONTRACT FOR SNOW REMOVAL

This contract is entered into this 4th day of April 2013, between Xavier School of Twin Falls, Idaho, herein after referred to as "Owner", and Dee's Snow Removal of 309 East Ave B, Jerome, Idaho 83338, herein after referred to as the "Contractor" and shall terminate on the 30th day of April, 2014.

In consideration of the amounts to be paid hereunder, the Contractor Agrees to remove snow on the terms listed herein:

1. Owner agrees to pay contractor the sum of \$225.00 per push to clear snow from Owner's parking lot.
2. Contractor agrees that all parking lot area will be plowed when a 2 inch accumulation of snow has occurred. All initial plowing will occur prior to 7:00 a.m. If Owner does not want the snow removed on any particular day, Owner will notify Contractor in advance.
3. The sidewalks and walkways are to be kept clear of pushed snow.
4. Contractor is not responsible to remove ice from the parking lot.
5. Contractor certifies that he maintains liability insurance on all his vehicles. See attached insurance binder.
6. Contractor certifies that he maintains Workers Compensation Insurance for his employees.
7. Owner agrees to keep vehicles out of the parking lot, as much as possible, prior to 7:00 a.m.
8. This contract may be terminated by either party upon thirty (30) day written notice, or immediately because of failure to perform without notification to Owner.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of The day and year first above written.

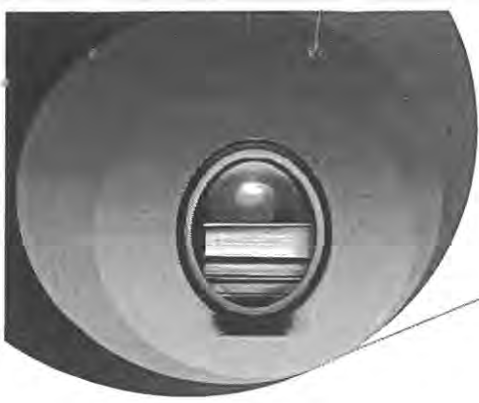
DATED this 6 day of November, 2013.
" Owner"

A handwritten signature in black ink, appearing to be "Gerry [unclear]".

DATED this 4th of April, 2013
"Contractor"

A handwritten signature in black ink, appearing to be "Dee's Snow Removal".

Dee's Snow Removal
309 East Ave B
Jerome, Idaho 83338



EdWise LLC

Educational Consultation & Services

910 Green Tree Way

Twin Falls, ID 83301

208.308.2410

edwisellc@aol.com

Wise Approaches Affording Educational Benefit

Contractual Agreement

THIS AGREEMENT is entered into on this 20th day of June 2013, by and between EdWise LLC and Xavier Charter School for the 2013-2014 calendar school year. The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

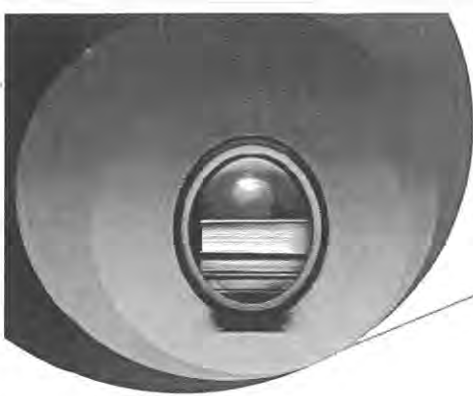
Article I: Scope of Services

- Special education and federal programs administration; specialized educational program and processes consultation; completion and filing of required reports for the Idaho State Department of Education and/or other state or federal agencies as directed by the Head of Schools or designee.

Pamela Houston-Powell, Ed.S, Idaho certified Director of Special Programs, Principal, Superintendent, Idaho State Department of Education Facilitator / Mediator, and owner of EdWise LLC will provide during the contract period administrative and consultative services, including special education directorship, Title I-A directorship, Section 504 coordination and case-management, and federal programs directorship and consultation as needed. EdWise LLC will be the exclusive and sole provider of special education and federal programs related administration and consultative services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise.

- School psychological and RTI services

Hillary Johnston, M.Ed, Idaho certified School Psychologist and independent contractor of EdWise LLC will provide during the contract period school psychological examinations and psychological consultative services, including psychological tests and other psychometric instruments used in determining eligibility for special education services as well as assisting teachers and administration in required Response to Intervention (RTI) processes and procedures. Testing protocols used during testing periods will be included in the invoice submitted by EdWise. Since these services qualify for Medicaid reimbursements to Xavier Charter School, Service Detail Reports (SDRs) will be completed and submitted to the school bookkeeper for any psychological tests and/or services rendered to Medicaid eligible students, so that Medicaid reimbursements for said tests and/or services can be obtained by Xavier Charter School. EdWise LLC will be the exclusive and sole provider of



EdWise LLC

Educational Consultation & Services

910 Green Tree Way

Twin Falls, ID 83301

208.308.2410

edwisellc@aol.com

Wise Approaches Affording Educational Benefit

psychological services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise.

Contractual Agreement, pg. 2

- Social work services

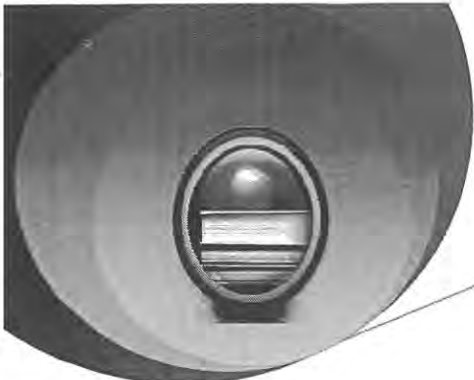
Callae Marcellus, M.Ed, LMSW, Idaho licensed social worker and independent contractor of EdWise LLC will provide mental health/behavioral examinations and mental health/behavioral consultative services, including social histories and other psychotherapeutic procedures used in determining eligibility for special education services as well as assisting families in navigating social agency service procedures. Testing protocols used during testing periods will be included in the invoice submitted by EdWise. Since these services qualify for Medicaid reimbursements to Xavier Charter School, Service Detail Reports (SDRs) will be completed and submitted to the school bookkeeper for any mental health/behavioral tests and/or services rendered to Medicaid eligible students, so that Medicaid reimbursements for said tests and/or services can be obtained by Xavier Charter School. EdWise LLC will be the exclusive and sole provider of psychological services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise.

- RTI/Benchmarking/Progress monitoring consultation

Jesse Mittlestadt, B.A, Idaho certified special education teacher and independent contractor of EdWise LLC will provide training and ongoing teacher support in RTI procedures, progress monitoring, and academic benchmarking using Xavier Charter School purchased AIMSweb software licenses. This information will be critical to the RTI processes and procedures, particularly when a student is referred for a special education evaluation.

- Discretionary services

Other services will be provided as needed (i.e., paraeducator training to meet Idaho Paraprofessional Standards, faculty inservice training, etc.).



EdWise LLC

Educational Consultation & Services
910 Green Tree Way
Twin Falls, ID 83301
208.308.2410
edwisellc@aol.com

Wise Approaches Affording Educational Benefit

Contractual Agreement, pg. 3

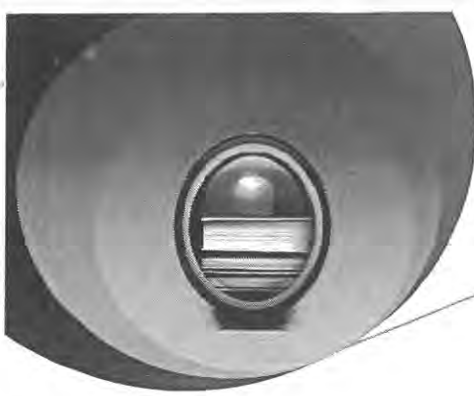
- Psychosocial rehabilitation services (PSR)

EdWise LLC will provide direct psychosocial rehabilitative services, when necessary, to any Xavier Charter School student whose IEP outlines the parameters of said services and which are over and above the PSR services provided by the Xavier employed PSR provider. Behavioral support at the school for students who do not have IEP-outlined PSR services is not included in the scope of this contract, though would be available if requested. The PSR provider will not provide PSR services at Xavier Charter School when the student receiving PSR services is absent from school or otherwise unavailable to receive said services. Since these services qualify for Medicaid reimbursements to Xavier Charter School, Service Detail Reports (SDRs) will be completed and submitted to the school bookkeeper for any mental health/behavioral tests and/or services rendered to Medicaid eligible students, so that Medicaid reimbursements for said tests and/or services can be obtained by Xavier Charter School.

Article II: Schedule and Fees for Services

All services shall be regularly provided to Xavier Charter School as requested by the HOS or school designee:

- Special education and federal programs administration; specialized educational program and processes consultation; completion and filing of required reports for the Idaho State Department of Education.....up to 20 hours per month @ \$60 per hour
- School psychological and RTI services.....up to 12 hours per month @ \$60 per hour
- Social work services (included in discretionary hours).....up to 4 hours per month @ 60 per hour
- Discretionary services.....up to 8 hours per month @ \$50 per hour
- RTI/Benchmarking/Progress monitoring consultation.....8 hours per month @ \$50 per hour
- Psychosocial rehabilitation services (PSR).....7 hours per day @ \$30 per hour



EdWise LLC

Educational Consultation & Services

910 Green Tree Way

Twin Falls, ID 83301

208.308.2410

edwisellc@aol.com

Wise Approaches Affording Educational Benefit

NOTE: Medicaid reimbursable services include psychological, mental health/behavioral, and PSR services for which Xavier Charter School would recoup the majority portion of the costs for said services when students receiving these services are determined to Medicaid eligible.

Article III: Addendum Psychological Services

Xavier Charter School may request additional hours of any EdWise LLC services during the course of the contract term. The fee for each additional hour of service is as specified above within each

Contractual Agreement, pg. 4

categorical service. The fee for each additional hour of direct student PSR services is \$30. The fee for each additional hour of direct student behavioral support (not PSR) is \$12.50.

Article IV: Payment for Services

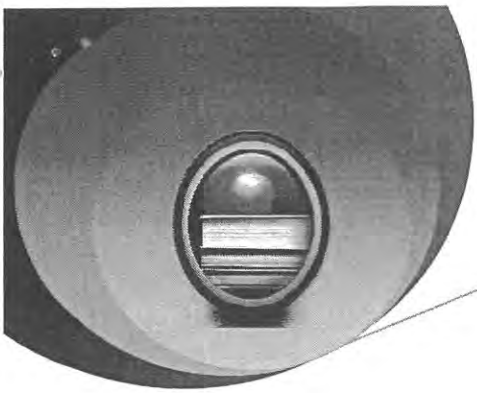
EdWise LLC shall provide an invoice to Xavier Charter School twice monthly. Xavier Charter School shall execute payment within seven business days from the receipt of the invoice unless other arrangements are made that are agreeable to both parties.

Article V: Liability Insurance/Licensure

EdWise LLC agrees to maintain all appropriate documentation for independent contracted service providers and will provide copies of such documentation as requested by Xavier Charter School. Documentation includes licensure and/or certification information, background check information, and professional liability insurance coverage.

Article VI: Conditions / Limitations of Contract

All EdWise LLC service providers are gainfully employed by school districts within the Magic Valley area. When direct services to students are necessary, arrangements will be made to provide them during the course of the typical school day. Indirect services (i.e., administrative, training, etc.) will be provided after 4:00 p.m. unless other arrangements are made that are agreeable to both parties.



EdWise LLC

Educational Consultation & Services

910 Green Tree Way

Twin Falls, ID 83301

208.308.2410

edwisellc@aol.com

Wise Approaches Affording Educational Benefit

This contract shall be subjected to review or modification by either party and may be terminated at any time by either party, subject to a thirty- (30) day written notice. Both parties have the right to discuss this option prior to submission of written notice.

Administrator, Board Member or Designee, Xavier Charter School

6/25/13

Date

Owner, EdWise LLC

Date



XAVIER CHARTER SCHOOL
 1218 North College Road W
 Twin Falls, ID 83301
 (208) 734-3947 Phone (208) 733-1348 Fax

RECEIVED
 10/9/13

CLASSIFIED EMPLOYEES WORK AGREEMENT

State of Idaho
 County of Twin Falls

This agreement made and entered into by and between Xavier Charter School of **Twin Falls County, Idaho,**

Heidi Stoddard

Heidi Stoddard, as billing personnel for Medicaid funding, in the above named school district for a period of:

One School Year
 August 1, 2013
 To
 July 1, 2014

At the pay rate of:

10% of billable amount to State of Idaho Health and Welfare
 with:

No benefits to the position

Paid as contract stipend to the employee each month on or about the 25th of the month following billing presented for proof of payment.

Heidi Stoddard
 Signature of employee

Gary Moore
 Signature of Head of Schools

9-13-13
 Date

9-13-13
 Date

This is an at-will agreement between Xavier Charter school and the above mentioned employee.

INTEGRATED TECHNOLOGIES

TWIN FALLS, IDAHO • PHONE 208-734-6181 • WATS 1-800-333-7025

MAINTENANCE AGREEMENT

BILLING CYCLE ANNUAL MONTHLY

EQUIPMENT		METER READING		RENEWAL DATE	MINIMUM CHARGE	ALLOWANCE COPIES	COST PER COPY AMOUNT
MODEL	SERIAL NO.	READING	DATE				
M2783	SHARP						
MX-M503	95011754	2195379	05/01/2013	05/01/2014	\$25.00		.0089

BILLING ADDRESS

COMPANY NAME XAVIER CHARTER SCHOOL		
ADDRESS 1218 N COLLEGE RD WEST		
CITY TWIN FALLS	STATE ID	ZIP 83301
ATTN: SHERYL		PHONE 208-734-3947

INSTALLATION ADDRESS

COMPANY NAME XAVIER CHARTER SCHOOL		
ADDRESS SAME		
CITY	STATE	ZIP
ATTN:		PHONE

THE ABOVE CHARGES INCLUDE:

ALL MAINTENANCE, PARTS, LABOR, PM KITS, DRUMS
FUSER & CLEANING ROLLERS, BLACK TONER, &
BLACK DEVELOPER

THE ABOVE CHARGES EXCLUDE:

ALL PAPER PRODUCTS, COLOR UNITS, STAPLES &
ALL NETWORK ISSUES.

EMAIL address for meter requests:

FAX NUMBER:

****Maintenance agreement may be modified or cancelled based on availability of parts & supplies ****

This Agreement shall not apply to any repairs made necessary by accident, abuse, neglect, theft, vandalism, improper installation (installation other than set out in the owner's manual), electric power failure, fire, water or other casualty or damage resulting from servicing by personnel other than those of **Integrated Technologies**.

This is a 1 year agreement, automatically renewable at the end of 1 year(s) under these same terms and conditions. It is agreed between parties that the quoted price on the minimum charge, allowance copies, and the cost per copy amount is guaranteed for the period of 1 year(s), at which time the minimum charge and cost per copy amount will be increased based on prevailing market costs.


This Agreement is conditioned upon the proper installation of the equipment to electrical outlets as outlined in the copy machine service manual, and this Agreement can be terminated by INTEGRATED TECHNOLOGIES (Formerly MVBS), if it is determined by a trained factory technician that the unit is not connected to a dedicated 20 amp power receptacle that meets the uniform building code in force. The equipment must be connected to a surge protector approved and installed by **Integrated**.

The customer agrees to purchase and **Integrated** agrees to provide maintenance service for the equipment identified above in accordance with the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this Agreement, signed by Customer and **INTEGRATED** Representative.

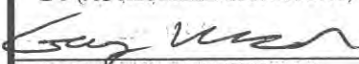
I understand that I will be charged a billing fee of 1 1/2 % per month (18% annually) for all outstanding balances on my account over 30 days old with **INTEGRATED**. I further agree that in the event of non-payment of my account, I understand that **Integrated** could cancel this Agreement and that I shall be responsible for all costs of collection, court costs and reasonable attorney's fees required to collect my account.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THESE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF **INTEGRATED**.

INTEGRATED TECHNOLOGIES AUTHORIZATION

INTEGRATED TECHNOLOGIES REPRESENTATIVE SIGNATURE 		
PRINTED SIGNATURE NAME Julie Schmahl	DATE 10/22/13	
OFFICE ADDRESS P.O. Box 1843		
CITY Twin Falls	STATE ID	ZIP 83303-1843

CUSTOMER'S AUTHORIZATION

CUSTOMER NAME Xavier Charter School	
BY (AUTHORIZED SIGNATURE) 	DATE 12-5-13
PRINTED SIGNATURE NAME Gary Myden	TITLE HOS
PURCHASE ORDER NO.	P.O. DATE

Terms and Conditions



4744542-003

LEAF FUNDING, INC.

LEASE AGREEMENT

1720A Crate Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2620

LESSOR LEGAL NAME XAVIER CHARTER SCHOOL		Tax ID#: 2-59700317	Telephone No: 2089339287
Billing Address: 771 N COLLEGE RD, TWIN FALLS, ID 83301		Equipment Location (if other than Billing Address): 771 N COLLEGE RD, TWIN FALLS, ID 83301	
EQUIPMENT DESCRIPTION: (indicate quantity, qty. or used and include make, model, serial # and all attachments - attach separate schedule if necessary)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number Serial Number
1	Sharp mx530n: w/draw,fin,2hole,fx kit		95011754
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS: 60 60 @ \$189.00 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair Market Value, plus taxes <input type="checkbox"/> 10% of Equipment Cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$75.00
		Total due at time	\$75.00

*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease", "we," "our," and "us" refers to LEAF Funding, Inc. as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/take the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessor as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid, plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION THE IN STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
- ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: XAVIER CHARTER SCHOOL
 Leasee Authorized Signature: C. Fulcher Print Name: Crista Fulcher Title: Principal
 E-Mail Address: cfulcher@xaviercharter.org 9-1-09

Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment (a) has been delivered to and installed at the above location(s) and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessor warrants that the Equipment Delivery Date set forth below is correct. Lessor authorizes LEAF Funding, Inc. to pay the equipment purchase price in the applicable vendor(s).
 Authorized Signature: [Signature] Equipment Delivery Date: 9-1-09

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we may proceed directly against undersigned without first proceeding against Lessor or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessor. Undersigned will pay all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Delaware and expressly waive any right to a trial by jury.

SIGNED BY: [Signature] PRINT NAME: Andrew De... E-MAIL ADDRESS: [Email]
 Accepted by: LEAF Funding, Inc. By: [Signature] Title: Andrew De... Lease Commencement Date: 9-3-09 (MOB02/11.12.08)

ORIGINAL
 I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL



CONTRACT FOR SERVICES

MAGIC VALLEY COLLECTIONS & RECOVERY, INC.

P.O. Box 2371
704 2ND AVENUE NORTH
TWIN FALLS, ID 83303-2371
208-733-4171 (VOICE)
208-733-4317 (FAX)
mvcric@cablone.net

*Owned and operated by Mary Lou Webb
In business since 1953*

This agreement is to outline the *BASIC GUIDELINES* for Collection Services to be provided by Magic Valley Collections & Recovery, Inc., hereinafter referred to as MVCR, for the firm of

XAVIER CHARTER SCHOOL

Here in after referred to as the **CLIENT**, who will, from to time, refer delinquent accounts to MVCR for collection and skip tracing activity.

All accounts will be serviced at the rate agreed upon between MVCR and the **CLIENT** (copy attached as Rate Structure). All interest accrued from the Date of Referral will be retained by MVCR unless otherwise agreed upon on attached Rate Structure.

MVCR will follow all Local, State and Federal Laws in its collection procedures used while representing the accounts of the **CLIENT**.

MVCR will remit on a monthly basis, that portion of any monies collected and owed to the **CLIENT**. Month end is normally done on the last day of each month and the remittance statements are normally in the hands of the **CLIENT** by the 15th of the following month.

The **CLIENT** will advise MVCR of all money paid directly to their firm at any time during the month and this information will appear on the remittance statement. All previously agreed rates will apply to these payments made directly to the **CLIENT** and the statement will reflect such rates.

The **CLIENT** will advise MVCR of any interest rates and figures charged on all accounts turned for collection. The **CLIENT** will clearly itemize all charges on any account, in accordance with all State and Federal Laws.

The CLIENT has the right to request the return of any and all accounts previously turned for collection to MVCR, at no charge, with the exception of the following:

Those accounts involved in Legal Activity through the services of MVCR and it's Attorney;

Any accounts currently involved in a payment arrangement with MVCR;

or any accounts that have been forwarded out of the immediate collection area to another collection agency.

THE CLIENT MAY NOT WITHDRAW AN ACCOUNT SO THAT THE CONSUMER MAY PAY THEM DIRECTLY AND HAVE THE ACCOUNT REMOVED FROM HIS OR HER PERSONAL CREDIT RECORD.

The CLIENT may choose to accept a payment from the consumer, however, this should not be done without the consent of MVCR to preserve accurate balance information and credit reporting data. The CLIENT is held responsible, along with MVCR, for the accuracy in all account balance information provided to MVCR and any credit reporting entities.

This agreement is continuous, but may be canceled by either party as to future assignments; this supersedes and replaces any prior agreement, understandings, or arrangements, and may be modified, amended, or terminated only in writing duly signed by both parties.

SIGNED THIS 29 DAY OF September

CLIENT NAME: XAVIER CHARTER SCHOOL

*AUTHORIZED SIGNATURE: *Justin Lanting*
PRINTED NAME AND TITLE: JUSTIN LANTING

MVCR: _____

AUTHORIZED SIGNATURE: *Linda Brown*
PRINTED NAME AND TITLE: LINDA BROWN OFFICE MGR? SALES REP

**MEMBER OF THE INTERNATIONAL COLLECTORS ASSOCIATION
And
THE IDAHO COLLECTORS ASSOCIATION**



CONTRACT FOR SERVICES / RATE STRUCTURE FOR THE FIRM OF:

XAVIER CHARTER SCHOOL

DATE: 9-28-11

REGULAR COLLECTION RATE: 50 %

EXPLANATION: _____

LEGAL COLLECTION RATE: 50 %

EXPLANATION: _____

FORWARD COLLECTION RATE: 50 %

EXPLANATION: _____

FEE FOR RETURNED EQUIPMENT: _____ %

EXPLANATION: _____

COMMENTS:

MAGIC VALLEY COLLECTIONS & RECOVERY, INC.

P.O. Box 2371

704 2ND AVENUE NORTH

TWIN FALLS, ID 83303-2371

208-733-4171 (VOICE)

208-733-4317 (FAX)

mvcric@cableone.net

Owned and operated by Mary Lou Webb

*Thank you for your continued business and the opportunity to serve as your
Accounts Receivable and Collection Agency.*

Please feel free to call us with any questions or needs you may have.

Member of the International Collectors Association

In business since 1953

MAGIC VALLEY COLLECTIONS & RECOVERY, INC.

P.O. Box 2371
704 2ND AVENUE NORTH
TWIN FALLS, ID 83303-2371
208-733-4171 (PH)
208-733-4317 (FAX)
mvrinc@cablone.net

Owned and Operated by Mary Lou Webb
Established in 1952

LISTING SHEET FOR COLLECTION ACTIVITY

DATE: 9-28-11
YOUR BUSINESS NAME: XAVIER CHARTER SCHOOL
NATURE OF BUSINESS: _____

YOUR BUSINESS MAILING ADDRESS: 1218 NORTH COLLEGE RD W
PHYSICAL ADDRESS: _____
CITY: TWIN FALLS ST: ID ZIP: 83301

YOUR BUSINESS PH: 208-734-3947 FAX: 208-733-1348
E-MAIL: _____

* AUTHORIZED SIGNATURE: *Justin Lanting*
PRINTED NAME: JUSTIN LANTING TITLE: * Business Manager

YOUR CLIENT NAME & INFORMATION YOU ARE TURNING IN FOR
COLLECTION: ACCT: # _____ NAME: _____

ADDRESS: _____
PH: _____ CELL: _____ MSG: _____
SSN: _____ DOB: _____
BALANCE DUE: \$ _____ DATE OF LAST SERVICE: _____
DATE OF LAST PAYMENT: _____
COMMENTS: _____

PLEASE ATTACH A COPY OF THE LAST BILLING STATEMENT SENT TO
YOUR CLIENT AND A COPY OF THE ORIGINAL DOCUMENTS CREATING
THE DEBT.

ANY SIGNED DOCUMENTS OR ADDITIONAL INFORMATION YOU MAY
HAVE, SUCH AS YOUR ORIGINAL CREDIT APPLICATION, WILL ALSO BE
OF GREAT VALUE TO US IN OUR SKIP TRACING DEPARTMENT.

THANK YOU FOR LISTING WITH US. WE ALSO OFFER SERVICES IN
REPOSSESSIONS, SKIP TRACING, BILLING AND ALL AVENUES OF
COLLECTIONS FOR YOUR ACCOUNTS RECEIVABLE NEEDS.

CALL US TODAY FOR FURTHER INFORMATION ON ANY OF THESE
SERVICES.

Member of the American Collectors Association

Northside Office Cleaning

CONTRACT WITH XAVIER CHARTER SCHOOL
1218 N. COLLEGE ST. WEST
TWIN FALLS, IDAHO 83301

FACILITY WIDE DUTIES

Schedule

- | | | |
|----|---|---------------|
| 1. | Empty all trash cans and replace with new liners, if needed
Remove all collected trash to designated areas. | 5 days per wk |
| 2. | Spot clean all horizontal and vertical surfaces, removing
smudges, fingerprints and stains (includes doors, door frames,
walls, drinking fountains, etc.) | 5 days per wk |
| 3. | Clean and wet mop gymnasium floor after lunch and move tables. | 5 days per wk |
| 4. | Scrub vinyl composition floor including library and hallways | 5 days per wk |

LOBBY AREA

- | | | |
|----|---|---------------|
| 1. | Vacuum all carpeted area. | 5 days per wk |
| 2. | Dust front foyer counter and all tables. | 5 days per wk |
| 3. | Clean all corners and area's of spider webs. | 5 days per wk |
| 5. | Clean and remove fingerprints from glass doors. | 5 days per wk |
| 6. | Dust and clean all lobby furniture including piano. | 5 days per wk |

RESTROOMS / LOCKER ROOMS

- | | | |
|----|--|---------------|
| 1. | Wipe clean and disinfect fixtures, walls and mirrors. | 5 days per wk |
| 2. | Fill toilet paper, towels and soap dispensers as needed. | As needed |
| 3. | Wet mop floors with disinfectant cleaner. | 5 days per wk |
| 4. | Clean and sanitize toilets and urinals. | 5 days per wk |
| 5. | Wipe down partitions. | 5 days per wk |
| 6. | Empty wastebaskets and remove to designated area's. | 5 days per wk |
| 7. | Disinfect locker room floors. | 5 days per wk |

OFFICES AND CLASSROOMS

1. Empty all trash cans and replace with new liners, if needed remove all collected trash to designated areas. 5 days per wk
2. Vacuum all carpeted area. 5 days per wk
3. Clean and sanitize all classroom sinks. 5 days per wk
4. Dry dust computer screens, fixtures and window sills. 5 days per wk
5. Clean all entry doors and windows removing smudges and dirt. 5 days per wk.

BREAK ROOM

1. Clean coffee area and teacher lounge. 5 days per wk
2. Sweep and/or dry mop lunchroom floor. 5 days per wk
3. Wash countertops, refrigerator, microwave and all other appliances. 5 days per wk

ADMINISTRATION OFFICES

1. Vacuum all carpeted areas 5 days per wk
2. Empty all trash cans and replace with new liners, if needed and remove all collected trash to designated areas. 5 days per wk.
3. Clean and disinfect all counters and desks removing dirt and smudges. 5 days per wk

GROUNDSKEEPING

1. Sweep school entry. 5 days per wk
2. Empty trash containers. 5 days per wk
3. Pick-up trash and debris from outside perimeter of school. 5 days per wk.

MONTHLY SERVICES

1. Clean baseboards Monthly
2. Dust high moldings, doors and window casings. Monthly

OTHER DUTIES

- | | | |
|----|--|--------------|
| 1. | Clean-up related to a major emergency. (Toilet overflow, major spills or other related incident). | On Call |
| 2. | Replace all heating vents in units on rooftop. | Twice yearly |
| 3. | Replace burned out light bulbs throughout facility. | As needed |
| 4. | Sweep and or push snow from front sidewalks during winter. | As needed |
| 5. | Strip and wax vinyl composition floors. | Annually |
| 6. | Wash outside windows. | Annually |
| 7. | Deep clean carpets using carpet extractor. | Annually |
| 8. | Light maintenance including changing light bulbs, repairing door locks and equipment including playground and anything inside the building that can be repaired within the scope of general maintenance duties or as directed by school personnel. | As Needed |

Notes:

Northside cleaning will supply all necessary cleaning materials with the exception of toilet paper, paper towels, hand cleaner and trash liners.


Northside cleaning will provide materials and / or chemicals used to wax vinyl composition floors.

Northside cleaning will provide clean up related to a major emergency, (toilet overflow, major spills or other related incident).

A bid proposal of **\$5242.00** per month or \$62,900.00 per year for the above listed duties, including on call.


Service bond and worker's compensation Insurance will be provided upon request from Farm Bureau Insurance Agent Perry Shank.

This is a yearly contract up for review every August



Patrick Parker / Owner / Northside Cleaning.

11-19-13
Date



Gary Moon / Administrator Xavier Charter School

11-22-13
Date

**XAVIER CHARTER SCHOOL
Service Provider Agreement
For Special Education Related Services**

PHYSICAL THERAPY SERVICES

School Contact Person: Pamela Houston-Powell, Special Services

Service Provider: Primary Therapy Source, LLC
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com

Physical Therapists: Jan Yingst, MPT, PCS; Teresa Prine, MSPT, PCS,
Jackie Dux-Price, DPT; Monlo Beck, DPT,
Trish Howard, DPT; Jamie Benjamin, PTA

Proof of Liability Insurance: Healthcare Providers Service Organization
Purchasing Group Policy # 0265758932

THIS AGREEMENT, entered into this date, September 20, 2011, by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and XAVIER CHARTER SCHOOL.

The Service Provider desires to provide and XAVIER CHARTER SCHOOL desires to purchase Physical Therapy services for special education students.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **Term:** This Agreement shall commence on February 20, 2012 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **Service Provider Responsibilities:** Provide Physical Therapy services for students in the XAVIER CHARTER SCHOOL as a result of referrals from the district, which occur during school hours. The Service Provider shall conduct Physical Therapy evaluations, provide written reports and recommendations, provide physical therapy interventions, provide periodic progress reports, attend and participate in meetings as requested and consultation sessions according to individual student needs.
3. **School Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, such as invitations to the appropriate meetings (IEP, MDT, CST and annual reviews) and provide verification of parent consent to evaluate students. Special Education Personnel will help arrange for space, any necessary forms, and keep Physical Therapy information in Special Education Student files.

FAXED
2/20/12
JK

FAXED
2/20/12
JK

4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of \$65.00 per hour. A monthly billing will be submitted to XAVIER CHARTER SCHOOL stating the dates of service and students served.

5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.

For the School:

Service Provider:


Signature

Primary Therapy Source, LLC
Signature: Jan Yingst, MPT, PCS

Business Manager 2/22/12
Title or Position Date

Title or Position Date

SERVICE AGREEMENT

P.S.I. Environmental Systems Inc.

BOX 2399
TWIN FALLS, ID 83303

ORDER NO. _____

Prepared By: _____

Approved By: _____

Customer's Name Xavier Charter School
Customer's Billing Address 1218 W College Rd W Phone _____
Twin Falls, ID

Customer Number 259557-002

Customer's Service Address _____

- NEW ACCOUNT
- CHANGE
- TEMPORARY
- RENEWAL

Customer's Service Contact _____ Phone _____

SERVICE AGREEMENT

CONTAINER SPECIFICATIONS

QUANTITY	CAPACITY (Cubic Yards)	TYPE OF CONTAINER				
		OPEN	CLOSED	LIDS	DOCK	OTHER
1	6			X		
		3/1WK				

SCHEDULE OF CHARGES

(COMPLETE APPLICABLE ITEMS)

Service Charge Per Month	\$	<u>237.19</u>
Service Charge Per Load	\$	_____
Dumping Charge	\$	<u>93.77</u>
Extra Charge <u>Rental</u>	\$	<u>8.78</u>
Over Base or Extra Pickup	\$	_____
Service Charge Per <u>Tax</u>	\$	<u>.50</u>
(Yard, Cans, Drums, etc.)		<u>Exempt</u>
<u>Total</u>	\$	<u>339.24</u>

Roll-Off Container Service Hours - Mon.-Fri. 6AM-3PM

LIQUIDATED DAMAGES

The parties acknowledge that the damages which Contractor will incur in the event of a breach by Customer are difficult to ascertain. The parties further acknowledge that Customer is not expected to guarantee the gross income of Contractor which would otherwise accrue under this Service Agreement. The parties therefore agree that, should Customer breach this Service Agreement, Customer's liability is limited to 50 % of the Service Charge Per Month or of the Service Charge Per Load, whichever is applicable, for each month, or portion thereof, the breach continues up to and including the number of months remaining in the Initial Term and the Renewal Term of this Service Agreement or the remainder of any Subsequent Renewal Term if applicable.

Equipment Delivery Date _____

Beginning Date of Monthly Charges _____

1-1-2012

CUSTOMER

Idaho Corporation _____
Idaho Partnership _____
A Sole Proprietorship _____ Other _____
Authorized Signature [Signature]
Name (Please Print) JUST N LANTING
Title _____
Date _____

CONTRACTOR

An Idaho Corporation
Representative's Signature [Signature]
Name (Please Print) Les Reitz
Representative's Title Sales Manager
Date 1-16-2012

The Terms and Conditions on Reverse Side Are Expressly Incorporated.

FOR OFFICIAL USE ONLY

	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
NEW	X		X		X			
ROUTE	<u>903</u>		<u>903</u>		<u>903</u>			

Frequency of Service 3 Days Per Week
On Call _____
Initial Term Three Years

MISC. /SPECIAL INSTRUCTIONS / DESCRIPTION OF EQUIPMENT. ETC.

Rate Increase will not exceed 4% Starting yr 2 of 3

SERVICE AGREEMENT

P.S.I. Environmental Systems Inc.

BOX 2399
TWIN FALLS, ID 83303

ORDER NO. _____

Prepared By: _____

Approved By: _____

Customer's Name Xavier Charter School

Customer Number 259 557-003

Customer's Billing Address 1718 N College Rd W Phone _____
Twin Falls, ID

- NEW ACCOUNT
- CHANGE
- TEMPORARY
- RENEWAL

Customer's Service Address _____

Customer's Service Contact _____ Phone _____

SERVICE AGREEMENT

CONTAINER SPECIFICATIONS

SCHEDULE OF CHARGES

(COMPLETE APPLICABLE ITEMS)

QUANTITY	CAPACITY (Cubic Yards)	TYPE OF CONTAINER				
		OPEN	CLOSED	LIDS	DOCK	OTHER
<u>3</u>	<u>95 gallon</u>			<u>single</u>		
				<u>Stream Recycle</u>		

Service Charge Per Month \$ 19.67

Service Charge Per Load \$ _____

Dumping Charge \$ _____

Extra Charge Rental
Over Base or Extra Pickup \$ 6.71

Service Charge Per Tax
(Yard, Cans, Drums, etc.) \$ 37
Exempt

\$ _____

Total \$ 25.88
26.25

Equipment Delivery Date _____

Beginning Date of Monthly Charges 1-1-2012

Roll-Off Container Service Hours - Mon.-Fri. 6AM-3PM

LIQUIDATED DAMAGES

The parties acknowledge that the damages which Contractor will incur in the event of a breach by Customer are difficult to ascertain. The parties further acknowledge that Customer is not expected to guarantee the gross income of Contractor which would otherwise accrue under this Service Agreement. The parties therefore agree that, should Customer breach this Service Agreement, Customer's liability is limited to _____% of the Service Charge Per Month or of the Service Charge Per Load, whichever is applicable, for each month, or portion thereof, the breach continues up to and including the number of months remaining in the Initial Term and the Renewal Term of this Service Agreement or the remainder of any Subsequent Renewal Term if applicable.

CUSTOMER

CONTRACTOR

Idaho Corporation _____

An Idaho Corporation

Idaho Partnership _____

A Sole Proprietorship _____ Other _____

Authorized Signature [Signature]

Representative's Signature [Signature]

Name (Please Print) Justin W. Lanting

Name (Please Print) [Name]

Title _____

Representative's Title Sales Manager

Date _____

Date 1-16-2012

The Terms and Conditions on Reverse Side Are Expressly Incorporated.

FOR OFFICIAL USE ONLY

MISC. /SPECIAL INSTRUCTIONS / DESCRIPTION OF EQUIPMENT. ETC.

	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
NEW					<u>X</u>			
ROUTE					<u>201</u>			

Rate Increase will not exceed 4% starting yr 2013

Frequency of Service 1 Days Per Week

On Call _____

Initial Term Three Years



TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

This information is distributed exclusively by Skyward, Inc. It is to be used by the Xavier Charter School administrative staff only. Any copying or distributing of the proposal, or any part of the proposal, to sources outside the Xavier Charter School is prohibited without written consent, which shall not unreasonably be withheld, of Skyward, Inc.

Software

Classroom Training: Skyward classroom training shown in this proposal is calculated on the basis that up to 3 people may attend each class (with initial software purchase). Classroom training is to be provided at the Skyward Branch Office. Skyward reserves the right to cancel due to low enrollment. Additional training may be purchased at the then current price (currently \$275) per person, per class day.

On-site Training: On-site training is based on the school district having training facilities available. Additional on-site training may be purchased at the then current rate (currently \$1,450 per day). Up to 10 people, per instructor, may attend the on-site training. One day of training consists of 6 hours on-site.

Skyward on-site training policy: A maximum of 10 people may attend each on-site day unless otherwise noted in the training grid. Should more people attend the training over the numbers stated, the school district will be charged an additional \$200 for each person.

Cancellation of Training Days: The customer must cancel 24 hours in advance of scheduled training. If the training is not cancelled according to this policy, the district will be billed for the scheduled classroom or on-site training.

Expiration of Training Days: The customer may utilize Classroom and On-Site training days, included with the purchase of Skyward software, for a period of up to twelve (12) months. The twelve-month period will commence upon implementation of each respective software module. Training days not utilized within the twelve-month period will expire and are non-refundable.

Skyward software systems will be installed by Customer Service Representatives. Schools running on an existing network installed by any other than Skyward must have their technical support person at the site to provide any assistance during the software loading. If no one is available, Skyward will bill the district at the then current rate.

Skyward PaC software only supports printers with drivers written by Microsoft™. Third party drivers, other than Microsoft™, may not be supported. Skyward software uses Microsoft Word and Excel for exports and form letters within the software. It is the school Districts responsibility to have a licensed copy for each user that will use these features.

Data Mapping: Skyward data migrations do not include a data mapping deliverable (documentation on field association between previous system and Skyward tables / fields). If your district is interested in Skyward providing detailed data mapping documentation, please contact your Account Executive for a proposal on Data Mapping deliverable options.

Third Party Software and Hardware

Third party software and hardware proposals are for informational purposes only. Third party software and hardware prices should be verified by Customer prior to ordering software and hardware.

This proposal is being presented without a Technology Analysis from our Networking Engineers. Data gathered for this proposal was provided by your school district to Skyward. Any additional required services or hardware will be billed at our normal rates. To ensure accuracy we recommend a Skyward Technology Analysis be initiated prior to ordering.

In the event Skyward provides any third party software and/or hardware as part of this Agreement (i.e. Skyward procures, assembles, delivers and/or installs such software and hardware, or provides training), Customer agrees that it shall benefit by and be bound by any and all warranties, warranty limitations, license agreements, and any other rights and obligations provided by the third party software and/or hardware supplier to the purchasers and users of its products, whether provided in written or electronic format. Skyward will provide additional information on the manufacturers coverage and options upon request.

Skyward does not provide any warranties for third party software and hardware.

Payment Terms:

1. Skyward One-Time Investment Fee:

100% (30% is non-refundable) Billed upon installation of software onto Customer's system or access to Skyward data through ASP.

2. Scheduling of installation

Installation of purchased software must occur within 12 months of the date Skyward receives PO. Payments made to Skyward (30% of One-Time) for uninstalled software will be converted to Technical Support Hours after this time. Purchases subsequent to this conversion will be quoted at the then-current price.

3. Professional Services

a. **Installation and Training Services** - Billed for all training and installation services upon installation of any Skyward programs onto Customer's system. 50% due 7/1/12, 50% due 7/1/13.

b. **Project Management/Consultative Services** - Billed upon execution of Software Agreement and/or Terms and Conditions. 50% due 7/1/12, 50% due 7/1/13.

c. **Technical Support Hours** - Technical Support Hours must be used within 24 months of purchase. Unused hours will be cancelled and are not refundable.

Payment due upon execution of Software Agreement and/or Terms and Conditions.

d. **Data Migration Fees** - Payment for all data migration services due upon installation of any Skyward programs onto Customer's system.

e. **Hardware Implementation** - Billed upon completion of hardware installation. 50% due 7/1/12, 50% due 7/1/13.

4. Annual License Fees

All Skyward Software Annual License Fees will be prorated from date of installation of software onto Customer's system or access to Skyward data through ASP, through June 30 of the current fiscal year. Subsequent years will be billed on a June 30 fiscal year basis at the then current rate and are due July 1.

Third Party Annual License Fees along with Skylert will be billed at a full year rate upon installation with subsequent years billed on an annual basis from the installation date.

In the event that your district would prefer the following Skyward Software Annual License Fee payment selection, please initial the area below:

All Skyward Software Annual License Fees will be billed in full for the current fiscal year. The portion of the ALF paid before the installation date will be automatically converted into Technical Support Hours. Subsequent years Annual License Fees will be billed on June 30 fiscal year basis at the current rate and are due July 1.

Customers choosing to use a leasing or finance company must choose this option.

5. Third Party Software and Hardware - Payment due upon delivery.

Customer agrees to the terms and conditions listed above and set forth in the Proposal(s).

Customer Signature

Printed Name

Justin LANTING

Date

7/13/2011

Skyward Student Finance Management pricing:

System Wide Services and Software:

	<u>One-Time Fees:</u>	<u>Services:</u>	<u>Annual License Fee:</u>	<u>Total:</u>
Web Software Set-up and Install		2,560		2,560
System Admin Class		280		280
Progress Media Fee			270	270
Consultive Services		375		375
Project Management		1,500		1,500
Employee Management				
Custom Set Up		2,000		2,000
New Intall Q&A		250		250
Finance Management	7,411	8,175	2,502	18,088
Electronic Signature	400		400	400
Payroll	4,354	6,100	1,437	11,891
Employee Management	2,316	3,900	764	6,980
Employee Access	2,799	375	917	4,071
	22,818			48,665
10% Discount	-2,282			
	20,536			
Insurance Tracking	1,853	1,500	611	3,964
TrueTime	3,705	2,125	1,223	7,053
3-Year Break-out ----->	2011-2012	2012-2013	2013-2014	TOTAL COST
Payment	\$ 20,000.00	\$ 12,236.00	\$ 19,776.00	52,012
Annual License	\$	\$ 6,819.00	\$ 6,819.00	
TOTAL Payment	\$ 20,000.00	\$ 19,055.00	\$ 26,595.00	



PURCHASE ORDER

Xavier Charter School Twin Falls, Idaho

Date: 7/13/2011
Notes: _____

Nº **2520**

Vendor: SKy Ward
Address: _____
City, State: _____
Phone : _____
FAX: _____
Other: _____

Bill To: Xavier Charter School
1218 North College Road W.
Twin Falls, ID 83301
(208) 734-3947
(208) 933-9289 FAX

Ship To: Xavier Charter School
1218 North College Road W.
Twin Falls, ID 83301
(208) 734-3947
(208) 933-9289 FAX

Account	Revenue Source	Authorized Signature
<u>100-032</u>		

Qty	Item	Description	Unit Price	Line Total
	<u>YR 1</u>		<u>20,000</u>	
	<u>YR 2</u>		<u>12236</u>	
	<u>YR 3</u>		<u>19776</u>	

Location/Teacher: _____ Subtotal

Total **\$52,012**

Authorization to Pay: [Signature] Date: 7/13/11

**XAVIER CHARTER SCHOOL
ESCROW AGREEMENT**

Amended as of January 20th, 2012

XAVIER CHARTER SCHOOL, INC., an Idaho nonprofit corporation, and its successors and assigns, hereinafter referred to as "Depositor," hereby delivers to TITLE FACT, INC, IN Twin Falls, Idaho, hereinafter referred to as the "Escrow Agent," for the benefit of TWIN FALLS SCHOOL DEVELOPMENT, LLC, a Utah limited liability company, hereinafter referred to as the "Borrower," and VECTRA BANK COLORADO, National Association, hereinafter referred to as the "Lender," the items set forth in *Exhibit A* attached hereto hereinafter referred to as the "Escrow Property," to be held and disposed of by the Escrow Agent in accordance with the terms hereof and the Agreement Regarding Specific Instructions set forth on *Exhibit B* attached hereto (said Exhibits and this Escrow Agreement referred to collectively as the "Escrow Agreement"). This Agreement supersedes and replaces the parties prior written Escrow Agreement dated April 13, 2010.

The Depositor, Borrower, Lender and Escrow Agent agree as follows:

1. **Escrow Agent only a depositary.** The Escrow Agent acts hereunder as a depositary only and is not responsible or liable for the sufficiency, correctness, genuineness or validity of any instrument deposited hereunder or with respect to the form or execution of the same or the identity, authority or rights of any person executing or depositing the same.
2. **Notice.** Other than as specifically set forth herein, the Escrow Agent shall not be required to take or be bound by any notice or to take any action unless the Escrow Agent is indemnified in a manner satisfactory to it against any expense or liability. Any notice required or desired to be given by the Depositor or the Escrow Agent to any other party to this Escrow Agreement may be given by delivery in person or by electronic transmission or mailing the same, postage prepaid, to such party at the address noted on the signature page and notice so mailed shall for all purposes hereof be as effective as though served upon such party in person at the time of depositing such notice in the mail. It shall be the responsibility of the Depositor and the Escrow Agent to notify each other in writing by appropriate documentation of any name, address or facsimile number change.
3. **Reliance upon Depositor.** The Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document received from the Depositor and believed by the Escrow Agent to be genuine. The Escrow Agent shall be under no duty or obligation to ascertain the identity, authority and/or rights of any person submitting instructions to the Escrow Agent in accordance with this Escrow Agreement.
4. **Limitations of Liability.** The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which the Escrow Agent may do or refrain from doing in connection herewith, including upon advice of counsel, except for its own willful misconduct or gross negligence.
5. **Adverse Claims.** In the event of an adverse claim or demand affecting the Escrow Property the Escrow Agent may refuse to comply with such claim or demand and may refuse to deliver or dispose of the Escrow Property until the rights of the adverse claimants have been finally adjudicated in a court of competent jurisdiction or until all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing signed by all parties to this Escrow Agreement.
6. **Authority for agreement.** Each party represents and warrants that it has full power and authority to enter into this Escrow Agreement and has taken all action necessary, corporate or otherwise, to carry out the transaction contemplated hereby so that when executed this Escrow Agreement constitutes a valid and binding

obligation enforceable in accordance with its terms.

7. **Escrow Property.** No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the Escrow Property shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident to such transfer of interest shall have been paid.

8. **Terms of Agreement.** The terms of this Escrow Agreement may be altered, amended, modified or revoked by writing only, signed by all of the parties hereto or their successors or assigns, and approved by the Escrow Agent, upon payment of all fees, costs and expenses incident hereto.

9. **Compensation.** In consideration for the Escrow Agent's agreement to perform the services set forth in this Escrow Agreement, the Borrower agrees to pay the fees and charges of the Escrow Agent as follows: A \$750.00 annual fee, payable in advance. All fees charged shall be paid by the Borrower. In addition to the escrow fee agreed upon, the Borrower agrees to pay the Escrow Agent's costs and expenses including reasonable attorney's fees in the event of any dispute or litigation threatened or commenced which requires the Escrow Agent in its opinion to refer such matter to its attorneys. Escrow Agent will incur no liability for any reasonable delay reasonably required to obtain such advice of counsel.

10. **Integration.** This instrument (including the Specific Instructions attached hereto) is the entire agreement among the parties hereto with respect to the subject matter hereof. The Escrow Agent shall have no duty to know or determine the performance or nonperformance of any provision of any agreement between or with the other parties hereto, and the original copy or a copy of any such agreement deposited with the Escrow Agent shall not bind it in any manner. The Escrow Agent assumes no responsibility for the validity or sufficiency of any documents or papers or payments deposited or called for hereunder except as may be expressly and specifically set forth in the Escrow Agreement.

11. **Arbitration.** The parties expressly agree that, should any dispute arise relating to this agreement or its negotiation, execution, performance or modification, it shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitrations shall proceed in Ada County, Idaho, and shall be governed by the provisions of the Federal Arbitration Act, and to the extent the foregoing are inapplicable, unenforceable or invalid, by the laws of the State of Idaho. Any decision on the merits of any claim or portion thereof rendered by arbitrators shall be made by way of a written opinion in which the reasons for the decision are explained. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration.

12. **Termination.** If the Escrow Property has not been withdrawn before May 1, 2031, then this Escrow Agreement shall automatically terminate and the Escrow Agent shall deliver same as follows:

XAVIER CHARTER SCHOOL, INC.
Chairman of the Board of Directors
1218 N College Rd West, Twin Falls, ID 83301

13. **Resignation of Escrow Agent.** Provided that it appoints a successor agent that is acceptable to Depositor and Lender, Escrow Agent may resign at any time by giving written notice by Certified Mail; Return Receipt Requested to all of the parties hereto to be effective thirty days after such notice has been deposited into the U.S. Mail.

14. **Applicable Law.** This agreement shall be constructed and construed in accordance with the laws of the

State of Idaho.

15. **Investments.** The Escrow Agent shall not be responsible or liable for any diminution of principal, interest, or penalty on any investments of the Escrow Property made pursuant to the terms of this Escrow Agreement.

16. **Conflicts.** If a conflict arises between the instructions set forth in Exhibit B ("Specific Instructions") and the terms set forth herein, then the terms set forth in the Specific Instructions shall rule.

IN WITNESS WHEREOF the undersigned have hereto affixed their signatures and hereby adopt as a part of this Agreement Exhibits A and B hereto attached.

DEPOSITOR

XAVIER CHARTER SCHOOL, INC.

By: Deborah Burr
Name: Debbi Burr
Title: Chairman of the Board
Date: 1-20-12

Address: 1218 North College Road W
Twin Falls, ID 83301
Phone: (208) 734-3947
Fax: (208)733-1348

LENDER

VECTRA BANK COLORADO, NATIONAL ASSOCIATION

By: _____
Name: Coby Walberg
Title: Vice President
Date: _____

Address: 2000 S. Colorado Blvd., Suite 2-1200
Denver, CO 80222
Phone: (720) 947-8802
Fax: (720) 947-7654

ESCROW AGENT

TITLE FACT, INC, as Escrow Agent

By: Janine Brown
Name: Janine Brown
Title: Escrow Officer
Date: 1-26-12

Address: 163 4th Ave N
Twin Falls, Idaho 83301
Phone: (208) 733-3821
Fax: (208) 733-3878

BORROWER

TWIN FALLS SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

By: _____
Name: Jed Stevenson
Title: Manager
Date: _____

By: _____
Name: Sheldon Killpack
Title: Manager
Date: _____

Address: 352 North Flint Street, Suite A,
Kaysville, Utah 84037
Phone: _____
Fax: _____

EXHIBIT A
("Escrow Property")

All payments and amounts received by XAVIER CHARTER SCHOOL, INC. from and after February 1, 2012, from the Idaho Department of Education under the Public Charter Schools Act of 1998, Idaho Code §33-5201 *et seq.* pursuant to the Payment Directive (as defined on Exhibit B attached hereto).

EXHIBIT B

AGREEMENT REGARDING SPECIFIC INSTRUCTIONS

This AGREEMENT REGARDING SPECIFIC INSTRUCTIONS (the "Agreement") is entered into as of this ____ day January, 2012, by and among TWIN FALLS SCHOOL DEVELOPMENT, LLC, a Utah limited liability company (the "Borrower"), XAVIER CHARTER SCHOOL, INC., an Idaho nonprofit corporation (the "Depositor"), VECTRA BANK COLORADO, NATIONAL ASSOCIATION, a national banking association (the "Lender") and TITLE FACT, INC, a national banking association (the "Escrow Agent").

WHEREAS, the Borrower and the Depositor have entered into that certain Lease Agreement dated as of April 9, 2010 (the "Lease") pursuant to which the Borrower has leased to the Depositor certain real property located on North College Road in Twin Falls, Idaho, as well as improvements to be constructed thereon, all as more particularly described in the Lease;

WHEREAS, in connection with such Lease, the Depositor, Borrower, Lender and the Escrow Agent have entered into an Escrow Agreement of even date herewith (the "Escrow Agreement"), to which this Agreement shall be attached as an Exhibit; and

WHEREAS, the parties hereto desire to amend, modify and supplement the Escrow Agreement as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and representations and warranties contained herein, the parties hereby amend, modify and supplement the Escrow Agreement and further agree as follows:

1. Payment Directive. Within five (5) days from the date of execution of this Agreement Depositor shall provide a written directive to the Idaho Department of Education (the "Payment Directive") directing that all amounts due and payable to the Depositor under the Public Charter Schools Act of 1998, Idaho Code §33-5201 et seq. (the "Act") be deposited into an account which shall be held in Depositor's name (Account No. _____) held by the Escrow Agent for the benefit of the Depositor (the "Escrow Account") pursuant to the terms hereof.

1.1 Depositor's authorized agent or employee shall at all times have on-line access to view this Escrow Account and all transactions and activity therein by remote on-line access or otherwise. Depositor shall identify its authorized agent or employee to escrow agent by written instruction.

2. Disbursements. The parties hereby instruct the Escrow Agent to disburse the Escrow Property (as such term is defined in the Escrow Agreement) from the Escrow Account and the Prepaid Rent Account (as defined below) as follows (and in the following order):

2.1 On the business day following the Escrow Agent's receipt of available funds, the Escrow Agent shall disburse funds in the amounts specified under the heading "Amount Withheld from Disbursements as Prepaid Rent" on set forth on Schedule I to this Agreement, (the "Lease Payment Schedule"), to an account (Account No. _____) held by Escrow Agent for the benefit of the Depositor (the "Prepaid Rent Account"). Depositor's authorized agent or employee shall at all times have access to view this Pre-Paid Rent Account and all transactions and activity therein by remote on-line access or otherwise.

2.1.1 Subsequently, the Escrow Agent will disburse funds from the "Prepaid Rent Account" in

the amounts and on the dates specified on the Lease Payment Schedule to an account maintained with Lender in the name of Borrower (the "Lease Account"), as directed in writing by Lender and in such a manner as to ensure unconditional and complete compliance by Depositor of its rent obligation to Borrower pursuant to its Lease Agreement. If such scheduled date is not a business day, the Escrow Agent shall disburse the funds on the next succeeding business day. The parties acknowledge and agree that the purpose of this Section 2.1 is to provide a method for the Depositor to prepay a portion of its Fixed Rent (as such term is defined in the Lease) out of each disbursement received from the Idaho Department of Education. Accordingly, the amount of the initial disbursement to the Borrower may be greater or lower than indicated on the Lease Payment Schedule depending on the actual Lease Date (as such term is defined in the Lease).

2.2 In the event the amount of Fixed Rent changes in accordance with the terms of the Lease, the Borrower, the Depositor and the Lender agree to execute and deliver to the Escrow Agent a new Lease Payment Schedule to reflect such changes, which modified Lease Payment Schedule shall thereafter be attached hereto as Schedule I.

2.3 After making any disbursement to the "Prepaid Rent" Account described above, all remaining Escrow Property shall be disbursed by Escrow Agent within twenty four (24) hours of receipt to Depositor's "Operating Account" in the manner as directed in writing by the Depositor.

2.3.1 Should any additional Escrow Property be deposited into the Escrow Account between the regular "Disbursement Dates" described above, such additional Escrow Property shall be disbursed to Depositor on the business day following the Escrow Agent's receipt of such funds. If such date is not a business day, the Escrow Agent shall disburse the funds on the next succeeding business day.

2.4 The "Escrow Account" and the "Prepaid Rent" Account shall be special, segregated escrow accounts maintained separate and apart from the general assets and liabilities of the Escrow Agent and held and administered by the Escrow Agent in accordance with this Agreement. The Escrow Agent shall maintain the Escrow Account and the Prepaid Rent Account until the termination of this Agreement. No party shall have any right of withdrawal from the Escrow Account or the Prepaid Rent Account except as specifically set forth in this Agreement. No property other than the Escrow Property or as otherwise allowed herein shall be deposited in the Escrow Account or the Prepaid Rent Account. Segregation of the Escrow Property from other property and accounts maintained with the Escrow Agent shall be accomplished by appropriate identification on the Escrow Agent's books and records.

3. Interest. The Escrow Account will be non interest bearing. The Prepaid Rent Account shall be invested in an FDIC insured interest bearing account acceptable to Depositor. Any interest earned from the Prepaid Rent Account shall be the property of the Depositor. Said interest shall be disbursed by the Escrow Agent to the Depositor's "Operating Account" every month.

4. Termination. The Escrow Agreement and this Agreement shall automatically terminate upon receipt by the Escrow Agent of written notification (a) from Lender certifying that the Borrower has paid or caused to be paid all amounts due and owing to the Lender or (b) from the Depositor and the Lender certifying that the Lease has expired or terminated, and, accordingly, upon receipt of notice from the Depositor of any expiration or termination of the Lease, the Lender covenants and agrees to promptly provide written notice of the same to the Escrow Agent to cause the termination of this Agreement and disbursement of all Escrow Property to the Depositor as set forth herein. Upon receipt of such written notice as set forth above, the Escrow Agent shall cause all Escrow Property, including without limitation any remaining amounts in the Escrow Account and the Prepaid Rent Account, to be promptly disbursed as directed by Depositor. The Borrower agrees to promptly

execute and deliver any and all documents or instruments necessary to give effect to the foregoing.

5. Indemnification. The Borrower indemnifies each of the Depositor (and its Board of Directors), the Lender and the Escrow Agent from and against any and all claims, losses, damages, costs or expenses, including legal fees and expenses, incurred, sustained or payable by any of such parties in connection with the Escrow Agreement or this Agreement.

6. Compensation. The Depositor shall not be responsible for paying any fees, charges or other amounts set forth in Section 9 of the Escrow Agreement. All such fees charges and other amounts shall be promptly paid by the Borrower.

7. Successors and Assigns; Third-Party Beneficiaries. This Agreement shall bind and shall inure to the benefit of, the successors and assigns of the parties hereto.

8. Adverse Claims. Notwithstanding the provisions of Section 5 of the Escrow Agreement, in the event of an adverse claim or demand affecting the Escrow Property, the Escrow Agent shall continue to deliver to the Depositor that portion of the Escrow Property that does not consist of prepaid rent under Section 2(a) hereof, unless the Escrow Agent is subject to an order of a third party independent regulatory agency or a court not to disburse those funds.

9. Interpretation; Governing Law; etc. Time is (and shall be) of the essence in this Agreement. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement and the Escrow Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Idaho.

[the remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF the undersigned have hereto affixed their signatures and hereby adopt as a part of this Agreement Schedule I hereto attached.

DEPOSITOR

XAVIER CHARTER SCHOOL, INC.

By: Deborah Burr
Name: Debbi Burr
Title: Chairman of the Board

Address: 1218 North College Road W
Twin Falls, ID 83301
Phone: (208) 734-3947
Fax: (208)733-1348

ESCROW AGENT

TITLE FACT, INC, as Escrow Agent

By: Janine Brown
Name: Janine Brown
Title: Escrow Officer

Address: 163 4th Ave N
Twin Falls, Idaho 83301
Phone: (208) 733-3821
Fax: (208) 733-3878

LENDER

VECTRA BANK COLORADO, NATIONAL ASSOCIATION

By: _____
Name: Conrad Freeman
Title: Senior Vice President

Address: 2000 S. Colorado Blvd., Suite 2-1200,
Denver, CO 80222
Phone: (720) 947-8802
Fax: (720) 947-7654

BORROWER

TWIN FALLS SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

By: _____
Name: Jed Stevenson
Title: Manager

By: _____
Name: Sheldon Killpack
Title: Manager

Address: 352 North Flint Street, Suite A,
Kaysville, Utah 84037
Phone: _____
Fax: _____

SCHEDULE 1

LEASE PAYMENT SCHEDULE

Xavier Charter School - Rent Schedule			
Lease Year 2011-2012			
Annual Rent	\$797,856.84		
Monthly Rent	\$66,488.07		
Lease Year 2012-2013			
Annual Rent	\$809,824.68		
Monthly Rent	\$67,485.39		
Lease Year 2013-2014			
Annual Rent	\$821,927.05		
Monthly Rent	\$68,497.67		
	Lease Year 2011-2012		
Disbursement Dates	Amount Withheld from Disbursements as Prepaid Rent	Amounts and dates of Rent Payment to be disbursed from the Prepaid Rent Account to the Lender	
15-Feb	\$199,464.21	Mar. 1 (\$66,488.07), Apr. 1 (\$66,488.07), May 1 (\$66,488.07)	
15-May	\$164,188.86	June 1 (\$66,488.07), July 1 (\$66,488.07), Aug. 1-14 (\$31,212.72)	
Total:	\$363,653.07		

	Lease Year 2012-2013		
Disbursement Dates	Amount Withheld from Disbursements as Prepaid Rent	Rent Payments Paid from Each Disbursement	
15-Aug	\$103,289.87	Aug. 15-31 (\$35,804.48), Sept. 1 (\$67,485.39)	
1-Oct	\$134,970.78	Oct. 1 (\$67,485.39), Nov. 1 (\$67,485.39)	
15-Nov	\$202,456.17	Dec. 1 (\$67,485.39), Jan. 1 (\$67,485.39), Feb 1 (\$67,485.39)	
15-Feb	\$202,456.17	Mar. 1 (\$67,485.39), Apr. 1 (\$67,485.39), May 1 (\$67,485.39)	
15-May	\$166,651.69	June 1 (\$67,485.39), July 1 (\$67,485.39), Aug. 1-14 (\$31,680.91)	
Total:	\$809,824.68		
	Lease Year 2013-2014		
Disbursement Dates	Amount Withheld from Disbursements as Prepaid Rent	Rent Payments Paid from Each Disbursement	
15-Aug	\$104,839.22	Aug. 15-31 (\$36,341.55), Sept. 1 (\$68,497.67)	
1-Oct	\$136,995.34	Oct. 1 (\$68,497.67), Nov. 1 (\$68,497.67)	
15-Nov	\$205,493.01	Dec. 1 (\$68,497.67), Jan. 1 (\$68,497.67), Feb 1 (\$68,497.67)	
15-Feb	\$205,493.01	Mar. 1 (\$68,497.67), Apr. 1 (\$68,497.67), May 1 (\$68,497.67)	
15-May	\$169,151.46	June 1 (\$68,497.67), July 1 (\$68,497.67), Aug. 1-14 (\$32,156.12)	
Total:	\$821,972.05		



Audit Engagement Letter

March 21, 2013

Xavier Charter School, Inc.
1218 N College Road W
Twin Falls, Idaho 83301

Board of Trustees

We are pleased to confirm our understanding of the services we are to provide Xavier Charter School, Inc. for the Year ended June 30, 2013. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Xavier Charter School, Inc. as of and for the Year ended June 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Xavier Charter School, Inc.'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Xavier Charter School, Inc.'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The Management's Discussion and Analysis RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Xavier Charter School, Inc.'s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Schedule of expenditures of federal awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Xavier Charter School, Inc. and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we begin the audit. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Xavier Charter School, Inc.'s compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other requirements that could have a direct and material effect on each of Xavier Charter School, Inc.'s major programs. The purpose of these procedures will be to express an opinion on Xavier Charter School, Inc.'s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor' reports, and corrective action plan) along with the Data Collection form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Ware & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to other agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ware & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by agencies aforementioned. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 14, 2013 and to issue our reports no later than October 9, 2013. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc) except that we agree that our gross fee, including expenses, will not exceed \$9,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes sixty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.


Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report accompanies this letter.

Xavier Charter School, Inc.
Page 7

We appreciate the opportunity to be of service to Xavier Charter School, Inc. and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

WARE & ASSOCIATES


Raymond T. Ware

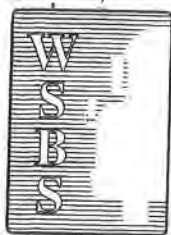
RESPONSE:

This letter correctly sets forth the understanding of Xavier Charter School, Inc.

By: Deborah Burr

Title: Board chair

Date: 5-15-13



Western States Bus Services, Inc.

Administrative Office

Mid-Columbia Bus Co., Inc.
73458 Bus Barn Lane
Pendleton, OR 97801
541-278-1444
541-276-5205 FAX

October 22, 2010

Thad Biggers, Vice-Principal
Xavier Charter School
771 North College Rd.
Twin Falls, Idaho 83301

RE: Transportation Agreement FY 2010/11

DearThad:

This letter is to provide the updated rates for the 2010-2011 school year. As a result of changes the school implemented to control costs, including reduction of one route this past spring and further reducing route mileages start of school this year, WSBS has had to adjust rates to reflect the need to cover our costs.

I have attached a new rate page for the 2010-11 year the cost adjustment. The rate is \$3.51/mile for home to school and kindergarten routes. The costs for activity and field trips are not changed.

The estimated route costs based on the current running routes at this rate is \$148,900. The estimated costs is still a 15.5% reduction, or (\$27,276) from last year.

The other follow up I have incorporated into this letter is the request we provided to the administration on April 27, 2010 (letter attached). In this letter we requested the allowed extension of the agreement for an additional 5 year period of July 1, 2010-June 30, 2015. We are currently operating within the first year of the requested extension.

Below I have provided for a signature from both parties to approve and acknowledge the change in rates for home to school and kindergarten and to approve and acknowledge the extension in the agreement term.

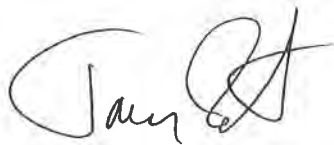
SAFELY TRANSPORTING AMERICA'S FUTURE

Thad Biggers, Vice-Principal
Xavier Charter School
Page 2

I need you to sign both copies with an original signature. Keep one for your files and return one to my office. Please note our new address: PO Box 1108, Pendleton, Oregon 97801.

WSBS will continue to be aggressive in managing routes and mileages to ensure routes are run as cost effective as possible.

Sincerely,



Tony Barnhart
CEO

XAVIER CHARTER SCHOOL

I approve and acknowledge the change in home to school and kindergarten rates for transportation effective 2010-11. I approve and acknowledge the request for extension of term for the period of July 1, 2010 to June 30, 2015.



(Signature)

Date: 11-11-10

Title: Treasurer

Cc: Michele Dameron, Location Manager

Section C INTRODUCTION

C.01 The Board of Trustees for the Xavier Charter School District No. 462 (District) is requesting proposals to provide pupil transportation services for approximately 140 pupils.

C.02 The Board of Trustees for the Xavier Charter School District No. 462 is requesting proposals for Pupil Transportation Services for a period of 3 years, from November 26, 2007 to June 30, 2008 (Remainder of FY 08) and July 1, 2008 through June 30, 2010 (FY 09 and FY 10). Upon mutual written agreement of the parties, the District may choose to renew the Contract for an additional (5) years pursuant to Idaho Code 33-1510 (2).

C.03 Vendors are required to use the forms provided by the District as the means to submit their bid-proposal package.

See Attachment A- All Information sought in Attachment A is required of all Vendors.

C.04 Only one bid-proposal from each Vendor will be accepted and considered. Vendors may include special or unique services over-and-beyond the Contract's Bid Specifications. Such special or unique services must be attached to Attachment A and labeled "Special or Unique Services".

C.05 It is the District's intent to determine the lowest responsible bidder for all district-approved school bus routes and student-related activities by means of the objective evaluation of various criterion including, but not limited to, overall cost of services to be rendered, the quality of management and operations, vendor's longevity, stability and reputation, and vendor's maintenance and safety history. The vendor's response to the Vendor's Questionnaire will also be evaluated and considered.

Evaluative Criterion -- See Section F.01

Vendor's Questionnaire -- See Attachment A-2.

The proposals will be evaluated from the standpoint of capability to maintain operations in an efficient manner and to provide sound advice to District administrators relative to routing, bus stops, and other efficiencies.

References will be contacted.

C.06 Vendors are required to complete all of the information sought in Attachment A. Vendors may duplicate the forms and may add any appropriate attachments or supplemental information. Vendors must complete all sections of the forms to be considered as a bona-fide Vendor. The cover page to Attachment A must be signed in ink by a responsible Vendor or his designee.

C.07 The Contractor is expected to provide District administrators with the necessary cooperation and foresight to assure that pupil transportation services are responsive to the needs of the District and responsive to state and federal laws, rules, and regulations.

C.08 The service provided by the Contractor for the District must meet the District's needs as described and related to the approximate number of Pupils using such services.

C.09 The District reserves the right to discuss or interview prospective Vendors after the bid opening. Such discussions or interviews shall be recorded for future reference.

C.10 The District reserves the right to request additional information from any Vendor after the bid opening.

MODEL CONTRACT

Agreement.....1

Recitals.....1

Scope of Contract.....1

Definitions.....2

Term.....2

General Understanding and Performance of Work.....3

Delegation of Authority.....3

Designation of Students.....3

School Closing.....3

Schedule Details.....4

Responsibility for Students.....4

Compliance with Laws and Regulations.....4

Payment.....5

Inspection.....5

Time of the Essence.....5

Assignment of Contract.....6

Failure of Operation.....6

Right to Declare Default.....6

Exercise of Right to Declare contractor in Default.....7

Board's Rights After Termination.....7

Other Remedies.....7

Indemnification.....8

Report of Accident	8
Titles of Paragraphs	8
Unlawful Provisions Deemed Stricken	8
All Legal Provisions Included	9
Sample Payment Schedule	9
Optional Sections	10

AGREEMENT

This agreement is entered into on November 1, 2007, between the Xavier Charter School Board of Education of Xavier Twin Falls County, Idaho, referred to as the board, and Western States Bus Services, of 73458 Bus Barn Lane, Pendleton, OR County, Oregon referred to as contractor.

RECITALS

The board is interested in entering into a contract for the purpose of providing adequate transportation services for the school children of the Xavier in conformity with local policies and legal requirement for a period of 3 years.

Contractor has bid for the services sought by the board, and contractor's bid has been found by the board to be acceptable.

In consideration of the foregoing and for other valuable consideration, the board and contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

The following shall be deemed to be part of this contract:

- a. The advertisement for bids;
- b. The bid by contractor;
- c. The performance bond;
- d. The notice of award;
- e. The agreements contained in this contract and recited;
- f. All provisions required by law to be inserted in this contract, whether actually inserted or not.

All of the above taken as a whole shall constitute the contract document.

SECTION TWO

DEFINITIONS

The following words and expressions or pronouns used in substitute therefor, shall, wherever they appear in this contract, be construed as follows, unless a different meaning is clear from the context:

- a. Arbitration shall mean the reference of any dispute concerning this agreement to a referee: the finding and award by the referee shall be binding on the parties.
- b. Board shall mean the Board of Education of Xavier its duly authorized representative.
- c. Contract or contract documents shall mean each of the various parts of the contract referred to in Section One, both as a whole and severally.
- d. Contractor shall mean Western States Bus Services, whether operating as a corporation firm or individual, or any combination of same, and contractor's success of personal representatives, executors, administrators, and assigns, and any person, firm, or corporation who or which shall at any time be substituted in contractor's place.
- e. Law or laws shall mean the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- f. Notice to the contractor shall mean written notice deposited in the United States mail addressed to contractor at 73458 Bus Barn Lane, Pendleton _____ County, Oregon, or to such other address as may appear in an instrument executed by contractor for that purpose and delivered to the board as a change of address. Notice to the Board of Education means written notice delivered to the chairman of the board. Nothing contained in this agreement shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on contractor personally, or if contractor is a corporation, on any officer or director of contractor.

SECTION THREE

TERM

This contract shall be effective from Nov 26, 2002, to June 30, 2010, and shall continue for a total period of 3 years, and shall end on June 30, 2010, unless sooner terminated in accordance with the provisions of this contract.

SECTION FOUR

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications, and shall do all things necessary or proper for the performance and completion of the work required by this contract, in the manner and at the times provided in the bid and specifications.

SECTION FIVE

DELEGATION OF AUTHORITY

The board hereby delegates to contractor the necessary authority to supervise and control students on the buses operated by contractor while they are en route under such rules as are adopted by the board. However, this authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances that may or are likely to result in injury or danger to the offender.

SECTION SIX

DESIGNATION OF STUDENTS

Contractor shall transport only those students designated by the board.

SECTION SEVEN

SCHOOL CLOSING

The board agrees to inform contractor as soon as reasonably possible when schools are to be closed because of weather or by reason of any other conditions that might arise.

SECTION EIGHT

SCHEDULE DETAILS

A description of each route shall be furnished to contractor prior to the start of each school year, together with a time schedule and the designated stops to be observed on each route. Changes in the routes, time schedules, or designated stops may be made, and any of the routes may be eliminated or consolidated at the discretion of the board or its duly authorized agent to meet changed conditions. However, no change, elimination, or consolidation, except to meet unexpected or emergency situations, will be made until after contractor has been given an opportunity to confer with the board or its authorized representatives with respect to the change, elimination, or consolidation at least 5 days in advance of the change, elimination, or consolidation. Adjustments in the sums to be paid to contractor will be made for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for high school or elementary school in the nature of school-sponsored activities, as provided in the specifications. The board may, from time to time, establish regulations to be observed by contractor in connection with all details incidental to the operation of the routes, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the contract.

SECTION NINE

RESPONSIBILITY FOR STUDENTS

Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when the student prepares to board the school bus, and shall be deemed to have ended when a student has completed alighting from the bus at a reasonably safe place in which to alight in view of the circumstances then prevailing.

SECTION TEN

COMPLIANCE WITH LAWS AND REGULATIONS

Contractor and contractor's drivers are required to comply with the laws of Idaho, and all regulations or requirements of the State Motor Vehicle Department, Public Utilities Commission, and the State and local Boards of Education or any of them. Furthermore, all school bus drivers employed by the contractor must submit to a criminal history background check pursuant to Idaho Code section 33-130.

It is understood and agreed that the District is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the District or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or the

Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects or refuses to appropriate such funds as may be designated by and enable the District to continue the payment herein, this Agreement shall automatically be terminated and all future rights and liabilities of the parties hereto shall thereupon cease.

SECTION ELEVEN

PAYMENT

The payment clause must be included, but the exact terms may be determined by the parties. This clause should establish payment to the contractor based on routes and route mileage. Price escalator clauses may be included but must be proportional to an objectively determined index, such as the Consumer Price Index. Fuel escalator clauses may also be used at the discretion of the parties. However, the combination of a general price escalator term and a fuel escalator clause must be drafted carefully to protect against double compensation of the contractor. The State Department of Education recommends that contractors be allowed to use either the fuel clause or the general price escalator clause, but not both.

SECTION TWELVE

INSPECTION

The board reserves the right for its members or duly authorized agents to inspect any and all buses and their operation by riding as passengers or by other reasonable means.

SECTION THIRTEEN

TIME OF THE ESSENCE

Since the contract concerns a necessary public service, the provisions of the contract relating to the daily schedule and regulations that may be promulgated by the board are of the essence of the contract. Accordingly, contractor shall prosecute the work diligently to assure adherence to the schedules.

SECTION FOURTEEN

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this contract, or any interest in the contract, without the prior approval in writing of the board.

SECTION FIFTEEN

FAILURE OF OPERATION

In the event that contractor fails to operate any route because of the failure of equipment or personnel, the amount of payment for the route may be deducted from the following month's payment at the rate of 2.88 cents per mile.

SECTION SIXTEEN

RIGHT TO DECLARE DEFAULT

In addition to any other rights the board may have, the board shall have the right to declare contractor in default if:

- a. Contractor becomes insolvent;
- b. Contractor makes an assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against contractor;
- d. Contractor fails to perform any schedule when notified to do so by the board;
- e. Contractor shall abandon the work;
- f. Contractor shall refuse to proceed with the work when and as directed by the board;
- g. Contractor shall without just cause reduce contractor's working force to a number that, if maintained, would be insufficient, in the opinion of the board, to carry out the work in accordance with this agreement;
- h. Contractor shall sublet, assign, transfer, convey, or otherwise dispose of this agreement other than as specified in this agreement;
- i. A receiver or receivers are appointed to take charge of the property or affairs of contractor;

- j. The board shall be of the opinion that contractor has willfully or in bad faith violated any of the provisions of this agreement;
- k. Any applicable laws have been violated by contractor or contractor's agents, servant, or employees;
- l. Any vehicles provided by contractor are operated in a manner that imperils the safety of the passengers; or if
- m. Any vehicles provided by contractor are not kept clean or in first class mechanical condition.

Before the board shall exercise its right to declare contractor in default, it shall give contractor an opportunity to be heard, on 10 days notice, at which hearing contractor may at contractor's expense, have a stenographer present, provided, however, that a copy of the stenographic notes, if any, shall be furnished to the board.

SECTION SEVENTEEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

The right to declare contractor in default for any of the grounds specified or referred to in Section Eighteen shall be exercised by sending contractor a notice signed by the Chairman or Secretary of the board, setting forth the ground or grounds on which each default is declared.

SECTION EIGHTEEN

BOARD'S RIGHTS AFTER TERMINATION

After the termination of contractor's services for a default under this contract, the board may employ another contractor or contractors to complete the terms of this agreement, and hold contractor responsible for any extra or added expense, loans, or damages suffered by the board.

SECTION NINETEEN

OTHER REMEDIES

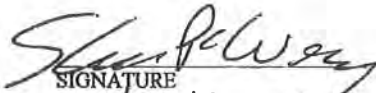
The provisions outlined in this agreement as to the rights of the board after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

ALL LEGAL PROVISIONS INCLUDED

It is the intention of the parties to this agreement that all legal provisions of law required to be inserted in the agreement shall be and are inserted in it. However, if by mistake or otherwise, some such provision is not inserted in the agreement, or is not inserted in proper form, then on the application of either party, the agreement shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the agreement. This Agreement shall be governed and interpreted by the laws of the State of Idaho.

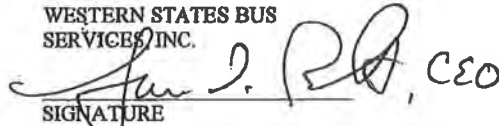
In witness whereof, the Board of Education of Xavier Charter School, Twin Falls County, Idaho, acting by ~~Renee Robbins~~ Shawn Wilsey its Chairman, duly authorized, and contractor have set their signatures and seals at _____ the day and year first above written.

XAVIER CHARTER SCHOOL


SIGNATURE

11-11-10
DATE

WESTERN STATES BUS SERVICES, INC.


SIGNATURE

4/27/2010
DATE