

SERVICE LEVEL AGREEMENT
FOR
ELECTRONIC TRANSACTION & ACCESS
TO
XAVIER CHARTER SCHOOL

THIS SERVICE LEVEL AGREEMENT (“SLA”) is made and entered into this 12th of December, 2016, by and between Xavier Charter School (hereinafter “District”) and Idaho Information Consortium, Inc., doing business as “Access Idaho” (hereinafter “Portal Manager”) and addresses that initiative of the State of Idaho Department of Administration, Office of the Chief Information Officer, known as “Access Idaho” or the “Portal” to provide online electronic access and transactions. This SLA is entered pursuant to, and is subordinate to, the Access Idaho Service Agreement dated June 30, 2008, by and between the State of Idaho and Idaho Information Consortium, Inc., incorporated herein by reference as if fully set forth herein. The parties agree as follows:

Purpose.

The purpose of this SLA is to identify the scope of the District’s implementation of the Portal and to define the responsibilities under which the District and Portal Manager shall implement the Portal of the District. Without limiting any of the foregoing, all requirements of the Access Idaho Service Level Agreement are binding upon and must be met by the parties to this SLA.

Definition of Terms.

- a. ACH Transaction - Automated Clearing House, a system of the U.S. Federal Reserve Bank that provides electronic funds transfer (EFT) between banks.
- b. Application – the development of a database of Records on the Portal or the Software Bridge to a database of Records stored elsewhere for information lookup, or an electronic transaction for gathering data or processing requests from the public (such as filings or permit applications) and the user interface to allow online public access and/or interaction with the same.
- c. Confidential Record – any writing created, received, retained, maintained, used or filed by or with the District that is in electronic form and that cannot be disclosed under Idaho or federal law or regulation or is otherwise designated confidential as defined in the Access Idaho Service Level Agreement.
- d. Project Plan/Schedule - priority schedule of e-commerce applications established by the District and approved by the Portal Manager.
- e. Public Record – any writing containing information relating to the conduct or administration of the public’s business prepared, owned, used or retained by District that is in electronic form and that is subject to disclosure to the public pursuant to the Idaho Public Records Act.

- f. Record - a writing in electronic form that may include a Public Record and/or a Confidential Record.
- g. Software Bridge - refers to any interface Portal Manager builds between the Portal and any District system to ensure an Application runs effectively. A Software Bridge shall address any and all applicable privacy and security issues.

Term.

This SLA shall commence on the date it is signed by the District and Portal Manager; and it shall be coterminous with the Access Idaho Service Level Agreement.

Portal Manager Responsibilities.

Portal Manager agrees to develop and/or administer the Applications contained in all subsequent addenda. Project plans/schedules shall also be set forth in the addenda. The District and Portal Manager may modify any addendum to add or delete services only by mutual agreement in accordance with this SLA.

Portal Manager shall work diligently to deliver each Application according to the agreed upon project plan/schedule. Regular meetings will be held to discuss and update the project plan/schedule as necessary throughout the term of this SLA. Portal Manager will make every effort to keep the District informed of problems that may cause a delay in the delivery of any Application.

In accordance with the Access Idaho Service Level Agreement, Portal Manager shall be responsible for the collection of fees and payments, as set forth in the Access Idaho Service Level Agreement, if applicable. All payments owing to the District, regardless of whether Portal Manager has collected the fee due from the applicable user or subscriber, shall be made by Portal Manager to the District via ACH transaction directly to a numbered account or accounts furnished by the District as provided in the Access Idaho Service Level Agreement.

Portal Manager shall also provide the District a statement or report monthly and at the end of each fiscal year, in a form authorized by the District, showing the following information: the quantity of District Records accessed for the previous month; the types of Record accessed; and within each type, the quantity of Records accessed by each user or subscriber.

District Responsibilities.

The District will be responsive to Portal Manager by providing information and assistance as needed and agreed upon to promote the purpose of this SLA and to meet the delivery dates on the project plan/schedule. The District understands and acknowledges that the schedule and assignment of priorities may need to be adjusted to accommodate reasonable delay due to policy or technical issues outside the control of Portal Manager.

Portal Manager Representations.

Portal Manager represents and warrants that it has no ownership or possession rights to any data or Record by reason of this SLA; it will take all responsible precautions against unauthorized access to District Records; access to Confidential Records shall be given only in accordance with applicable law and any other restrictions imposed by the District in writing; and it will not sell, lease or otherwise transfer any data or Record, including user information, except as specifically authorized by the District.

District Representations.

The District represents to Portal Manager that to the best of its information and belief the content materials furnished to Portal Manager by the District for electronic access of the Portal do not violate any third party's copyright under state or federal law. Further, the District asserts that to the best of its information and belief all issues particular to the District, including but not limited to, any privacy/confidential issues and any statutory or regulatory issues affecting the District's use of the Portal are in compliance with applicable laws and policies affecting the District, and any required approvals have been obtained. The District acknowledges that Portal Manager exercises no control over the links the District may request to other non-Access Idaho sites that may be made available on the Portal. Additionally, the District acknowledges that the Portal Manager exercises no control over the content of the District's Records.

Portal Access to Records.

The District authorizes Portal Manager to access electronic Records maintained by the District for the purposes of e-commerce application only, in accordance with this SLA. Access by Portal Manager will be on an inquiry-only, as needed basis to agreed-upon Records and data for the purpose of providing access, facilitating transactions, or offering other services to users of and subscribers to the Portal as authorized by the District.

User Messages, User Agreements and Screening.

If required by the District, Portal Manager shall require each interactive user to agree, on-line, that the user will comply with any restriction on the use or confidentiality of the District Records as imposed by applicable law. Such user agreement will be in the form of a use message displayed online with a required positive response and will be captured in a log file prior to the user being permitted to further search, view or access the District's Records.

Xavier Charter School/Access Idaho Service Level Agreement

If required by the District, Portal Manager shall obtain initial written agreements from each subscriber, batch and bulk service user that the user will comply with any restrictions on the use or confidentiality of the District Records required by applicable law. These subscriber agreements will be maintained by Portal Manager and may be inspected by the District.

As necessary for the applications contemplated by this SLA, Portal Manager will screen the District Records to prevent the release of any information to unauthorized users.

Miscellaneous.

This SLA (including all documents incorporated by reference) constitutes the complete and exclusive statement of the agreement between the parties hereto. This SLA and all subsequent addenda may be amended only by the written agreement of the parties. Any oral agreement or representation shall bind neither the District nor Portal Manager. If any provision of this SLA be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect. All notices provided under this SLA shall be directed as shown and may be sent electronically if mutually agreed upon by the parties.

To District: Xavier Charter School
1218 N. College Rd. W.
Twin Falls, ID 83301
Phone: (208) 734-3947

To Portal Manager: Jeff T. Walker
General Manager
Access Idaho
999 W. Main Street, Ste. 910
Boise, Idaho 83702-9010
(208) 332-0102
jeff@accessidaho.org

Access Idaho Privacy Statement

The following represents the practices and procedures of the Portal Manager. The following is not intended and should not be interpreted as a contract of any nature, either stated or implied.

Individuals who visit Access Idaho are important to us. Therefore, we do not capture personal information about them without their permission. We endeavor to ensure that we collect only the minimum amount of information needed to meet the purpose for which Access Idaho was created.

Although the gathering of personal information may be required by law or necessary in order for us to provide a requested service, in doing so we are subject to all applicable legal requirements for administering information systems.

We do collect personal information directly from individuals who volunteer to subscribe to one or more of Access Idaho's premium services. Collecting personal information is necessary in order for us to deliver the services requested. Fostering and maintaining the public's trust is a cornerstone of the Portal Manager.

Use, collection, and retention of customer information at Access Idaho

For each visitor, we do collect information about the Inter Protocol (IP) address, type of browser used, the date and time of the visit, and the IP address of the location to which the visitor linked during his or her visit to the site. This information is strictly used for statistical reporting purposes.

We collect, retain and use personal information about our customers only when they volunteer to subscribe to an Access Idaho premium service. We only collect, retain and use personal information where we believe it is essential (and allowed by law) to administer our business and to provide products, services and other opportunities requested by our customers. We reserve the right to retain all electronic correspondence (e-mail) and any information contained therein.

Restrictions on the disclosure of customer information

We do not sell or rent our subscribers' information to any outside company or organization. We do not reveal specific information about subscribers or other personally identifiable data.

Protection of information via established security procedures and maintenance of accurate information

We maintain security standards and procedures regarding unauthorized access to customer information to prevent unauthorized removal or alteration of data. We have established procedures to ensure that information is as accurate and current as practical to enable us to conduct business with you. We will respond to requests to correct inaccurate information in a timely manner.

Limiting employee access to information

Our Portal Manager is instructed to limit employee access to personally identifiable information to only those employees who need access in order to perform their assigned duties. The Portal Manager is instructed to enforce with its staff their responsibilities in protecting subscribers' information.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year listed below on the District signature lines.

Xavier Charter School

By Gary Moon
Gary Moon, Head of Schools

Date: 12-14-16

Idaho Information Consortium, LLC (d.b.a. Access Idaho)

By Jeff Walker
Jeff T. Walker, President

Date: 12/16/16

ADDENDUM A
TO THE
SERVICE LEVEL AGREEMENT
FOR
ELECTRONIC TRANSACTION AND ACCESS
FOR
PAYPORT™ ELECTRONIC PAYMENTS
TO
XAVIER CHARTER SCHOOL

AGREEMENTS

1. Overview

Xavier Charter School (District) authorizes Access Idaho (Portal Manager) to create a service for the District, in accordance with this Agreement. Description of Service is as follows:

Access by the Portal Manager will be on an inquiry-only, as needed basis for the purposes of processing funds through the Portal's **PayPort Over-the-Counter (OTC) and/or PayPort Online Service** for the District. The District authorizes Portal Manager to be the exclusive agent for electronic transactions by private Users.

2. Definitions

“ACH Transaction” - Automated Clearing House, a system of the U.S. Federal Reserve Bank that provides electronic funds transfer (EFT) between banks.

“Card” –the credit cards branded as Visa, MasterCard, Discover, and American Express, as well as debit cards that display either the Visa or MasterCard logos.

“Devices” –the credit card swipe devices contemplated in this Agreement.

“E-check” (a.k.a. “electronic check” or “virtual check”)–the online payment option where Users enter their bank account and routing numbers.

“EMV” – a global standard for credit and debit payment cards based on chip card technology," taking its name from the original card schemes that developed it (Europay, MasterCard, and Visa).

“Payment System” –the Internet-based POS payment system hosted by Portal Manager.

“Portal Administration Fee” –fee charged for use of the Payment System to pay Statutory Fees.

"Portal Manager's Network" –the network systems of the Portal Manager that host the Payment System.

"Services" –the services provided by Portal Manager pursuant to this Agreement, as expressly set out in Section 4.

"Statutory Fees"–without limitation, the taxes, penalties, interest, fines, child support fees, licensing fees, or other fees assessed by statute, rule, court order or other governmental act and collected by the District from the User.

"Transaction" –the successful payment using a Card via the Payment System by a User, without regard to whether such Transaction is voided or charged-back by the Card issuer, or refunded by the District.

"User" –the person or entity that pays the Statutory Fees via the Payment System.

3. Over-the-Counter Equipment

For PayPort OTC, Portal Manager will provide one (1) Device (as shown and described in Exhibit [a], attached) free of charge to the District office covered in this agreement. Free Device does not include custom key encryption embedding or other ancillary items/software that enhances each reader's performance. The Portal can provide additional Devices at no charge per District's request and Portal's consent.

The procurement by District of any Device is subject to, and must be done in accordance with, any applicable purchasing laws or rules. Devices provided to District by Portal Manager shall be subject to all of the terms and conditions of this Agreement, unless the parties otherwise agree in writing. Devices will be shipped within 15 business days from receipt of a written notice from District. District may purchase Devices independently of the Portal Manager. In such case, any such devices must meet the hardware requirements of the Portal Manager.

4. Services

- a. During the term of this Agreement, Portal Manager will provide District with access to the following Portal Manager Internet-based applications:
 - i) **Administrative Module.** Portal Manager will provide District with access to administrative tools hosted on Portal Manager's server that can be used by District to define credit card services, set up cashiers, view transaction reports and initiate refunds.
 - ii) **Cashier's Module.** Portal Manager will provide District access to the tools that will permit District to enter Transaction and Card information manually. Card information may be automatically entered by "swiping" a Card through an installed Device, or manually entered using the cashier's module.

- b. Portal Manager will provide District technical support for Service inquiries through a toll-free number for the District. The Portal Manager's technical support services are provided via telephone support.

5. Collection, Fees, and Payment

- a. Collection. The cost for each item posted to the application is set by the District. **The District will not receive a bill from the Portal Manager for this service or any fees.** The Portal Manager shall be entirely responsible for the assessment and collection of payments from Users. Any changes or amendments to the terms of this Addendum must be documented and agreed to in writing by the parties to this Addendum.
- b. Portal Administration Fee. For every credit/debit card transaction in which the Payment System is used, User shall pay, in addition to User's payment to the District, a non-refundable Portal Administration Fee equal to 3.00% of the amount of User's payment to the District plus \$1.00, due at the time the transaction is performed. This Portal Administration Fee will be retained by Portal Manager as compensation for its services under this agreement. Example: For a \$100 payment to District, User will be charged a Portal Administration Fee of \$4.00, for a total of \$104.00.

For every E-check transaction—should the District choose to offer this online payment option for its Users—in which the Payment System is used, User shall pay, in addition to User's payment to the District, a non-refundable Portal Administration Fee of \$2.50, due at the time the transaction is performed. This Portal Administration Fee will be retained by Portal Manager as compensation for its services under this agreement. The District understands that, unlike credit/debit card payments, E-check payments are not guaranteed funds; therefore the District shall be responsible for collecting such funds on unsuccessful payments due to, but not limited to, non-sufficient funds in a User's account, incorrect account and/or routing number entry by User, closed bank accounts, and stopped payments.

Portal Manager reserves the right to charge District for the Portal Administration Fee and any additional fees associated with a voided or charged back Transaction, when charged against Portal Manager by the Merchant Bank. It is the intent of this provision that such right may be exercised by Portal Manager only when District exhibits a pattern of excessive voided or charged back Transactions. In addition, if District has already received the voided or charged back Statutory Fee from Portal Manager, District shall refund the full amount of such Statutory Fee to Portal Manager upon receipt of evidence that such Transaction was charged back or voided by User.

- c. **Payment of Statutory Fees.** Payments of the Statutory Fees (regardless of whether the Portal Manager has collected the amount from the applicable User) shall be made from the Portal via ACH Transaction directly to a numbered account furnished by District. In addition, a payment/deposit report shall be available online to District.
- d. **Statutory Fee Payment Due Date.** The Portal Manager shall remit the portion of revenues constituting Statutory Fees to the appropriate District account, within 24 hours of when funds are received into Portal Manager's account.
- e. **Records and Finances.** All Portal documents and records maintained by the Portal Manager relating to District records shall be available for inspection; auditing and copying by the District or other authorized representatives.
- f. In the event of a disputed charge, a charge-back, voiding of a Transaction or a refund by District, Portal Manager will work with the District to resolve the dispute.

6. District Responsibilities.

- a. District is responsible for providing a PC with Internet connection and an attached printer. Such PC must have an IE 5.0 or Netscape 7.1 browser or higher and an available USB port interface.
- b. District is responsible for providing information about, and a complete explanation of, the Portal Administration Fees to potential users.
- c. District is responsible for securing any required authorizations (including, without limitation, those required for compliance with any required statutes, rules or executive order) that are necessary to permit the adoption of the Services, the payment of Portal Administration Fees, and the other payments required for the Services, as set out in Section 4. Any such required authorizations shall be obtained prior to any Transactions being processed pursuant to this Agreement.
- d. Devices provided pursuant to this Agreement will be preprogrammed and ready for installation. District is responsible for installation of the Devices and any required accessory equipment and all required utilities.
- e. District shall provide to the Portal Manager written notification as to what District account is to be used for the Statutory Fees.
- f. District will use due care in determining whether the User is authorized to use the Card to pay Statutory Fees.
- g. **Security Measures.** District shall take all necessary measures to protect the access codes provided to it by Portal Manager from unauthorized use or disclosure.

7. Warranty.

- a. Portal Manager represents that the Devices identified in Exhibit [a] are compatible with and will function with the Portal Manager's Network and Payment System to process the POS transactions contemplated by this Agreement. Portal Manager does not guarantee mechanical operation of the Devices. Portal Manager will assign and transfer to District, in a form acceptable to District, all manufacturer warranties for the Devices.
- b. Portal Manager is not responsible for Service downtime due to interruptions in Internet connectivity, state network interruptions, interruptions caused by Card companies or issuing banks, or due to routine system maintenance.
- c. District understands that Portal Manager's Services do not constitute and that Portal Manager is not providing credit availability, history or authorization for use of the Card, but rather Portal Manager provides the Services with respect to accessing such credit services via the Internet.

8. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days advance notice. In the event of such termination, Portal Manager shall transmit to District all Statutory Fees collected by Portal Manager which are due District, and District shall pay for Services up to the date of termination. District understands that upon termination, Portal Manager shall disconnect District's access to the Services, and Users will no longer be permitted to use the Payment System to make payment of Statutory Fees.

9. General.

- a. Portal Manager does not require electronic access to information contained in a District computer database maintained by the District or its agent to create an electronic transaction service, in accordance with this Agreement.
 - i) Portal Manager shall not sell, lease or otherwise transfer transaction records to any other entity than District or authorized representative.
 - ii) Portal Manager shall create and maintain documents and records relating to District transactions and such records shall be available for inspection; auditing and copying by District or other authorized representatives.
- b. Portal Manager shall be responsible for costs and expenses in maintaining the records created by District in its administrative interface and shall provide a record of transactions to District, including without limitation, the cost for purchasing or developing and maintaining all programs used to access the administrative interface. Computer programs used by the Portal Manager shall:

- i) Protect information from unauthorized access;
 - ii) Supply Transaction records to District on a timely basis in an accurate, understandable and logical format acceptable to District;
 - iii) Be tested by the Portal Manager, and prototype shall be provided for District review and approval before it is offered to District.
- c. If required by District, Portal Manager shall cause Portal to require District employees to signify online prior to being allowed access to records that they will comply with any restriction required by law on use of the records. District access agreement will be in the form of a use message displayed online, with a required positive response, to be captured in a log file, prior to District employee being permitted to further search or view the record.
- d. Portal Manager shall defend, indemnify, and hold the District, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or chargeback liabilities associated with District's use of hardware/software to process counterfeit EMV credit and debit cards using non-EMV swipe card readers.

Xavier Charter School/Access Idaho Service Level Agreement

IN WITNESS WHEREOF, the parties have executed this SLA the day and year first written above.

Xavier Charter School

By  Date: 12-14-16
Gary Moon, Head of Schools

Idaho Information Consortium, LLC (d.b.a Access Idaho)

By  Date: 12/16/16
Jeff P. Walker, President

ADDENDUM B
TO THE
SERVICE LEVEL AGREEMENT
FOR
ELECTRONIC TRANSACTION AND ACCESS
FOR
PAYPORT™ ELECTRONIC PAYMENTS
TO
XAVIER CHARTER SCHOOL FUNDRAISER

AGREEMENTS

1. Overview

Xavier Charter School Fundraiser (District) authorizes Access Idaho (Portal Manager) to create a service for the District, in accordance with this Agreement. Description of Service is as follows:

Access by the Portal Manager will be on an inquiry-only, as needed basis for the purposes of processing funds through the Portal's **PayPort Over-the-Counter (OTC)** and/or **PayPort Online Service** for the District. The District authorizes Portal Manager to be the exclusive agent for electronic transactions by private Users.

2. Definitions

"ACH Transaction" - Automated Clearing House, a system of the U.S. Federal Reserve Bank that provides electronic funds transfer (EFT) between banks.

"Card" –the credit cards branded as Visa, MasterCard, Discover, and American Express, as well as debit cards that display either the Visa or MasterCard logos.

"Devices" –the credit card swipe devices contemplated in this Agreement.

"E-check" (a.k.a. "electronic check" or "virtual check")–the online payment option where Users enter their bank account and routing numbers.

"EMV" – a global standard for credit and debit payment cards based on chip card technology," taking its name from the original card schemes that developed it (Europay, MasterCard, and Visa).

"Payment System" –the Internet-based POS payment system hosted by Portal Manager.

"Portal Administration Fee" –fee charged for use of the Payment System to pay Statutory Fees.

"Portal Manager's Network" –the network systems of the Portal Manager that host the Payment System.

"Services" –the services provided by Portal Manager pursuant to this Agreement, as expressly set out in Section 4.

"Statutory Fees" –without limitation, the taxes, penalties, interest, fines, child support fees, licensing fees, or other fees assessed by statute, rule, court order or other governmental act and collected by the District from the User.

"Transaction" –the successful payment using a Card via the Payment System by a User, without regard to whether such Transaction is voided or charged-back by the Card issuer, or refunded by the District.

"User" –the person or entity that pays the Statutory Fees via the Payment System.

3. Over-the-Counter Equipment

- a. For PayPort OTC, Portal Manager will provide one (1) Device (description attached hereto as Exhibit [a]) free of charge to the District covered in this agreement. Reader includes injected custom security key for end-to-end encryption.
- b. The Portal can provide additional Devices at no charge per District's request and Portal's consent. Any additional Devices can only be provided by the Portal Manager to the District and shall be subject to all the terms and conditions of this Agreement, unless the parties otherwise agree in writing. Device(s) will be shipped within 15 business days from receipt of a written request from District.
- c. District is not responsible for any manufacturing defects associated with Device(s).

4. Services

- a. During the term of this Agreement, Portal Manager will provide District with access to the following Portal Manager Internet-based applications:
 - i) **Administrative Module.** Portal Manager will provide District with access to administrative tools hosted on Portal Manager's server that can be used by District to define credit card services, set up cashiers, view transaction reports and initiate refunds.
 - ii) **Cashier's Module.** Portal Manager will provide District access to the tools that will permit District to enter Transaction and Card information manually. Card information may be automatically entered by "swiping" a Card through an installed Device, or manually entered using the cashier's module.

- b. Portal Manager will provide District technical support for Service inquiries through a toll-free number for the District. The Portal Manager's technical support services are provided via telephone support.

5. Collection, Fees, and Payment

- a. Collection. The cost for each item posted to the application is set by the District. The Portal Manager shall be entirely responsible for the assessment and collection of payments from Users. Any changes or amendments to the terms of this Addendum must be documented and agreed to in writing by the parties to this Addendum.
- b. Portal Administration Fee. For each transaction in which the Payment System is used, Portal Manager will assess a non-refundable Portal Administration Fee equal to 3% of the amount of User's payment plus \$1.00 to the District. (Portal Manager will not add Portal Administration Fee to User's transaction.) Portal Manager will invoice District monthly for Portal Administration Fees. Example: For a \$100 User payment to District, District will be assessed a Portal Administration Fee of \$4.00.

For each E-check transaction—should the District choose to offer this online payment option for its Users—in which the Payment System is used, Portal Manager will assess a non-refundable Portal Administration Fee of \$1.50 per transaction. (Portal Manager will not add Portal Administration Fee to User's transaction.) Portal Manager will invoice District monthly for Portal Administration Fees. The District understands that, unlike credit/debit card payments, E-check payments are not guaranteed funds; therefore, the District shall be responsible for collecting such funds on unsuccessful payments due to, but not limited to, non-sufficient funds in a User's account, incorrect account and/or routing number entry by User, closed bank accounts, and stopped payments

Portal Manager reserves the right to charge District for the Portal Administration Fee and any additional fees associated with a voided or charged back Transaction, when charged against Portal Manager by the Merchant Bank. It is the intent of this provision that such right may be exercised by Portal Manager only when District exhibits a pattern of excessive voided or charged back Transactions. In addition, if District has already received the voided or charged back Statutory Fee from Portal Manager, District shall refund the full amount of such Statutory Fee to Portal Manager upon receipt of evidence that such Transaction was charged back or voided by User.

- c. Payment of Statutory Fees. Payments of the Statutory Fees (regardless of whether the Portal Manager has collected the amount from the applicable User) shall be made from the Portal via ACH Transaction directly to a numbered account furnished by District. In addition, a payment/deposit report shall be available online to District.

- d. **Statutory Fee Payment Due Date.** The Portal Manager shall remit the portion of ~~revenues constituting Statutory Fees to the appropriate District account, within 24~~ hours of when funds are received into Portal Manager's account.
- e. **Records and Finances.** All Portal documents and records maintained by the Portal Manager relating to District records shall be available for inspection; auditing and copying by the District or other authorized representatives.
- f. **In the event of a disputed charge, a charge-back, voiding of a Transaction or a refund by District, Portal Manager will work with the District to resolve the dispute.**

6. District Responsibilities.

- a. District is responsible for providing a PC with Internet connection and an attached printer. Such PC must have an IE 5.0 or Netscape 7.1 browser or higher and an available USB port interface.
- b. District is responsible for providing information about, and a complete explanation of, the Portal Administration Fees to potential users.
- c. District is responsible for securing any required authorizations (including, without limitation, those required for compliance with any required statutes, rules or executive order) that are necessary to permit the adoption of the Services, the payment of Portal Administration Fees, and the other payments required for the Services, as set out in Section 4. Any such required authorizations shall be obtained prior to any Transactions being processed pursuant to this Agreement.
- d. Devices provided pursuant to this Agreement will be preprogrammed and ready for installation. District is responsible for installation of the Devices and any required accessory equipment and all required utilities.
- e. District shall provide to the Portal Manager written notification as to what District account is to be used for the Statutory Fees.
- f. District will use due care in determining whether the User is authorized to use the Card to pay Statutory Fees.
- g. **Security Measures.** District shall take all necessary measures to protect the access codes provided to it by Portal Manager from unauthorized use or disclosure.

7. Warranty.

- a. Portal Manager represents that the Devices identified in Exhibit [a] are compatible with and will function with the Portal Manager's Network and Payment System to

process the POS transactions contemplated by this Agreement. Portal Manager does not guarantee mechanical operation of the Devices, Portal Manager will assign and transfer to District, in a form acceptable to District, all manufacturer warranties for the Devices.

- b. Portal Manager is not responsible for Service downtime due to interruptions in Internet connectivity, state network interruptions, interruptions caused by Card companies or issuing banks, or due to routine system maintenance.
 - c. District understands that Portal Manager's Services do not constitute and that Portal Manager is not providing credit availability, history or authorization for use of the Card, but rather Portal Manager provides the Services with respect to accessing such credit services via the Internet.
8. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days advance notice. In the event of such termination, Portal Manager shall transmit to District all Statutory Fees collected by Portal Manager which are due District, and District shall pay for Services up to the date of termination. District understands that upon termination, Portal Manager shall disconnect District's access to the Services, and Users will no longer be permitted to use the Payment System to make payment of Statutory Fees.
9. General.
- a. Portal Manager does not require electronic access to information contained in a District computer database maintained by the District or its agent to create an electronic transaction service, in accordance with this Agreement.
 - i) Portal Manager shall not sell, lease or otherwise transfer transaction records to any other entity than District or authorized representative.
 - ii) Portal Manager shall create and maintain documents and records relating to District transactions and such records shall be available for inspection; auditing and copying by District or other authorized representatives.
 - b. Portal Manager shall be responsible for costs and expenses in maintaining the records created by District in its administrative interface and shall provide a record of transactions to District, including without limitation, the cost for purchasing or developing and maintaining all programs used to access the administrative interface. Computer programs used by the Portal Manager shall:
 - i) Protect information from unauthorized access;

- ii) Supply Transaction records to District on a timely basis in an accurate, understandable and logical format acceptable to District;

- iii) Be tested by the Portal Manager, and prototype shall be provided for District review and approval before it is offered to District.
- c. If required by District, Portal Manager shall cause Portal to require District employees to signify online prior to being allowed access to records that they will comply with any restriction required by law on use of the records. District access agreement will be in the form of a use message displayed online, with a required positive response, to be captured in a log file, prior to District employee being permitted to further search or view the record.
- d. Portal Manager shall defend, indemnify, and hold the District, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or chargeback liabilities associated with District's use of hardware/software to process counterfeit EMV credit and debit cards using non-EMV swipe card readers.

Exhibit [a]: Optional

**MAGTEK DYNAMAG
SECURE CARD READER
AUTHENTICATOR
(SCRA) FEATURES**

- Meets PCI DSS requirements
- Unique, non-changeable device serial number
- Triple DES encryption
- DUKPT key management
- Tokenization
- Device & host authentication
- Masked Data
- USB powered (No external power supply required)
- Scans either direction
- Includes USB interface
- Red/green/amber status LED
- Keyboard emulation
- Part #21073062
- www.magtek.com
- Questions? Call Access Idaho at 208-332-0102.



Magtek Dynamag SCRA

DIMENSIONS

Height: 1.23 in (31,3 mm)
Width: 1.28 in (32,5 mm)
Length: 3.94 in (100 mm)

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year listed below on the District signature lines.

Xavier Charter School Fundraiser

By  Date: 3-13-17
Gary Moon, Head of Schools

Idaho Information Consortium, LLC (d.b.a. Access Idaho)

By  Date: 3/20/17
Jeff T. Walker, President

accocare

Heating, Ventilation, and Air Conditioning System

Preventive Maintenance Service Agreement

BETWEEN

Xavier Charter School

AND



ACCO Engineered Systems

5220 North Sawyer Ave., Suite A

Garden City, Idaho 83714

Phone: 208-323-7789

Service: 1-800-231-0305

JOB SITE NAME:

Xavier Charter School

accocare Service Agreement

ACCO Engineered Systems, hereinafter referred to as ACCO, proposes to furnish Xavier Charter School, its **accocare** service on the system listed below.

The **accocare** plan provides for inspections of the equipment. The plan covers the cost of all maintenance inspections and optional services which are necessary to maintain the equipment in operating condition. And an equipment service program for your air conditioning system.

MAKE	DESCRIPTION	MODEL #	FILTERS	Frequency
Bard-1		TBD	16x30x2	2x/Year
Bard-2		TBD	16x30x2	2x/Year
Bard-3		TBD	16x30x2	2x/Year
Bard-4		TBD	16X30x2	2x/Year

SPECIAL NOTES AND/OR INSTRUCTIONS:

- *Bid includes BI-ANNUAL filter replacement.*

EQUIPMENT TASKING

The following tasks shall be performed as part of the preventive maintenance service agreement:

- Check unit operation per season
- Monitor cooling capacity and heat rejection (summer)
- Monitor heating capacity (winter)
- Check all heating and safety controls
- Check heating operation
- Check heat exchanger
- Check changeover valve
- Replace filters
- Secure all panels

ACCO AGREES:

1. To perform services as required.
2. To furnish the customer with a report of any irregularities revealed as a result of the inspection and adjustments. Corrective measures or repairs that are required will be recommended to customer. Customer approval is required on repair work.
3. To service only the equipment listed.
4. To report to the person or office designated in writing by customer. Customer to inform of changes of personnel.

EXCLUDED FROM THIS PLAN:

1. Service, repair, adjust, clean, or replace parts of any of the following: Air balancing; boiler tubes, duct work; cabinet interiors and exteriors; drains which are not a part of the equipment covered by this plan; heating and cooling coils; electrical service beyond the subject equipment disconnect; surfaces exposed to air and water as part of the system performance (such as sump pans, evaporative condenser tube bundles, tower and evaporative condenser distributors, panels, fans, shafts, etc.); recording instruments, gauges, and thermometers.
2. The cost of repair parts, replacement parts, emergency calls, refrigerant.
3. Labor costs other than that required under the **accocare** agreement.

TERMS:

1. The **accocare** service shall commence on **October 1, 2016** and shall good for a period of **one (1) year**. Either party may terminate this agreement by giving the other party thirty (30) days prior written notice.
 2. Failure to make payment when due, or impairment of owner's credit, shall relieve ACCO of the obligation of further performance of this agreement.
 3. This agreement is subject to annual price escalation.
 4. Current trip charges for all service calls and repairs will continue to apply.
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MAINTENANCE PRICING:

Total: \$430.00 per year.

Xavier Charter School will be invoiced bi-annually in the amount of \$215.00 to include annual coil cleaning. Maintenance/Invoicing will occur in April and October.

All service calls during normal business hours at preferred customer rate of \$78.50/hour

GENERAL CONDITIONS:

1. For the convenience of both the Customer and ACCO, the Customer will permit ACCO personnel the use of his common building equipment, such as ladders, elevators, etc., together with free and timely access to necessary areas.
2. ACCO will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
3. Both the Customer and ACCO agree that all work referred to in this agreement shall be performed during the regular working hours of 8:00 AM to 4:30 PM, Monday through Friday, except Holidays.
4. This **accocare** agreement takes into consideration the extension of the manufacturer's warranties to the Customer on the equipment outlined herein.
5. Customer agrees to make prompt payments. Should a payment become thirty (30) days delinquent, this contract may become null and void at any time thereafter at the option of ACCO, and all moneys owed ACCO will become due upon demand.
6. To assure best performance the Customer should operate the system and all equipment properly and as per manufacturer's instructions. Expenses to ACCO caused by improper operation, negligence, misuse of the equipment, or by any cause beyond the control of ACCO, shall be paid by the Customer at current material prices published in the Air Conditioning and Refrigeration Price Reporter, plus labor charges.
7. Operational efficiency will be assured if all necessary work is performed or equipment added by qualified ACCO personnel. In the event of any alterations, additions, adjustments, or repairs by others (unless authorized by ACCO) ACCO assumes no responsibility and has option to terminate this agreement.
8. Any parts that are not available from normal sources in the judgment of ACCO, and which may impair proper operation, may be replaced by ACCO and paid for by the Customer.
9. Loss of business or any delays occasioned by events that ACCO cannot control, such a strikes, riots, lock-outs, transportation delays, accidents, Acts of God, force majeure or any other cause beyond ACCO's control shall not be the responsibility of ACCO.
10. Any item of equipment or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO.
11. ACCO shall not be responsible for original system design, installation or it performance in maintaining design conditions, except through failure of equipment covered herein.
12. This agreement covers the complete understanding between ACCO and the Customer, and shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party.

To indicate your acknowledgment and acceptance of this proposal, please sign in the space provided below and return one copy of this to my attention. This proposal is being provided in duplicate so that you might retain one copy for your records.

Accepted by & Approved:

Gaymon
Authorized Signature

Head of Schools
Name / Title

12-20-16
Date

**ACCO Engineered Systems
Submitted By:**

C/O
Curt Osborne
Project Manager

10/4/2016
Date

APPROVED AND ACCEPTED:

Authorized Signature

Name/Title

Date

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.alsco.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 or 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. All 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 the 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 damages which Supplier may sustain as a result of Customer's 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 timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement by Customer, Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal 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 dealing with purchase of goods shall apply, but the provisions of Section 8 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 the 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, attorney's 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 MARR

ADDRESS: 1000 W. 10th St

CITY, STATE, ZIP: MINNEAPOLIS, MN 55404

BY: [Signature]

(AUTHORIZED SIGNATURE)

TITLE: Regional Manager

DATE: 10/15/15

SUPPLIER'S ACCEPTANCE:

BY: [Signature]

(AUTHORIZED REPRESENTATIVE)

TITLE: Regional Manager

DATE: 10/15/15

GLOSSARY OF ALSCO CHARGES

Note: Revenue from all charges is used to offset costs and provide general revenue to AlSCO.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers.

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

CENTURYLINK® LOYAL ADVANTAGE®

This CenturyLink® Loyal Advantage® Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and XAVIER CHARTER SCHOOL - ID ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before July 19, 2015("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

CUSTOMER: XAVIER CHARTER SCHOOL - ID

CENTURYLINK COMMUNICATIONS, LLC

Gary Moon
Authorized Signature

Jacob Darfler
Authorized Signature

Gary Moon
Name Typed or Printed

Manager of Offer Management
Name Typed or Printed

Head of Schools
Title

6/10/2015
Title

6-9-15
Date

6/10/2015
Date

Customer's Address for Notices: 1218 N COLLEGE RD W, TWIN FALLS, ID 83301;

Customer's Facsimile Number:

Person Designated for Notices: General Counsel

1. **Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") and any associated offer attachments attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The documents attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC.

- Domestic CenturyLink IQ® Networking Service Exhibit
- Rental CPE Service Exhibit
- CenturyLink Managed Data Bundle Attachment
- Local Access Service Exhibit

2. **Term.** Customer has selected an "Initial Term" of the Agreement of one year (Code: 600051). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. **Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

5. **Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or

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required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

6. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

7. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

9. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

9.2 Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

9.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

9.4 Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

10. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. Termination.

11.1 Service. Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

11.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

11.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

12. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will

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lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

13.3 Independent Contractor. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

13.4 ARRA. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

13.6 Installation, Maintenance and Repair

- (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.
- (b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.
- (c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

- (a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.
- (b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.
- (c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- (d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

13.8 No Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not

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entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

13.9 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

13.10 Amendments; Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.11 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.

13.12 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.13 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@qwest.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.14 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://qwest.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the

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CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

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DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

- 1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.
- 2. Service.**
 - 2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.
 - 2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:
 - (a) Internet Port.** Internet Ports provide public Internet connectivity.
 - (b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.
 - (c) Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.
 - (d) CenturyLink IQ® + Port.** A CenturyLink IQ + Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.
- 2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Except for CenturyLink IQ + Ports, CenturyLink will provide Select Management with each domestic Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port, Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below:
 - (a) Monitor and Notification.** Monitor and Notification is included with CenturyLink IQ + Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.
 - (b) Select Management.** Select Management includes 24x7x365 up/down monitoring as well as 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.
 - (c) Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.
 - (d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

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(e) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iii) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with Private Ports, the Private Port functionality of Enhanced Ports and CenturyLink IQ + Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

2.5 Multicast. Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

2.6 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

2.7 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.8 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following

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features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.9 Backbone Prioritization/Priority Queuing. Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports and CenturyLink IQ + Ports respectively. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports or CenturyLink IQ + Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. For CenturyLink IQ + Ports only, the rates for the (a) Local Access, (b) Monitor and Notification and (c) optional Rental CPE and Priority Queuing are presented with the Port rates. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

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5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment for CenturyLink IQ + Ports or (b) 12 Months for other domestic Ports (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, CenturyLink IQ + Ports and other domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

(a) Domestic Internet Port, Private Port or Enhanced Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ + Ports: (i) 100% of the CenturyLink IQ + Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

5.3 Waiver of Cancellation Charges.

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology; or (iii) upgrades any Port to a CenturyLink IQ + Port. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ + Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ + Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Ports other than CenturyLink IQ + Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports are subject to the CenturyLink IQ + Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT
PRICING ATTACHMENT

1. Pricing.**1.1 Network Management Service MRCs.**

(a) **NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device*	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

*CenturyLink will provide Select Management with domestic CenturyLink IQ Networking Service unless Customer elects to opt out.

(b) **NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	MRC	NRC
NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).		
Select Management	\$60 per device	N/A
Comprehensive Management	\$100 per device	N/A
Monitor and Notify	\$35 per device	N/A

1.2 CenturyLink IQ Networking Features**(a) Secure IP Gateway.**

Description	NRC
Secure IP Gateway Activation Fee	\$200.00 per each Enhanced Port

(b) VPN Extensions.

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

(c) **Backbone Prioritization.** Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

(a) **Flat Rate List Pricing.**

(b) **Tiered List Pricing.**

(c) **Precise Burstable List Pricing.**

1.4 NRC Discounts.

(a) **NRC Waiver.** So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet, Private and Enhanced Ports. The Ports must remain installed for at least 12 months.

CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

This CenturyLink IQ® Managed Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if applicable) and the CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. Scope. Customer may purchase a Managed Data Bundle solution (each a "Managed Data Bundle") under this Attachment. A "Managed Data Bundle" is a combination of a CenturyLink IQ® Networking Internet, Private or Enhanced Port, Local Access Service, Eligible Rental CPE (ADTRAN® or Cisco®), and Network Management Service ("NMS") Select Management or Comprehensive Management. NMS Select Management and Comprehensive Management provide 12 or 24 Rental CPE configuration changes, 24x7 real-time monitoring, pro-active notification of problems or potential problems, and online reporting of the Rental CPE. Ethernet switch options are available on the Ethernet-based bundles, and VoIP configuration options are available with both Select and Comprehensive Management.

2. Eligibility and Restrictions. Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term. This offer is only valid through the Cutoff Date. However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of this offer.

2.1 Managed Data Bundle Ports and Local Access. The following CenturyLink IQ Networking Port bandwidths are available in a Managed Data Bundle: DS1 through 8xDS1, DS3 and Ethernet 5 Mbps and 10 Mbps through 100 Mbps in 10 Mbps (each a "Managed Data Bundle Port"). Ethernet Managed Data Bundle Ports must use ELA. If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port or Enhanced Port Data Bundles. The Internet Port, Private Port or Enhanced Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

2.2 Rental CPE. The following table shows the eligible Rental CPE that may be used with each Port speed and Managed Data Bundle.

Eligible Rental CPE available with all Managed Data Bundle Port Types (Internet, Private and Enhanced)							
Bundle Types	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps*	DS3	
Managed Data Bundle (ADTRAN)	ADTRAN 908e w/ SBC [‡]	ADTRAN 908e w/ SBC [‡]	ADTRAN 908e w/ SBC [‡]	ADTRAN 4430	ADTRAN 908e w/ SBC [‡] or 1335P ^{**}	ADTRAN NV5305	
Managed Data Bundle (Cisco)	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	
						Cisco 2951	

*Bandwidths increase in 10 Mbps increments.

**The 1335P only supports Ethernet speeds up to 10 Mbps.

[‡]Session Border Controller

The Rental CPE must be configured and installed for use with a Managed Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7 on-site maintenance uses ProMET® On-Site Premium Service.

2.3 Upgrade. During a Service Term, Customer may upgrade its Managed Data Bundle to a higher bandwidth (a "Bandwidth Upgrade") if the Managed Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3. A "Managed Upgrade" means Customer may upgrade an existing Data Bundle Standard or a Data Bundle Pro to a Managed Data Bundle at the same bandwidth level or as a Bandwidth Upgrade if Customer orders the Managed Upgrade within this Attachment's Offer Period. Customer may upgrade from an existing Data Bundle Pro to a Managed Data Bundle at the same bandwidth without restarting a new Service Term for the upgraded Managed Data Bundle. Bandwidth Upgrades and Managed Upgrades are referred to as "Upgrades." Customer may need to amend the Agreement to adjust the Term with an Upgrade. Customer may upgrade a Managed Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance without restarting a new Service Term if Customer: (a) has a location and Rental CPE that qualifies, (b) keeps the same bundle type and bandwidth and (c) pays the Upgrade NRC. All other Upgrades are subject to the Upgrade NRC and must: (d) keep the same CPE Rental brand, and (e) begin a new Service Term that is the same or longer than the existing Service Term. Notwithstanding subsection (e) in this section, Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

2.4 Moves. Customer may move a Managed Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

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2.5 Relocation. Customer may relocate a Managed Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Managed Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade or the same Managed Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Managed Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

3. Pricing. Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Managed Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Managed Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs if Services remain installed until the expiration of the Service Term. CenturyLink will also waive the SIG Activation NRC for Enhanced Port when provided through CenturyLink IQ Managed Data Bundles. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

3.1 If Customer wishes to order a new Managed Data Bundle or modify an existing Managed Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Managed Data Bundle or, (ii) if Addendum A applies and the new Managed Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Managed Data Bundle that is specified on the quote

3.2 Managed Data Bundle Pricing. The Managed Data Bundle Port MRC includes the MRCs for the Managed Data Bundle Port, Rental CPE and NMS Select Management or Comprehensive Management. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Managed Data Bundle expires, CenturyLink may modify pricing for the Managed Data Bundle. Upgrades and additional Managed Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

3.3 Local Access Pricing. Local Access rates are in the quote or in Addendum A.

3.4 Upgrade NRC. Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

4. Term; Cancellation.

4.1 Term. The term of an individual Managed Data Bundle begins on the date CenturyLink notifies Customer that a Managed Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of month as specified in Customer's order for a Managed Data Bundle ("Service Term"). The Service Term is indicated in the Quote or pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Managed Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Managed Data Bundle Service Term. Upon expiration of a Service Term, the Managed Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

4.2 Cancellation. Upon cancellation of a Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed Data Bundle Port Cancellation Charge equal to: (i) 100% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Managed Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus(iii) 50% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Managed Data bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

4.3 Waiver of Cancellation Charges.

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(a) **Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Managed Data Bundles installed for at least 12 months, and (iii) Local Access Charges for all other Managed Data Bundles.

(b) **Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Managed Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

(c) **Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Managed Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Managed Data Bundles.

4.5 Rental CPE Purchase. Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. NMS will continue on the purchased Rental CPE as part of the Managed Data Bundle package only if Customer purchases separate maintenance. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

5. Add-On Connection. Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Managed Data Bundle, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 12 or 24 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

Rental CPE Routers that Support Add-On Connection Cards	
Router	CenturyLink IQ Data Bundle Bandwidth
Cisco 2921-VSEC	DS1
Cisco 2921-VSEC	2xDS1
Cisco 2921-VSEC	3xDS1 and 4xDS1
Adtran 4430 and Cisco 2921-VSEC	5xDS1 through 8xDS1
Adtran 1335POE	Up to 10 Mbps
Adtran 5305 and Cisco 2951	DS3
Cisco 2921-VSEC	5 Mbps and 10 Mbps through 100 Mbps ELA in 10 Mbps increments

CenturyLink-approved Add-On Connection Cards	
Cisco	ADTRAN
HWIC-1DSU-T1	DS3 Wide Mod
VVIC3-2MFT-T1/E1	
NM-1 T3/E3	
EHWIC-4G-LTE-V	
EHWIC-4ESG	

(a) **Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC
Add-On Connection Card Replacement Program	\$50 per Add-On Connection Card

6. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Managed Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective

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Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement. This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if NMS is not included in the CenturyLink IQ Networking Service Exhibit) and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

ADDENDUM A

CENTURYLINK IQ® MANAGED DATA BUNDLE PRICING

The CPE Rental term and each Managed Data Bundle Port and Local Access circuit receiving Managed Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Managed Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Managed Data Bundle.

Key to the symbols used in the following tables:

* The Internet Port, Private Port or Enhanced Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

** The Customer's location must qualify for on-site maintenance.

Customer may qualify for 5 Mbps In-Region ELA pricing (Promo Code: IQDBELAIR), which is an MRC of \$625 for a 24 month Service Term and \$585 for a 36 or 60 month Service Term. To qualify, Customer's Service Address must be located within the CenturyLink QC In-Region territory and use ELA. "In-Region" means the areas within the following states where Qwest Corporation d/b/a CenturyLink QC is the incumbent local exchange carrier: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. If Customer's location does not qualify, the MRC will be determined by the Product Pricer quote.

Managed Data Bundle 12 Month Service Term; 24 x 7 Maintenance – 4 hour response ** Ethernet								
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE			Local Access MRC The Local Access MRC is determined by the Product Pricer Quoting Tool	
				Internet*	Private*	Enhanced*		
5 Mbps #	Adtran	DBMS1x12	Select	\$395	\$437	\$485	TBD	
		DBMC1x12	Comprehensive	\$425	\$467	\$515		
	Cisco	DBMS2x12	Select	\$465	\$507	\$555		
		DBMC2x12	Comprehensive	\$495	\$537	\$585		
10Mbps	Adtran	DBMS1x12	Select	\$545	\$605	\$674		TBD
		DBMC1x12	Comprehensive	\$575	\$635	\$704		
	Cisco	DBMS2x12	Select	\$645	\$705	\$774		
		DBMC2x12	Comprehensive	\$675	\$735	\$804		
20Mbps	Adtran	DBMS1x12	Select	\$595	\$661	\$737	TBD	
		DBMC1x12	Comprehensive	\$625	\$691	\$767		
	Cisco	DBMS2x12	Select	\$639	\$705	\$781		
		DBMC2x12	Comprehensive	\$669	\$735	\$811		
30Mbps	Adtran	DBMS1x12	Select	\$745	\$829	\$926		TBD
		DBMC1x12	Comprehensive	\$775	\$859	\$956		
	Cisco	DBMS2x12	Select	\$885	\$969	\$1,066		
		DBMC2x12	Comprehensive	\$915	\$999	\$1,096		
40Mbps	Adtran	DBMS1x12	Select	\$970	\$1,081	\$1,209	TBD	
		DBMC1x12	Comprehensive	\$1,000	\$1,111	\$1,239		
	Cisco	DBMS2x12	Select	\$1,155	\$1,266	\$1,394		
		DBMC2x12	Comprehensive	\$1,185	\$1,296	\$1,424		
50Mbps	Adtran	DBMS1x12	Select	\$1,070	\$1,193	\$1,334		TBD
		DBMC1x12	Comprehensive	\$1,100	\$1,223	\$1,364		
	Cisco	DBMS2x12	Select	\$1,275	\$1,398	\$1,539		
		DBMC2x12	Comprehensive	\$1,305	\$1,428	\$1,569		
60Mbps	Adtran	DBMS1x12	Select	\$1,170	\$1,305	\$1,460	TBD	
		DBMC1x12	Comprehensive	\$1,200	\$1,335	\$1,490		
	Cisco	DBMS2x12	Select	\$1,395	\$1,530	\$1,685		
		DBMC2x12	Comprehensive	\$1,425	\$1,560	\$1,715		
70Mbps	Adtran	DBMS1x12	Select	\$1,233	\$1,375	\$1,539		TBD
		DBMC1x12	Comprehensive	\$1,263	\$1,405	\$1,569		

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	Cisco	DBMS2x12	Select	\$1,470	\$1,613	\$1,776	
		DBMC2x12	Comprehensive	\$1,500	\$1,643	\$1,806	
80Mbps	Adtran	DBMS1x12	Select	\$1,295	\$1,445	\$1,618	TBD
		DBMC1x12	Comprehensive	\$1,325	\$1,475	\$1,648	
	Cisco	DBMS2x12	Select	\$1,545	\$1,695	\$1,868	
		DBMC2x12	Comprehensive	\$1,575	\$1,725	\$1,898	
90Mbps	Adtran	DBMS1x12	Select	\$1,358	\$1,515	\$1,696	TBD
		DBMC1x12	Comprehensive	\$1,388	\$1,545	\$1,726	
	Cisco	DBMS2x12	Select	\$1,620	\$1,778	\$1,959	
		DBMC2x12	Comprehensive	\$1,650	\$1,808	\$1,989	
100Mbps	Adtran	DBMS1x12	Select	\$1,420	\$1,585	\$1,775	TBD
		DBMC1x12	Comprehensive	\$1,450	\$1,615	\$1,805	
	Cisco	DBMS2x12	Select	\$1,695	\$1,860	\$2,050	
		DBMC2x12	Comprehensive	\$1,725	\$1,890	\$2,080	

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
RENTAL CPE SERVICE EXHIBIT**

1. General; Definitions. CenturyLink QCC will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink provided order request form issued and executed by CenturyLink and Customer. CPE, as defined herein, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, Analog VoIP, Integrated Access Packages, Managed VoIP, Managed VoIP Bundle Services, SIP Trunk or SIP Trunk bundles or packages, Hosted VoIP or Managed Office under a separate Service Exhibit and Bundle, Package or Promotional Attachment (if applicable) to the Agreement, or CenturyLink Corporation intrastate Metro Optical Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer for the replacement cost which will be equal to the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

6. Charges. The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

7. CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon

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RENTAL CPE SERVICE EXHIBIT**

expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, CenturyLink's Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

10. Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

11. Separate CenturyLink and Verizon Wireless Offerings. If Customer uses CPE and Service in conjunction with Mobile Broadband Wireless Router service provided by Verizon Wireless, Customer understands that such service is provided under the terms of Customer's separate contract between Customer and Verizon Wireless. Customer is responsible for all contractual obligations to Verizon Wireless, including, but not limited to all payment obligations, including any monthly access, overage, or early termination fees.

12. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE and Service" as defined herein.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

1. General. CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ[®] Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

(e) IP Connection. "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

2.3.1 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.2 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. The Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

(b) Extended Wiring. "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

(c) Construction. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(d) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

(f) CenturyLink Provided Access Install NRC Discount. CenturyLink Provided Access Install NRC(s) specified on a valid quote form or Pricing Attachment will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Initial Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.2 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.3 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
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Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a “Cancellation Charge” equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

(i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop’s Start of Service Date was at least 12 months prior to the requested date of cancellation.

(ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access (“Existing CLPA Service”) with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider (“Upgraded CLPA Service”). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation (“DFOC”) notice from Customer’s CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink’s receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer’s failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days’ prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. “CFA” means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

“CenturyLink Domestic Network” means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

“CPOP” means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider’s network is possible.

“Demarcation Point” means: (a) the physical interface between the CenturyLink Domestic Network and Customer’s telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer’s telecommunications equipment.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

“Leased Access” means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

“On-Net Access” means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

“Service Address” means the business building where Customer receives the Service.

“Start of Service Date” for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink’s ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink’s ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

8. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

9. Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the correct NPA/NXX or CLLI or Service Address. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

NPANXX	QPricer Loop Tracking ID	Address	Type of Local Access	Minimum Service Term (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
208732	150529749498	1218 N COLLEGE W RD, TWIN FALLS ID 83301	CLPA - Special- Access	12 month	Fast Ethernet- 20 Mbps	\$345.00	\$0.00

10. Customer may order additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address. Each additional Service ordered during the Term must include a valid CenturyLink quote form that specifies the applicable Local Access MRC and NRC per Service. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

11. **CenturyLink Provided Access Install NRC Discount.** CenturyLink Provided Access Install NRC(s) specified on a valid quote form or Pricing Attachment will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Initial Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

Certificate of Completion

Envelope Number: 0D8D44F1EE2F4955BD78649224149B56
 Subject: Documents for your DocuSign Signature
 Source Envelope:
 Document Pages: 24
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled

Status: Completed

Signatures: 1
 Initials: 0

Envelope Originator:
 Ty Snyder
 930 15th St
 3rd Floor
 Denver, CO 80202
 ty.snyder@centurylink.com
 IP Address: 96.43.144.8

Record Tracking

Status: Original
 6/9/2015 12:30:55 PM PT

Holder: Ty Snyder
 ty.snyder@centurylink.com

Location: DocuSign

Signer Events

Jacob Darfler
 pomdirectorsignature@centurylink.com
 Manager of Offer Management
 6-5-15
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature

DocuSigned by:

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Timestamp

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 Viewed: 6/9/2015 12:34:59 PM PT
 Signed: 6/10/2015 8:35:25 AM PT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
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Certified Delivered	Security Checked	6/9/2015 12:34:59 PM PT
Signing Complete	Security Checked	6/10/2015 8:35:26 AM PT
Completed	Security Checked	6/10/2015 8:35:26 AM PT

Cierra Therapy, LLC

Speech-Language & Occupational Therapy

STANDARD CONTRACT

SPEECH-LANGUAGE THERAPY SERVICES

CIERRA THERAPY, LLC
PO BOX 5544
2016 WASHINGTON ST N STE 2
TWIN FALLS, IDAHO 83303-5544

FEDERAL ID#: 82-0535999
WORKMAN'S COMP POLICY #: 559225; EXPIRATION: 04/01/2018
PROFESSIONAL LIABILITY POLICY: AHY-644712005;
EXPIRATION: 07/29/2018

This Contract is entered into by Cierra Therapy, LLC and the **Xavier Charter School** hereinafter referred to as the school for the 2017-2018 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.

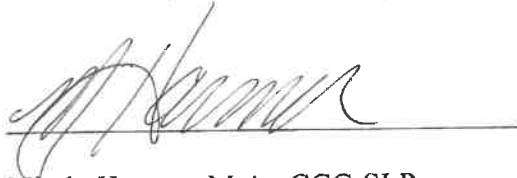
XAVIER CHARTER SCHOOL AGREES TO:

1. Provide an appropriate space conducive to therapy services.
2. Provide materials to perform the job duties.
3. The special education coordinator that the therapist reports to and takes direction from is Lisa Thompson.
4. Provide compensation at the rate of \$62.00 per hour from clinic to return.
5. Provide compensation for round-trip mileage at \$0.535 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 6-22-17



Mindy Harmer, M.A., CCC-SLP
Cierra Therapy, LLC

DATE 6-22-17



Xavier Charter School
Authorized Representative

Cierra Therapy, LLC

Speech-Language & Occupational Therapy

STANDARD CONTRACT

OCCUPATIONAL THERAPY SERVICES

CIERRA THERAPY, LLC
PO BOX 5544
2016 WASHINGTON ST N STE 2
TWIN FALLS, IDAHO 83303-5544

FEDERAL ID#: 82-0535999
WORKMAN'S COMP POLICY #: 559225; EXPIRATION: 04/01/2018
PROFESSIONAL LIABILITY POLICY: AHY-644712005;
EXPIRATION: 07/29/2018

This Contract is entered into by Cierra Therapy, LLC and the **Xavier Charter School** hereinafter referred to as the school for the ~~2016-2017~~ school year.

CIERRA THERAPY, LLC AGREES TO:

2017-2018
S.M. [Signature]

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 appropriate space conducive to therapy services.
2. Provide materials to perform the job duties.
3. The special education coordinator that the therapist reports to and takes direction from is Lisa Thompson.
4. Provide compensation at the rate of \$62.00 per hour from clinic to return.
5. Provide compensation for round-trip mileage at \$0.535 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:

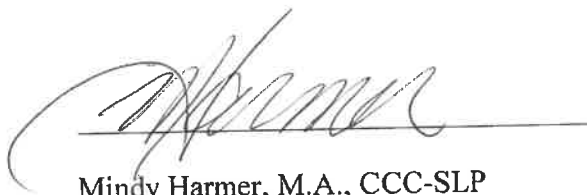
Either party may terminate this agreement with thirty (30) days written notice to the other party.

DATE

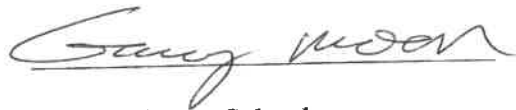
6-22-17

DATE

6-22-17



Mindy Harmer, M.A., CCC-SLP
Cierra Therapy, LLC



Xavier Charter School
Authorized Representative

Janitorial Services Agreement

This Agreement ("Agreement") is between the Xavier Charter School (Xavier), whose address is 1218 N College Rd. W. Twin Falls, ID 83301 and Class Act Inc (the "Contractor"), whose address is 13601 W McMillan Road #102-223, Boise ID 83713, for Night Time Janitorial Service and Semi-annual Floor Maintenance service described on the **Request for Proposals on Janitorial Services dated April 27, 2017** (the Proposal), which becomes part of this Agreement after award is made and accepted. The Contractor agrees to undertake performance of this Agreement under the terms and conditions set forth herein. Xavier and the Contractor, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1. **AUTHORITY**

This Contract is not effective until such time that is approved by the Board of Directors of Xavier Charter School.

2. **TERM OF AGREEMENT**

This Agreement shall commence on July 1, 2017 and expire on June 30, 2018 unless extended, in writing, by the parties or unless terminated earlier in accordance with this Agreement.

3. **CONTRACTOR RESPONSIBILITIES**

The Contractor shall perform services specified on the Proposal, incorporated herein by reference. This Agreement shall have no force or effect until Exhibits A and other required submittal items are finalized, signed by the parties and attached to this Agreement.

The Contractor shall be required to assume responsibility for timely completion of services detailed on the Proposal.

The Contractor warrants that his/her services under this Agreement shall be performed in a professional manner and shall be of high quality. In event of nonconformity, and without limitation upon any other remedy, Xavier shall have no financial obligation in regard to the nonconforming services. This right is not to the exclusion of any other right that Xavier has in law or equity.

The Contractor represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

It will be the responsibility of the Contractor to fully comply with the State of Idaho law regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

4. TAXES

Xavier is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the Xavier is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

5. PAYMENT

Payment by Xavier and its obligations under this Agreement are conditioned upon and subject to the continued availability of state funds. Xavier shall pay the Contractor in amounts as detailed in Exhibit A, incorporated herein by reference.

Invoicing

5.1 Billing must be done on a monthly basis. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days. Xavier will process payments of any amounts not in dispute.

5.2 Invoices are to be sent directly to: Xavier Charter School, 1218 N College Road W., Twin Falls, ID 83301. Attention: Accounts Payable

6. RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. Xavier is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of Xavier as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by Xavier to employees.

7. SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold Xavier harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. Failure to provide a Certificate of Workman's Compensation Insurance upon request may result in termination of this Agreement. Xavier will not assume liability as an employer.

The Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, and professional malpractice insurance, all with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to Xavier.

The Contractor shall protect, indemnify, and save Xavier harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Xavier be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

8. ASSIGNMENTS

This Agreement or any interest therein shall not be transferred by the Contractor without prior written permission of Xavier.

9. DEFAULT AND TERMINATION

9.1 For Cause:

Contractor default occurs if the Contractor fails to perform any of the covenants or conditions of this Agreement or the Contractor fails to provide services so as to endanger performance of this Agreement, and the Contractor does not cure such defects in performance within ten (10) business days after receipt of written notice from Xavier informing it of such defects in performance. If at the end of such cure period, the Contractor is still in default or noncompliance, then Xavier may terminate this Agreement. Upon such termination, Xavier may pursue any and all legal, equitable and other remedies available to the Agency. The Contractor shall be liable for any and all expenses that are incurred by Xavier as a result of the default, including, but not limited to, the costs of procuring substitute performance, legal fees, and losses incurred due to default.

9.2 For Convenience:

Xavier may terminate this Agreement for its convenience at any time upon 10 business days written notice to Contractor, and, upon such termination, Xavier's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination. Notwithstanding any other provision in this Agreement, Xavier may terminate this Agreement immediately if the Contractor becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the Contractor or if the Contractor makes an assignment for the benefit of creditors.

10. ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds the Contractor to Section 601, Title VI, Civil Rights Act of 1964: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho. The venue of any action brought by any party to this Agreement shall be the Fourth District Court in and for the County of Ada.

12. NO PENALTY

It is understood and agreed by the parties that Xavier is a public school and that this Agreement shall in no way bind or obligate the State of Idaho beyond the terms of any particular appropriation of funds by the state or federal legislature, as may exist from time to time.

13. NONWAIVER OF BREACH

The failure of the Contractor or Xavier to insist upon strict performance of any of the covenants and conditions of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect unless such waiver is evidenced by prior written consent of the Contractor or Xavier.

14. DUPLICATE ORIGINALS

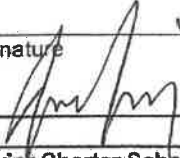

This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.

15. GENERAL PROVISIONS

15.1 Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, or insurrections.

15.2 This Agreement, with the **Request for Proposals Dated April 27, 2017** and **Exhibit A** attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Unless otherwise stated above, this Agreement is effective on the date of last signature:

Contractor's Legal Name <i>Class Act Inc</i>		
Contractor's Authorized Representative's Printed Name <i>Jared Young</i>		Title <i>President</i>
Signature 	Date <i>6/11/17</i>	
Xavier Charter School Representative Printed Name <i>Gary Mean</i>		Title <i>Head of Schools</i>
Signature 	Date <i>7-1-17</i>	

CLASS ACT

Page | 1

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

Request for Proposals on Janitorial Services

April 27, 2017

Date Due: May 1, 2017

1. Purpose

Xavier Charter School is requesting proposals for janitorial services, as further detailed below.

The contact for this RFP is:

Sheryl Liu-Philo, Business Manager
Phone: 208-737-3947 ext 304
Fax: 208-733-1348
E-mail: sliu-philo@xaviercharter.org

Contact for janitorial service post award:

Stacey Young
Phone: 208-734-3947 ext 301
Fax: 208-733-1348
E-mail: syoung@xaviercharter.org

2. Background

Xavier Charter School is a single building K-12 school district with four modular classrooms separated from the main building.

3. Scope of Work

Night Time Janitorial Services:

A. Lobby/Entry Way (perform daily):

1. Remove large Pieces of litter
2. Sweep, mop and vacuum floors – use floor scrubber machine on tile floors
3. Clean all door and window glass
4. **Library** is considered to be part of the lobby

B. Classrooms (perform daily)

1. Vacuum floors
2. Empty trash and replace liners
3. Check and refill soap and paper dispensers
4. Clean bathroom sinks
5. Spray disinfectant on door handles
6. Dust flat and vertical surfaces (weekly or as needed)

C. Restrooms (perform daily):

1. Disinfect all fixtures
2. Remove all litter
3. Empty trash and replace liners
4. Scrub urinals and toilets
5. Wet mop and disinfect floors – use floor scrubber machine
6. Check and refill soap and paper dispensers
7. Clean all mirrors
8. Dust flat and vertical surfaces (weekly or as needed)

D. Hallways (perform daily):

1. Vacuum carpeted areas
2. Spot clean corridor walls and tops of lockers, display cases etc.
3. Clean glass as needed
4. Clean and disinfect drinking fountains
5. Dust flat and vertical surfaces (weekly or as needed)
6. Empty trash and replace liners

E. Gym, Locker Room and Lunch Room (perform daily) :

1. Remove litter in locker (or dressing) rooms
2. Empty trash and replace liner
3. **Night crew will put breakfast table down for morning service (North side of curtain)**
4. **Night crew will clean mops, floor scrubber machine, vacuums, and remove all trash in the janitorial supply room drain so they are operationally ready for morning use**

Day Time Custodian Service:

1. Work 7:30 to 3:30 with appropriate breaks and ½ hour lunch
2. Unlock front doors @ 7:30/lock front doors @ 3:30
3. Unlock gym doors at 7:30/lock gym doors at 8:00am
4. Lunch Room
 - a. Tables
 - b. Clean and scrub floor using the floor scrubber
5. Ordering Supplies
6. Clean/organize janitorial supply room
7. Check fire extinguisher (monthly)
8. Entry door windows
9. Outside:
 - a. Walk around and remove litter
 - b. Empty dog receptacle
 - c. Empty garbage cans
 - d. Sweep entry rug and sidewalks and use blower to remove debris
 - e. Remove snow from entry way and sidewalks
10. Admin offices/Teachers Lounge/Sick Room/Work Room:
 - a. Vacuum & mop floors
 - b. Empty trash/replace liners
 - c. Admin Bathrooms
 - d. Disinfect toilets
 - e. Sink
 - f. Mirrors
 - g. Sweep/mop floors
 - h. Check paper towels/soap/toilet paper
11. The day time custodian must work each day during school days. If custodian is unable to work for any reason, contractor must send a backup person and notify the school in advance. If contract does not provide a backup for the custodian's absence, the school will withhold money from its payment for that month's service.
12. Additional day time custodian duties during **Christmas break and summer:**

- a. Shampoo carpets
 - b. Dust and wipe blinds
 - c. Wash windows inside and outside
 - d. Wash all lockers
 - e. Vacuum (or clean) all baseboards
 - f. Clean all ceiling light covers
 - g. Clean all ceiling vents
 - h. Wash all walls
 - i. Sweep and hose outside walk way
 - j. Custodian is expected to work throughout Christmas break (except for Christmas Day and New Years Day).
 - k. Summer cleaning must be finished by August 15th. The actual number of work days depends on how fast custodian can complete the work.
13. The day time custodian and backup person must have back ground check cleared as required by the State Department of Education. Contractor is responsible for all fees related background check.

Semi-annual Floor Maintenance:

1. Strip and wax floors twice a year (December & July).

4. Award Basis and Term, if a term contract

Award will be made to the responsive responsible vendor with the lowest cost for each type of service as provided on **Exhibit A, Price Sheet**. The total cost for Night Time service must be separate from Day Time Custodian and Semi-annual floor maintenance. Additionally the vendor must pass reference check. In the event that lowest bidder fails to pass reference check, the next lowest cost bidder passing reference check will be awarded. It is possible that the lowest cost bidder for Night Time service is not the lowest cost bidder for Day Time Custodian and/or floor maintenance. As a result, there can be as many as three vendors awarded under this RFP.

The term of the resulting contract will be one year(s), with two optional renewals of one year each, upon mutual agreement of the parties. The winning proposal /entity will sign a janitorial service agreement attached here as Exhibit E. The janitorial service agreement and this RFP together make up the entire contract.

5. Response

Enter your **Total Cost** per year separately for Night Time Janitorial Service, Day Time Custodian and Semi-annual Floor Maintenance on **Exhibit A, Price Sheet**. Your proposal package must be received by Xavier by 2:00pm (MST) May 1, 2017. Proposal should be address as following:

Xavier Charter School
Janitorial Service Proposal
1218 N College Road W
Twin Falls, ID 83301
Attn: Sheryl Liu-Philo

Response/Proposals must include all items listed under "Required Submittal Items" below:

List of Attachments	Required Submittal Items
Exhibit A – Price Sheet	Exhibit A – Price Sheet
Exhibit B – References	Exhibit B – References
Exhibit C – W-9 Form (blank)	Exhibit C – W-9 Form (completed)
Exhibit D – Acceptable format of proof of liability insurance	Additional Required Submittal Items:
Exhibit E – Janitorial Service Agreement	<ol style="list-style-type: none"> 1. Business license 2. Your company's proof of liability and workman's compensation insurance in the same format as Exhibit D

6. Proposal Timetable

The timetable below sets forth the expected due dates for each event regarding this RFP process and our selection of the successful Company.

Proposals due date	May 1, 2017 (by 2:00 p.m. MST)
Final Selection and Award	May 15, 2017
Contract to begin	July 1, 2017

7. Reservation Of Right To Reject Proposals

Xavier Charter School reserves the right to reject all proposals, to waive informalities, to accept the proposal(s) deemed best overall for the District, to reissue the Request for Proposals, or to take no further action.

Exhibit A, Price Sheet

Company Name: Class Act Inc

Company Address: 13601 McMillan # 102-223

Company Contact: Jared Young

Telephone#: 2088614355

Email Address: jaredcaj@gmail.com

Total Cost per year for Night Time Janitorial Service:

\$ 41,175.00

Total Cost per year for Day Time Custodian Service:

\$ 30,996.00

NOT Awarded
SLP

Total Cost per year for Semi-annual Floor Maintenance:

\$ 5,475.00 (strip and wax floors)

Signature of Company Authorized Representative:

[Signature] Date: 5/1/17

Print Name of the Person Signing Above:

Jared Young

DAD'S TELEPHONE Sales & Service, Co.

1525 Addison Ave. E., Suite C-8
Twin Falls, ID 83301
(208) 733-1980 FAX (208) 733-4305
Idaho Contractor #: RCE-10362

BID PROPOSAL TO: Gary Moon
Xavier Charter School
1218 N. College Rd. W.
Twin Falls, ID 83301
(208) 734-3947

DATE: 07/21/17

BID FROM: Mark Swenson, General Manager

BID PROPOSAL A: INSTALL A NEW PANASONIC KX-NS 700 HYBRID/IP COMMUNICATIONS SERVER

- 2) Provide one Panasonic KX-NS 700 Hybrid/IP Communications Server initially configured for 6 incoming lines and 66 digital extensions, and 4 single line extensions or devices. System can be expanded in lines and extensions (both digital and IP).
 - 3) System will come equipped with the following keysets:
 - 35 – KX-DT 543B Sets – full handsfree speakerphone with 3 line LCD display and 24 programmable/flexible LED buttons.
 - 2 – KX-DT 590B 48 Button sets – gives additional buttons for reception.
 - 4) Bid includes hooking up system with 35 new digital display phones and 25 used digital 7600 series telephones donated by us and D.L. Evans Bank. Bid assumes we will use existing cabling for the phones.
 - 5) Activate internal voicemail system (6 ports and 500 mailboxes).
 - 6) Bid includes all parts, materials, installation, training and a two-year warranty on all new parts and labor.
- Total Price: \$15,075**

BID PROPOSAL B: INSTALL 48 ZONE PAGING CONTROLLER AND SEPARATE CLASSROOMS FOR INDIVIDUAL PAGING

- 1) Install add-ons to your current Valcom paging system that allow for 48 zones to be created so each classroom can be paged individually.
 - 2) Make sure cabling to the classrooms will allow this zoning and run additional cable as necessary.
 - 3) Connect to phone system and program as necessary.
 - 4) Train staff on how to use new paging system.
 - 5) Bid includes all parts, materials, installation, training and a one-year warranty on all new parts and labor.
- Total Price: \$4075**

Total of sections A & B: \$19,150

OPTIONAL ITEMS

MESSAGE/MUSIC-ON-HOLD:

Install On-Hold Plus OHP-8000 recordable digital Message/Music-On-Hold playback system on your phone system. It comes pre-loaded with royalty-free music and messages. Included MessageStudio software allows you to customize. Price: \$200

HEADSETS: Commercial quality headsets by Plantronics with convenient “one touch” operation through your keyset. Frees up your hands during a call and helps alleviate neck discomfort.

Price: \$40

Plantronics CS540 Cordless Headset

Price: \$250

CORDLESS CELL EXTENSIONS:

With the KX-NS700 Panasonic continues a state of the art multi-cell wireless portable station system. Sometimes called “in-building cellular” because the Portable Stations can be handed-off from one Cell Station to another as you move around the facility. Can work with or separately from your desk set, or can act as your only phone.

KX-T0155 Cell Station Unit – 2 channel base station placed in facility \$250

KX-WT 125 Portable Station – 2.4 GHz, 8 hr talk time, multi-cell phone \$150

CURRENT COST OF ADDITIONAL EQUIPMENT

Panasonic KX-DT 543 Backlit Display Speakerphone (24 button) \$200

Panasonic KX-DT 521 Small Display Speakerphone (8 button) \$140

CURRENT LABOR RATES

Service Call and Hourly labor rate (min \$50) \$80/hr

After hours/overtime labor rate \$120/hr

SERVICE AND SUPPORT

We service our customers out of our Twin Falls office with the following personnel:

Mark Swenson – General Manager/Sales
Tom Hudson – Operations Manager/Lead Technician
Jacob Swenson – Technician
Justin Sidwell – Technician
James Swenson - Technician
Melonie Swenson – Bookkeeping

We keep loaner Panasonic KSU's and phones on hand and we can get overnight support on cards and system components. We also have a spare system with phones that can be set up in the case of a total system failure or in the case of an emergency relocation.

WARRANTY AND MAINTENANCE

There is a two year warranty on parts and labor on this system and that is included in the price of the system. We pride ourselves on going the "extra mile" for warranty service. Dad's Telephone has excellent **response time** in urgent or emergency situations. We offer 24/7 **emergency service** and because we have so many local people we can usually respond within an hour or two. On evenings and weekends our emergency response time is usually one to three hours.

TECH SUPPORT

Dad's Telephone offers free tech support over the phone for the life of your phone system. If the system is set up with remote programming we also do that for free if the programming session is short (less than 15 minutes).

TRAINING

Dad's Telephone provides two to three training and programming sessions. Our initial training on basic operation and features is conducted at the time of installation in large or small groups. We provide guides and booklets at that time. Our second session goes deeper into system feature operations, programming and customization. After the first session, we usually leave it up to the customer to schedule the additional sessions as they see fit. We are willing to go into advanced features and programming if the customer has an employee assigned as the system administrator. All free training sessions need to be completed during the first six months of operation of the system.

DOCUMENTATION

Dad's Telephone leaves the User manuals that come with the system with you, the customer. It is always our policy to label the programmable phone buttons.

BID ACCEPTANCE AND PROVISIONS

PAYMENT TERMS: System installations are 50% due at time of order and 50% due and payable upon completion. Lease terms are available, but are subject to credit approval and need to be approved before installation of the system. We also accept Visa and Mastercard.

Customer is responsible for providing an adequate, clean, climate controlled location for the phone equipment. Customer is also responsible for providing a dedicated 120 volt AC, 15 amp, 60 Hz, single phase, 3 wire, electrical outlet within 5 feet of the system. Any work required or requested above and beyond what is covered by the scope of this proposal will be billed separately.

Dad's Telephone Sales & Service, Co. warrants its workmanship for two year from the date of completion of the installation.

Your signature below will indicate your approval of this bid and at the same time act as a letter of authorization for Dad's Telephone Sales & Service, Co. to contact the telephone company (ie. Qwest or McLeod) on your behalf to facilitate all additions and changes to your phone line accounts as is necessary. It also authorizes Dad's Telephone to get information on your lines from the phone company.

Thank you for this opportunity to serve you.

For: Dad's Telephone Sales & Service, Co.

Mark Swenson	General Manager	7/21/17
_____	_____	_____
NAME	TITLE	DATE


This bid proposal is valid for 30 days from the date above.

CUSTOMER SIGNATURE AND ACCEPTANCE

We accept the bid as outlined in detail on the previous pages and described briefly here:

Add option(s): _____ Total Bid Amount \$ 19,150

For (Company Name): Xavier Charter School Main Phone # 208 534-3947

	<u>Head of School</u>	<u>8-16-17</u>
NAME	TITLE	DATE

Color of Phones (Circle one): Black or White (Donated phones are white)

PSYCHOLOGICAL SERVICES CONTRACT


XAVIER CHARTER SCHOOL
2017-2018

THIS AGREEMENT between Xavier Charter School (XCS) of Twin Falls, Idaho and David Standley, Ph.D., of Southern Idaho Psychology Clinic (SIPC); sipc1@me.com; telephone: 831-521-9899; P.O. Box 2775 Sun Valley, Idaho 83353 is for the provision of school psychological services by SIPC to XCS for the 2017-2018 school year.


The cost of school psychological services shall be \$ 60.00 per hour.

Submitted invoices for services shall be itemized.

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


Xavier Charter School
Authorized Administrator or
Board Member

6-26-17
Date


David Standley, Ph.D.
Southern Idaho Psychology Clinic

6-26-17
Date



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

COMPLIANCE DIRECTOR CONTRACTUAL AGREEMENT

THIS AGREEMENT is entered into on this 1stth day of September 2017, by and between Pamela Houston-Powell and Xavier Charter School for the 2017-2018 calendar school year. The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Scope of Services

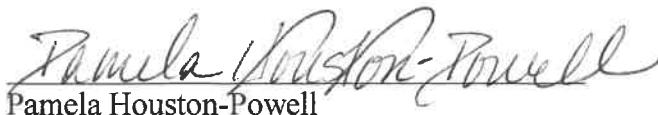
- Special education and medicaid compliance; specialized educational program and processes consultation; directed by the Head of Schools or designee. Rate of pay for this position is \$300 per month to be paid at the first of each month beginning September 1, 2017 and ending June 1, 2018.
 - Pamela Houston-Powell, Ed. D, Idaho, will provide during the contract period special education and medicaid administrative compliance and consultative services as needed.
- Special education instruction; special education instruction for students on an IEP in the absence of regular special education instructor. Compensation is at a rate of \$97.00/day and all days must be approved by the Head of Schools.

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

10-17-17
Date



Pamela Houston-Powell

10/26/17
Date



COPY

May 2, 2016

Gary Moon, Head of Schools
Xavier Charter School
1218 North College Road West
Twin Falls, ID 83301

Dear Mr. Moon:

Pursuant to the terms of this letter it is agreed that Eide Bailly LLP will provide rebate calculation services as described herein in connection with the Idaho Housing and Finance Association, Nonprofit Facilities Revenue Bonds (Xavier Charter School, Inc. Project), Series 2015A for \$7,055,000.00 (the "Bonds") issued or being issued by the Idaho Housing and Finance Association (the "Issuer").

Scope of Services

We will provide a calculation of the amount, if any, subject to rebate under §148(f) of the Internal Revenue Code of 1986 (the "Code"). We will provide this information to the law firm of Arntson Stewart Wegner, P.C. in order that they may render an opinion that the calculations have been performed in accordance with §148(f) of the Code and the regulations promulgated thereunder. Such calculations will be based on information to be supplied to us by the Issuer of the Trustee with respect to the Bonds. As required by §148(f) of the code, the calculations will determine the excess of the amount earned on all non-purpose investments, over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield of the Bonds (the "Excess") plus any income attributable to the Excess.

The calculations hereunder will be provided on the later of 45 days after the first anniversary of the issuance of the bonds or 30 days from the date on which we receive all of the data from the Trustee or the Issuer necessary to make such calculations. We will provide subsequent calculations to you within 30 days of the date on which we receive the related data. We will provide you with forms detailing the data to be supplied.

You should be aware that our services under this agreement will not include an opinion as to the tax exempt status of the bonds or as to compliance with the terms of the covenants and documents under which the Bonds were issued.

The rebate calculation services described here involve only the calculation of the rebate amount described above, in accordance with applicable law, based solely on the information supplied to us. Should you desire that we make a review of the bond documents or otherwise provide advice or interpretation with respect to the Bond issue, we would be willing to do on an hourly rate basis. Eide Bailly's calculation and services under this agreement are provided solely to the party or parties hereto; the owners of the Bonds are not third party beneficiaries of such services and neither they nor other third parties may rely on such services.



It is agreed that for providing the calculation services under this agreement, you shall pay Eide Bailly LLP an initial calculation fee of \$1,100, with each annual calculation fee thereafter of \$850. This fee will be due upon the completion of the calculations. A review of the initial arbitrage calculations will be rendered by Arntson Stewart Wegner, P.C. for the first year only for an additional fee of \$400 with a legal opinion in the fifth year for an additional fee of \$400. If the Bond has elected in the Bond documents, the 24-month or 18-month spend out election, there will be an additional calculation fee of \$600 per calculation period. For advanced refunding issues with transferred proceeds calculations, there will be an additional fee of \$600. For co-mingled funds, there will be an additional fee of \$600.

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Termination

You may terminate our services at any time for cause by providing us written notice 30 days in advance of such termination. You may not terminate our services without cause prior to the date on which we provide the calculations required in connection with the initial anniversary of the issuance of the bonds; thereafter you may terminate our services without cause at any time upon 120 days written notice to us.

We may not resign our duties to perform calculation services prior to providing the calculations required in connection with the initial anniversary of the issuance of the bonds, hereafter we may resign upon 120 days written notice to the Trustee or the Issuer.

If the foregoing is in accordance with your understanding, please return one signed copy of this letter to us.

EIDE BAILLY LLP

By: *Eide Bailly LLP*

Accepted by (Trustee or Issuer):

Gary M...
Authorized Officer



Internal Use Only

Service Agreement

www.fisherstech.com

Main (208) 575-4410
Service (208) 947-3600
Supplies (208) 947-3625

Jeff

Customer Information Billing Location Business Name <u>XAVIER CHARTER SCHOOLS LLC</u> Address <u>1218 North College Rd West</u> City, State, Zip <u>Twin Falls, ID, 83301</u> Contact _____ Phone Number <u>(208) 734-3947</u> Fax Number _____ Email _____ Customer # _____		Terms <input type="checkbox"/> Single Invoice Billing Contract Number _____ Effective Date On Delivery _____ Term <u>12</u> Months Zone _____ Base Billing Period <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually																									
Equipment Location <input type="checkbox"/> Same as Billing Business Name <u>XAVIER CHARTER SCHOOLS LLC</u> Address <u>1218 North College Rd West</u> City, State, Zip <u>Twin Falls, ID, 83301</u> Contact _____ Phone Number <u>(208) 734-3947</u> Fax Number _____ Email _____ Customer # _____		<table border="1"> <thead> <tr> <th></th> <th>Base Billing</th> <th>Images Included</th> <th>Overage Rate</th> </tr> </thead> <tbody> <tr> <td>B/W</td> <td>\$0.00</td> <td>0</td> <td>\$0.0042</td> </tr> <tr> <td>Color</td> <td>n/a</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>HP B/W</td> <td>\$0.00</td> <td>0</td> <td>\$0.0149</td> </tr> <tr> <td>HP Color</td> <td>\$20.00</td> <td>154</td> <td>\$0.1300</td> </tr> <tr> <td>Other Printer</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Base Billing	Images Included	Overage Rate	B/W	\$0.00	0	\$0.0042	Color	n/a	n/a	n/a	HP B/W	\$0.00	0	\$0.0149	HP Color	\$20.00	154	\$0.1300	Other Printer			
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Service Level	
<input checked="" type="checkbox"/> Basic	Includes parts, labor, toner, consumables. Excludes network support, paper, staples, and machine moves.
<input type="checkbox"/> Standard	Includes NetSource support, parts, labor, toner, consumables. Excludes paper, staples, and machine moves. Annual service level fee of \$ _____ to be prorated and billed in conjunction with base billing cycle.
<input type="checkbox"/> Premium	Includes NetSource support, parts, labor, toner, consumables, staples, and machine moves. Excludes paper. Annual service level fee of \$ _____ to be prorated and billed in conjunction with base billing cycle.

Make	Model	Serial Number	Equip#	B/W Start Meter	Color Start Meter
Konica	bizhub 808				
Konica	bizhub 654				
hp	M451				

Rates Adding new Konica 808 to existing service agreement <p style="font-size: 2em; opacity: 0.5;"><i>no opa</i></p>		Acceptance This agreement, the terms and conditions on reverse side, and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties. <div style="display: flex; justify-content: space-between;"> <div> <p><i>Gary Moon</i> Customer Signature</p> <p><i>Gary Moon</i> Printed Name</p> <p><i>Eric Taylor</i> Eric Taylor (Jun 30, 2017) Fisher's Authorized Signature</p> </div> <div> <p><u>6-13-17</u> Date</p> <p><u>Jun 30, 2017</u> Date</p> </div> </div>	
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Ren

Service Agreement Terms and Conditions

This Agreement (Contract) is between Fisher's Document Systems (FDS) and FDS's servicing client (Client). This Contract shall remain in effect for the lesser of the service agreement contract term or the term of any associated lease agreement. For service and supplies agreements, the Client will be billed on a monthly, quarterly, annual or semi-annual basis for the contracted minimum payment (payable in advance of each period) plus overages for the previous period. Other service charges will be billed on an as-needed basis.

FDS will provide service calls and routine maintenance during its normal business hours (8:00 a.m. - 5:00 p.m.) not including Saturdays, Sundays, or Fisher's holidays. Special rates are available for service beyond normal business hours.

This Contract will automatically renew on an annual basis unless a written notice of cancellation is received by either party thirty days prior to the expiration date. FDS reserves the right to escalate service pricing on an annual basis for the base and overage meter charges. FDS reserves the right to withhold service and supplies or to cancel this agreement if the account is over thirty days past due. In the event of cancellation due to non-payment, FDS will bill the account for any service or supplies provided up to and including the date of cancellation plus early termination fees. Early termination may occur unless service is bundled with a lease or equipment rental and will be calculated based on the annual renewal date. The fees are as follows: 1 to 4 months into current contract period yields 4 times monthly contract amount; 5 to 8 months into current contract period yields 3 times monthly contract amount; 9 to 12 months into current contract period yields 2 times monthly contract amount. Any excess parts or supplies provided by FDS under the terms of the Contract will remain the property of FDS and must be returned at the expiration or termination of this Contract. This Contract may not be transferred to another individual and/or business without prior written authorization from FDS. All invoices are net 15. Interest will be calculated at the rate of 18% per annum on invoices unpaid after 30 days. Minimum charge of \$5.00 will apply. Client agrees to pay any and all costs, including attorney fees, that may be incurred to collect past due amounts.

Service and Supplies Agreement. The services covered under a service and supplies agreement include parts, labor, emergency calls (during normal business hours), product maintenance required to keep the equipment operating properly, initial networking of network-connected devices, and training of the Client's key operators. The services covered under this agreement do not include: Paper, staples, exterior hardware (doors, covers, operation panels, paper cassettes, lost manuals), in-shop rebuilds on equipment over five years old or that have surpassed the manufacturer's recommended useful life, labor to clean toner spills, additional counting or monitoring devices (i.e.: Equitrac, eCopy, or Hecon), equipment relocation, or any service required due to accident, abuse, misuse, theft, neglect or damage caused by moving companies, fire, flood or any other force of nature. Toner yield is based on 6% page coverage per meter click for black and white and 20% coverage for color images. FDS may bill for additional toner if toner consumption exceeds these yields. Networked devices, driver upgrades/reinstalls, printing and scanning issues are not covered under this Contract for ongoing services unless the STANDARD or PREMIUM service level agreement is purchased. Client locations that are twenty-five miles beyond the closest FDS location will be subject to an additional trip charge if not specifically included in base contract fee and may be subject to the cost of freight for toner and parts. FDS retains the option to include a fuel surcharge for any contract or services provided and/or a supplies delivery charge. Minimum billings for the machine meter count (print, copy, scan) and any excess meter charges will be invoiced to the Client and due upon receipt. The meter will advance once for each 8 1/2 x 11 (letter) page and twice for each 11 x 17 (ledger) page. When in duplex mode, the meter will advance twice for each letter page and four times for each ledger page. The minimum and excess charges include all emergency service, routine maintenance and required parts and/or supplies as dictated by selected service level agreement.

NetSource Support Agreement. Standard and Premium packages cover post-installation network engineering services such as: Software drivers, driver updates, network cables, and hub/switches (if provided by FDS). Also included is telephone support and support for printing or scanning issues directly related to the contracted equipment. These agreements are sold at a flat rate annual price as listed on front side of this Contract. Products and services not included in Standard and Premium plans are: Service required after end-user installation of software, software updates, changes to the operating systems or additional workstations, servers, any change to the network environment, or network support for hardware and software not provided by FDS. FDS will provide technical assistance at an hourly service rate for any labor required to repair or service items not covered by these agreements plus the cost of required parts.

Software Support Agreement. Support for software applications and equipment add-ons is available for the rates and terms listed on the front side of this Contract. Specific terms and conditions of any software support agreements will be detailed in an attached document.

Client Responsibility. It is the Client's responsibility to provide an electrical power source that meets the manufacturer's specifications without the need of adaptors or extension cords. Surge protectors/power filters will be required on all contracts. Equipment sold by FDS will include a surge protector which will remain the property of FDS. The Client will also be responsible for performing normal operator care and cleaning as outlined in the user manual. This includes but is not limited to: Color calibration, cleaning of slit and contact glass, removal of paper jams, installation of toner, image units, waste tanks and staples, and disposal of waste hole punch, trimmed staples, and toner waste tanks. The Client is solely responsible for normal operator functions such as system backups, virus scans, and network security. If certain repair items become unavailable from the manufacturer, this Contract can be terminated by either party or remain in effect and continue to provide the services described above except to exclude those parts that are no longer available.

Meter Collection Obligations. The Client agrees to provide FDS with accurate and timely meter readings at the end of the billing period. Several options for meter read collection are available including automated remote meter collection (which may carry an additional software cost), email, website, fax, or telephone meter collection. In the case of automated remote meter collection, the Client agrees to accept the accuracy of such readings at the time of billing and reserves the right to audit those readings at any time.

No Liability for Consequential Damages. FDS will, at the request of the Client, install network copiers/printers and other related products, on the Client's designated network, servers or workstations. In no event shall FDS be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the installation process of these software and hardware products.

MAINTENANCE AGREEMENTS

PROPOSAL

J & D

SEAL COATING - ASPHALT REPAIRS

Pot Hole Repairs - Crack Repair

Licensed & Insured

Residential - Commercial

Serving All of Magic Valley

Doug 208-420-1818

P.O. Box 228 • JEROME, IDAHO 83338

Proposal Submitted To <i>X Charter School</i>		Phone	Date <i>3-22-2017</i>
Street <i>1218 N Collage</i>		Job Name	
City, State, Zip <i>TWIN FALLS IDAHO 83301</i>		Job Location	
Architect	Date of Plans	Job Phone	

We hereby submit specifications and estimates for:	X	AMOUNT
Clean and detail all areas before sealing.	/	
Clean and seal all cracks with hot applied crack filler (no alligatored areas).	/	
Treat all oil spots	/	
Apply Integra Sealcoat to all asphalt.	/	
Striping	/	
Repair all pot holes		
Remove and replace asphalt		
<i>2 YEAR WARRANTY</i>		
TOTAL		<i>\$14,972.79</i>

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Payment to be made as follows: Upon Completion: \$ *14,972.79*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Doug Shepherd*
 Note: This proposal may be withdrawn by us, if not accepted within _____ Days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 Date of Acceptance *3-5-17*

Signature *[Signature]*
 Signature *[Signature]*

PROPOSAL

J & D

SEAL COATING - ASPHALT REPAIRS

Pot Hole Repairs - Crack Repair

Licensed & Insured

Residential - Commercial

Serving All of Magic Valley

Doug 208-420-1818

P.O. Box 228 • JEROME, IDAHO 83338

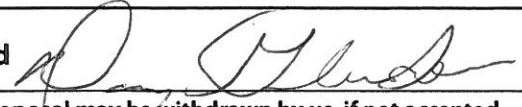
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We hereby submit specifications and estimates for:	X	AMOUNT
Clean and detail all areas before sealing.		
Clean and seal all cracks with hot applied crack filler (no alligatored areas).		
Treat all oil spots		
Apply Integra Sealcoat to all asphalt.		
Striping		
Repair all pot holes		
Remove and replace asphalt <u>1550 SF Drive Area</u>		<u>9300.00</u>
TOTAL		


We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Payment to be made as follows: Upon Completion: \$ 9300.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 
 Note: This proposal may be withdrawn by us, if not accepted within _____ Days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 Date of Acceptance 5-10-2017

Signature 
 Signature _____

INTERSTATE ASSOCIATE MEMBERSHIP AGREEMENT
BETWEEN KING COUNTY DIRECTORS' ASSOCIATION AND

XAVIER Charter School, Inc.
A 501(c)3 Tax Exempt Entity, EIN: 20-5009576

Cust - 127908
Ship to - 127909
Rita 03/30/17

Whereas, King County Directors' Association is authorized by RCW 39.34 to enter into an agreement with other public agencies to purchase any and all merchandise otherwise available to public school districts; and

Whereas the Xavier Charter School, Inc. desires to enter into an agreement with King County Directors' Association authorizing said institution to purchase supplies, equipment and materials through King County Directors' Association; now therefore,

It is mutually agreed as follows:

- King County Directors' Association (hereinafter referred to as "KCDA"), hereby agrees to sell to the undersigned institution merchandise, supplies, and equipment, hereinafter referred to as "goods", as set forth in its current catalog(s), from existing inventory and special purchases, at current cost factors plus variable administrative fees for services rendered. In addition, KCDA hereby agrees that the undersigned institution may purchase good and procure services from any contract awarded for such goods or services by KCDA and listed on KCDA's website, in accordance with the terms of such contract award and the provisions of this agreement.
- The undersigned institution agrees to pay for all items purchased within forty (40) days from the date of shipment from KCDA's warehouse or supplier
 - Charter Schools. For purchase orders that exceed \$10,000, charter schools, as defined in the appropriate statutes of the governing state, must either pay for the purchase/procurement in advance, or provide a cash/surety bond benefitting KCDA, prior to the completion of transfer of goods or performance of services.
- Title to goods (except for the security interest retained under the Uniform Commercial Code, Title 62 RCW) shall pass on shipment or delivery to common carrier, whichever occurs earlier, and all risk of loss shall pass to the purchaser on shipment or delivery to a common carrier.
- The parties agree that this agreement was formed in the State of Washington, and shall be construed in accordance with the laws of the State of Washington. Venue for any action to enforce this agreement may be had in any court with jurisdiction to hear and decide such matter. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.
- It is further understood and agreed that KCDA is obligated to supply goods only if available and to secure the same at the best prices possible and that KCDA will not be liable to the undersigned institution in the event that KCDA is unable to supply or provide any goods requested by the undersigned institution.
- This agreement continues in perpetuity, except that either party may cancel this agreement on thirty (30) days written notice.
- That the undersigned institution does not claim any proprietary interest of any nature whatsoever in KCDA or any funds or assets held by them, and it is further agreed that the undersigned institution will not be liable for any of the general obligations of KCDA and shall be limited with respect to its liability to the extent provided for herein.
- That in the event KCDA is determined to be subject to any additional tax, charges or fees by the State of Washington or other municipal governmental entities as a result of entering into this agreement, the undersigned institution agrees to pay, in addition to all other amounts specified herein, the additional tax, whether B & O tax, sales tax, or other excise tax, or any other tax, and in addition, agrees to indemnify and hold KCDA harmless with respect to defending any action brought by the Department of Revenue or any other state or municipal entity claiming that such a tax(es) is/are due, including attorney's fees and costs incurred therein.
- Time is of the essence.
- The undersigned institution agrees to abide by all of the general rules and regulations and policies of KCDA as heretofore or hereafter provided for in the interlocal agreement which authorizes the formation of KCDA under RCW 39.34.

Dated this 29th day of March, 2017.

Organization Name:

XAVIER CHARTER SCHOOL, INC.

By (signature of person authorized):

Gerry Moon

Print above name:

Gerry Moon

Title (of above person):

Head of Schools

Physical Address:

1218 N COLLEGE ROAD W
TWIN FALLS, ID 83301

Telephone:

(208) 734-3947

County in which located:

TWIN FALLS

Fax Number:

(208)-733-1348

E-Mail Address

KCDA Executive Director

Chief Financial Officer

3/30/17

Date

Member Profile

XAVIER CHARTER SCHOOL

Member/Agency 1218 N. COLLEGE RD. W.
TWIN FALLS, ID 83301 County TWIN FALLS

City _____ State _____ Zip _____

Phone Number (208) 734-3947 Website Address www.xaviercharter.org

(For different, or multiple ship to addresses please attach a separate list)

Shipping Address SAME AS ABOVE

City _____ State _____ Zip _____

Do orders placed by your Agency personnel require a purchase order number? Yes No

If no, what is the maximum purchase amount that does not require a PO? \$ _____

How did you hear about KCDA? IASBO conferences / Gary Wozny

What prompted you to become a KCDA Member? Saving Money on orders

Add Contact Information on Applicable Agency Personnel:

Superintendent/Executive Director/CEO <u>Gary Moor</u>	Phone Number <u>208-734-3947 x110</u>	Maintenance Supervisor	Phone Number
e-mail Address <u>Gmoor@xaviercharter.org</u>	Fax Number	e-mail Address	Fax Number
Business Manager/City Manager/CFO <u>SHERYL LIU-PHILO</u>	Phone Number <u>(208) 734-3947 x304</u>	Transportation Supervisor	Phone Number
e-mail Address <u>sliu-phil@xaviercharter.org</u>	Fax Number <u>733-1348</u>	e-mail Address	Fax Number
Purchasing Manager <u>STACEY YOUNG</u>	Phone Number <u>208-734-3947 x301</u>	Athletic Director/Parks Department	Phone Number
e-mail Address <u>Syoung@xaviercharter.org</u>	Fax Number <u>733-1348</u>	e-mail Address	Fax Number
Buyer/City Clerk	Phone Number	Facilities/Public Works Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Accounts Payable	Phone Number	IT Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Food Service Administrator	Phone Number	Warehouse Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number
Operation/Custodial Supervisor	Phone Number	Print Shop Manager	Phone Number
e-mail Address	Fax Number	e-mail Address	Fax Number

Your Name SHERYL LIU-PHILO Phone 208-734-3947 Date 3/29/2017
EXT 304

SNOW REMOVAL CONTRACT

This contract is entered into this 23rd day of October 2017, between Xavier Charter School located at 1218 N COLLEGE ROAD W, TWIN FALLS, ID herein after referred to as the "Owner" and Lockwood Sprinklers of PO BOX 274, Hansen, ID herein after referred to as the "Contractor" and shall terminate on the 30th day of April 2018.

The Contractor and Owner agree to these terms:

1. Contractor furnishes labor and equipment for snow removal service at Owner's location.
2. Owner agrees to pay contractor the sum of \$210.00 per push to clear snow (up to 4") from owner's parking and around building (the west and north side of school).
3. When snow level is above 4", an additional cost of \$105.00 will be charged by the contractor.
4. 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.
5. The sidewalks and walkways are to be kept cleared of pushed snow.
6. Contractor certifies that he maintains liability insurance on all service vehicles and **provides Owner a certificate of liability insurance.**
7. Contractor further certifies that he maintains Workers Compensation Insurance for his employees.
8. Owner agrees to keep vehicles out of the parking lot, as much as possible prior to 7:00 a.m.
9. 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 stated above.

Xavier/Owner Signature: _____

DATE: 10-23-17

Contractor Signature: _____

DATE: 10-24-17

LOCKWOOD SPRINKLERS AND SPRAYING

Jerry Lockwood
P. O. Box 274
Hansen, ID 83334

Cell Phone: 208-293-7047

TO: Attention: Gary Moon
Xavier School
1218 N. College Rd W
Twin Falls, ID 83301

Spraying Proposal for 2017

Dormant Oil Spray Application	\$ 75.00
Lawn Fertilizing Program :	
First Application: Broad leaf weed control/liquid fertilizer with Pre-emergent	550.00
Second Application: Broad leaf weed control/liquid fertilizer	550.00
Third Application: Granular slow release fertilizer	550.00
Fourth Application: Broad leaf weed control/liquid fertilizer	550.00
Fifth Application: Granular slow release fertilizer	550.00
Lawn Insecticide (billbug, sodweb worm) (May take more than one app)	550.00
Tree and Shrub Spraying: (June, July, Aug.)	100.00
Spider Barrier (around foundation Spring/Fall \$80.00/app)	160.00
Sprinkler Turn on and check out (does not include repair)	90.00
Sprinkler Blow out	<u>250.00</u>
Annual Cost (Pay after each Service)	\$ 3,975.00
6% Prepay Disc. (by March 1, 2017)	\$ 3,736.50

Please mark your choice, sign, and return in the enclosed envelope. Thank you!

- Pay after each service.
- Pre-Pay discount—Check enclosed.

Gary Moon/Xavier School

Customer Approval





PROFESSIONAL SERVICES AGREEMENT

This agreement is made this Thursday, May 25, 2017 between Xavier Charter School and the Love and Logic Institute, Inc. having an address and place of business at 2207 Jackson Street, Golden, CO 80401.

STATEMENT OF WORK

Date: Thursday, August 24, 2017
Duration: 5 hours of total presentation time to be completed by 3:00 pm
Client/Agent: Xavier Charter School
Address: 1218 N. College Rd. W, Twin Falls, ID 83301
Presenter: Jedd Hafer
Fee: \$4500.00 + travel
Key Contact: Becky Baird
Phone: 208-420-0559 email: bbaird@xaviercharter.org

- 1. PAYMENT: A \$1500.00 deposit is required with the Balance due upon completion of the above services. Said payment shall be made to Love and Logic Institute, Inc. with EIN 84-0930256.
2. CONTRACT: This agreement commences upon receipt of the required signed contract which must be received by June 18, 2017.
3. TERMINATION: This agreement shall terminate on Thursday, August 24, 2017 upon delivery of services. It is understood and agreed that this Contract may only be extended with written notice and mutual consent up to ninety (90) days before expiration of said contract.
4. TRANSPORTATION: In the event that the contracting agency should cancel this contract and in the event that reservations have been booked for travel, the contracting agency will be responsible for any penalties or travel obligations which cannot be cancelled.
5. RELATIONSHIP OF LOVE AND LOGIC INSTITUTE, INC.: Love and Logic Institute, Inc. shall serve as an independent contractor, and this Agreement will not be deemed to create a partnership, joint enterprise, or employment between parties.
6. INTERPRETATION OF CONTRACT: This Agreement may not be changed except in writing, signed by the Love and Logic Institute, Inc. and the authorized procurement official of the Agency.
7. MICROPHONE: A microphone and sound system in good working order must be made ready and available before the presenter speaks (for groups of 50 or more).
8. SALE OF LOVE AND LOGIC PRODUCTS: This contract does not require the display or sale of Jim Fay's or Dr. Charles Fay's books and training materials.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the day and year first written above.

XAVIER CHARTER SCHOOL
By: [Signature]
Title: Head of School
Date: 5-28-17

LOVE AND LOGIC INSTITUTE, INC.
By: April Hartman
Title: Customer Care Specialist
Date: May 25, 2017

Work Agreement

THIS AGREEMENT is entered into on this 8th day of September, 2017, by and between Jesse Mittelstadt (an independent contractor) and Xavier Charter School for the 2017-2018 school year. The parties entering this agreement, agree as follows:

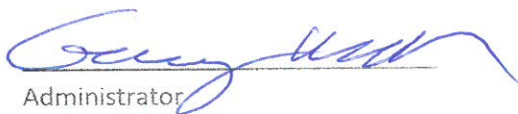
SCOPE OF SERVICES:

- RTI/Benchmarking/Progress Monitoring Consultation

Jesse Mittelstadt, B.A., Idaho certified special education teacher and independent contractor 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 is critical to the RTI process and procedures.

Jesse will provide services on an as needed basis when contacted by Xavier Charter School administration or special education teacher.

Jesse will also provide all necessary documentation of appropriate certification and other requested documents that are necessary in order to issue payment at the agreed upon rate of \$35/hour.



Administrator

9-8-17

Date



Contractor (Jesse Mittelstadt)

09/08/2017

Date

SERVICE PROVIDER AGREEMENT

This Agreement is entered between Xavier Charter School and PROGRESSIVE BEHAVIOR SYSTEMS .

TERMS OF AGREEMENT

The period of this Agreement will commence on October 16, 2017 and remain in effect until October 16, 2018 . This includes ESY services during the summer.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Progressive Behavior Systems is and shall at all times be an independent contractor of Xavier Charter School. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED

Provider shall render the direct services of one or more of the following services by individuals who are duly licensed:

- Clinical Diagnostic Assessment for purpose of determining Special Education eligibility
- Habilitative Intervention (BI), CBRS Services
- Habilitative Intervention (BI) Paraprofessional, Personal Care Services
- Nursing Services

RECORD KEEPING

Progressive Behavior Systems shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to Xavier Charter School within 10 working days of the date requested.

CONFIDENTIALITY

Progressive Behavior Systems agrees that all information regarding services provided in this Agreement shall be confidential including but not limited to student identification and nature of services provided to the student and will not disclose any information obtained from services without the written consent of participant or the parent/legal guardians.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

Progressive Behavior Systems is obligated to report within 24 hours any suspected abuse, abandonment, or neglect of a child to a law enforcement agency or the Idaho Department of Health and Welfare.

SERVICE DELIVERY: TIME AND PLACE

Progressive Behavior Systems shall perform services in Agreement at Xavier Charter School or other agreed location each scheduled day of services during the school year. School will notify **Progressive Behavior Systems** of absences or of cancelled school days.

COORDINATION OF SERVICES

To facilitate delivery of services, Xavier Charter School will provide:

1. Reasonable and prompt notification of meetings and other appointments in which **Progressive Behavior Systems** is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and the parent/guardian.
4. Reasonable assistance in facilitating communication between **Progressive Behavior Systems**, the student, parents/guardians, and other providers.

PREAUTHORIZATIONS OF SERVICES

All services that require preauthorization from a reimbursor is the responsibility of Xavier Charter School.

COMPENSATION/BILLING

Xavier Charter School shall compensate **Progressive Behavior Systems** for the services in this Agreement at the following rates:

Service	Rate
Habilitative Intervention- BI- Professional	\$8.25 per billable unit (15 minutes)
CBRS Intervention and Consultation	\$8.25 per billable unit (15 minutes)
BI Para; PCS	\$4.50 per billable unit (15 minutes)
Nursing Services	\$10 per billable unit (15 minutes)

Progressive Behavior Systems will submit a monthly statement of services rendered each month to Xavier Charter School payable within 30 days of the statement date.

TERMINATION

This agreement may be terminated without cause by either party after providing a 30 day notice of the intent to terminate to the other party.

DEFAULT

Upon default by either party, the nondefaulting party may cancel this Agreement immediately, upon notice. The defaulting party shall be liable for any and all expenses that are incurred by the nondefaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

AMENDMENT

Any and all amendment to this Agreement must be made in writing with the consent of both parties.

NON-DISCRIMINATION

Progressive Behavior Systems and Xavier Charter School agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex, age, or disability.

INSURANCE AND LIABILITY

Progressive Behavior Systems will be liable for losses or damages during the performance of services provided in this agreement. Proof of insurance will be provided upon request.

GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho. Progressive Behavior Systems will comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the term of this Agreement.

NON-WAIVER BREACH

Failure of either party to perform any terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed be both parties in writing.

ASSIGNMENT

This Agreement shall not be subject to assignment in whole or part to any other parties than Progressive Behavior Systems and its employees except by written agreement by the parties.

COMPLETE STATEMENT OF TERMS

This Agreement represents an entire agreement between the parties and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged or modified except by agreement in writing by authorized representatives of the parties.

Signed


Xavier Charter School Representative

Dated

10-17-17

Signed

Christi Bergen (electronic signature)

Progressive Behavior Systems Representative

Dated

10-16-17

Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You Xavier Charter School, the client, located in Twin Falls are hiring us Rinard Media, located in Twin Falls, Idaho to design and develop a web site for the price of \$2,500 as outlined in our previous correspondence.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll do your best to give us the assets and information we need to complete the project. You'll review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture and typography.)

You'll have plenty of opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

HTML, CSS and JavaScript

We deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Desktop browser testing

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in: iOS 9: Safari, Google Chrome Android: Google Chrome on Android Emulator. We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

Maintenance

We are not responsible for any maintenance after the website has been transferred to the clients domain. At any time you can contact our office and we will be able to make any changes you require. Our hourly rate is \$95 per hour. We may consider quoting an additional project if more work is desired.

Search Engine Optimization (SEO)

We don't guarantee specific rankings to your website, but the web pages that we develop are accessible to search engines and built with the latest technology and knowledge of search engines algorithms.

Changes and revisions

The price at the beginning of this contract is based on the number of weeks that we estimate we'll need to accomplish everything you've told us you want to achieve. If you decide to make changes during the development process, a separate estimate can be given.

Legal stuff

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have permission to use them. Then, when your final payment has cleared, copyright will be automatically assigned as follows: You'll own the visual elements that we create for this project. We'll give you source files and finished files if you ever decide to leave Rinard Media for a \$50 fee. You own all elements of text, images and data you provided, unless someone else owns them.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

\$2,500 for the project.

50% of the total project will be paid upon signing this contract. The remaining 50% of the balance will be paid upon completion and delivery of the project. Once the final balance has been paid, we will take the website live.

We issue invoices electronically. Our payment terms are 14 days from the date of invoice. We reserve the right to charge interest on all overdue debts at the rate of 1.5% per month. Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the United States courts.

Customer Information

Name Xavier Charter School
Title Gary Moon Head of Schools
Address 1218 N. College Rd. W.
City/State Turn Falls, ND Zip 58301
Phone Number 208-734-3997
Signature Gary Moon Date 2-28-17

Rinard Media Signature [Signature] Date 2-28-17

SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is made and entered into as of May 8, 2017 (the “**Effective Date**”), by and between Silverback Learning Solutions, Inc. (“**Silverback**”), a Delaware corporation with its principal place of business at 2963 E Copper Point Dr. #150, Meridian, ID 83642, and Xavier Charter School, a public charter school, with its principal offices located at 1218 N College Road West, Twin Falls, ID 83301 (“**Customer**”).

RECITALS

A. Silverback is the provider of Teacher Vitae, a professional growth platform for educators and administrators to schedule and document observation, evaluation, coaching, and reflection of educational practice.

B. Customer desires to access and use the Teacher Vitae service, and Silverback is willing to permit Customer to access and use the Teacher Vitae service, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1 “**Authorized User**” means any individual who has been authorized in accordance with the terms of this Agreement to access and use the Teacher Vitae Service. Authorized Users may include, without limitation, Customer employees and independent contractors engaged by Customer and teachers and administrators who attend schools in Customer’s school district.

1.2 “**Customer Data**” means any education-related data that is input or submitted by Customer or Authorized Users to the Teacher Vitae Service.

1.3 “**Implementation Services**” means the services performed by Silverback to implement the Teacher Vitae Service for Customer and Authorized Users, as described in the Project Plan.

1.4 “**Intellectual Property Rights**” means patent rights, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 “**Teacher Vitae Service**” means Silverback’s cloud-professional growth platform for educators known as “Teacher Vitae,” as more specifically described in Exhibit B.

1.6 “**Project Plan**” means a description of the individual responsibilities of Silverback and

Customer to implement and configure the Teacher Vitae Service, as set forth in Exhibit A.

1.7 “**Term**” is defined in Section 10.1.

2. SERVICES

2.1 Implementation. Silverback will perform the Implementation Services specified in the Project Plan to implement and configure the Teacher Vitae Service for use by Customer and Authorized Users.

2.2 Teacher Vitae Service. Commencing on the start date set forth in the Project Plan and continuing throughout the Term, Silverback will make available the Teacher Vitae Service in accordance with this Agreement. Customer and Authorized Users may access and use the Teacher Vitae Service solely for education-related purposes. Customer will not permit access to or use of the Teacher Vitae Service for any other purposes or by anyone other than Authorized Users. Customer will ensure that the Teacher Vitae Service are accessed and used in manner that is consistent with all applicable laws and regulations and the rights of others.

2.3 Restrictions. Customer will not interfere with or disrupt the Teacher Vitae Service or attempt to gain access to any related systems or networks to which access is restricted. Customer will not: (i) copy, frame or mirror any portion of the Teacher Vitae Service (or permit the copying, framing or

mirroring of any portion of the Teacher Vitae Service); (ii) sell, resell, rent or lease the Teacher Vitae Service; (iii) decompile, reverse engineer or otherwise attempt to obtain source code of the Teacher Vitae Service; (iv) attempt to modify the Teacher Vitae Service; or (v) use the Teacher Vitae Service to store any data or information that is unlawful or that violates a third party's rights, including without limitation a third party's privacy rights. Customer may not access or use (or permit a third party to access or use) the Teacher Vitae Service for purposes of monitoring the availability, performance or functionality of the Teacher Vitae Service, or for any other benchmarking or competitive purposes.

2.4 Data Maintenance and Backup Procedures. Silverback will follow its archival procedures for Customer Data as described in Exhibit B. In the event of any loss or corruption of Customer Data, Silverback will use its commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Silverback in accordance with the archival procedure described in Exhibit B. Silverback will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data caused by any third party. SILVERBACK'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION 2.4 WILL CONSTITUTE SILVERBACK'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA.

3. CUSTOMER OBLIGATIONS

3.1 Cooperation and Assistance. As a condition to Silverback's performance of its obligations hereunder, Customer will at all times provide Silverback with good faith cooperation and access to such information, facilities, equipment and personnel as may be reasonably required by Silverback in order to perform Implementation Services and to make available the Teacher Vitae Service pursuant to Section 2.2.

3.2 Security. Customer will be solely responsible for the accuracy, quality, integrity and legality of all Customer Data. Customer will: (i) use commercially reasonable efforts to prevent

unauthorized access to or use of the Teacher Vitae Service and notify Silverback promptly of any such unauthorized access or use; and (ii) keep confidential and not disclose to any third parties, and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers or other similar information for the Teacher Vitae Service.

3.3 Enforcement. Customer will be responsible for ensuring that the Authorized Users comply with the terms of this Agreement. Customer will promptly notify Silverback of any suspected or alleged breach of this Agreement and will cooperate with Silverback with respect to: (i) any investigation by Silverback of any suspected or alleged breach of this Agreement; and (ii) any action by Silverback to enforce the terms and conditions of this Agreement. Silverback may suspend or terminate any Authorized User's access to the Teacher Vitae Service upon notice to Customer in the event that Silverback reasonably determines that such Authorized User has breached this Agreement.

3.4 Marketing Support. Customer will comply with reasonable requests of Silverback to support public relations efforts pertaining to the Teacher Vitae Service, which efforts may include: (i) a press release highlighting Customer's purchase or use of the Teacher Vitae Service; (ii) participation in targeted press and analyst interviews highlighting benefits of implementing the Teacher Vitae Service; and (iii) participation in customer case studies developed by Silverback and used on the Silverback website and other outlets.

4. PAYMENT

4.1 Fees and Expenses. In consideration for Silverback's performance of Implementation Services and for making available the Teacher Vitae Service hereunder, Customer will pay to Silverback the fees and expense reimbursements specified in Exhibit C.

4.2 Payment Terms. Silverback will invoice Customer for the fees and expenses payable under Section 4.1 in accordance with the payment terms specified in Exhibit C. Each such invoice is due and payable in accordance with payment terms specified in Exhibit C.

4.3 Late Payment. In the event that Customer's account is more than sixty (60) days overdue, Silverback will have the right in its sole discretion, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Customer's access to the Teacher Vitae Service, upon ten (10) business days written notice to Customer, until Customer has paid the full balance owed, plus any interest due pursuant to Section 4.5. Notwithstanding the foregoing Silverback will not suspend Customer's access to the Teacher Vitae Service for amounts that Customer has disputed in good faith in accordance with this Agreement.

4.4 Taxes. All fees, expenses and other amounts stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"). Customer will be responsible for payment of all Taxes and any related interest or penalties resulting from any payments made hereunder, other than any Taxes based on Silverback's net income.

4.5 Interest. If Silverback has not received payment within thirty (30) days after the due date, Silverback reserves the right to accrue interest on past due amounts at the rate of one percent (1.0%) per month or the highest rate permitted by applicable law, whichever is lower, calculated from the date such amount was due until the date that payment is received by Silverback.

5. OWNERSHIP

5.1 Silverback. As between Silverback and Customer, Silverback exclusively owns all rights, title and interests in and to the Teacher Vitae Service, all forms designed, built, produced or modified using the form builder and all Intellectual Property Rights therein.

5.2 Customer. As between Customer and Silverback, Customer exclusively owns all rights, title and interest in and to all Customer Data and all Intellectual Property Rights therein. Customer hereby grants to Silverback a non-exclusive, irrevocable and perpetual, royalty-free license to use, reproduce, extract and otherwise process the Customer Data in aggregate form only for Silverback's internal use, and only for research and development purposes including, without limitation, maintaining, supporting and further developing and

improving the Teacher Vitae Service and related products and services. Silverback's use of the Customer Data as contemplated herein will not include using, reproducing, extracting or otherwise processing any personally identifiable information.

6. CONFIDENTIALITY

6.1 Definition. As used herein, "**Confidential Information**" means: (i) any information or materials that are disclosed in writing and that are clearly labeled as proprietary, confidential or with words of similar meaning at the time of disclosure; (ii) all information or materials that are orally or visually disclosed and that are identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure; and (iii) any information of any nature described in this Agreement as confidential. Silverback Confidential Information includes, without limitation, the Teacher Vitae Service and any documentation therefore, and any nonpublic financial information, pricing, business plans, techniques, methods, and processes. Customer Data is the Confidential Information of Customer. The terms and conditions of this Agreement will be deemed the Confidential Information of both parties.

6.2 Exclusions. Confidential Information will not include information that: (i) is or becomes generally publicly known through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure; (iii) is rightfully disclosed to the receiving party by a third party without a breach of any obligation to the disclosing party; or (iv) is independently developed by the receiving party without use of any Confidential Information of the disclosing party.

6.3 Use and Nondisclosure. During the Term and for a period of five (5) years thereafter, neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purposes other than for the exercise of its rights and performance of its obligations under this Agreement. Each party may disclose the other party's Confidential Information only to those of its employees and contractors who need to know such Confidential Information for a party's exercise of its rights and performance of its obligations under this

Agreement; provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will use the same efforts to protect the confidentiality of the other party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts.

6.4 Permitted Disclosure. The foregoing provisions of this Section 6 will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; (iv) on a confidential basis to present or future providers of venture capital or potential private investors in or acquirers of such party; or (v) as required by law.

7. WARRANTY

7.1 Warranty for Teacher Vitae Service. Silverback warrants that the Teacher Vitae Service will provide the functionality set forth in Exhibit B. As Customer's sole and exclusive remedy and Silverback's entire liability for any breach of the foregoing warranty, Silverback will, at its sole option and expense, modify the Teacher Vitae Service so that it conforms to the foregoing warranty or, if Silverback is unable to modify the Teacher Vitae Service to so conform, refund to Customer the fees paid for the non-conforming Teacher Vitae Service.

7.2 Disclaimer. Customer assumes sole responsibility and liability for results obtained from use of the Teacher Vitae Service and for conclusions drawn from such use. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SILVERBACK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED BY SILVERBACK.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SILVERBACK DISCLAIMS ANY WARRANTY THAT THE TEACHER VITAE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. SILVERBACK FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE TEACHER VITAE SERVICE AS TO ITS MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SILVERBACK FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SILVERBACK OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. INDEMNIFICATION

8.1 Indemnification by Customer. Customer will defend, indemnify and hold harmless Silverback from and against any liabilities, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that the Customer Data or the uploading of any such Customer Data to, or processing of such Customer Data by, the Teacher Vitae Service infringes, misappropriates or violates the rights of a third party, including, but not limited to, a third party's Intellectual Property Rights; or (ii) based on Customer's or an Authorized User's use of the Teacher Vitae Service (other than any claim for which Silverback is responsible under Section 8.2). Customer's obligations under this Section 8.1 are contingent upon: (i) Silverback providing Customer with prompt written notice of such claim; (ii) Silverback providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (iii) Customer having sole authority to defend or settle such claim.

8.2 Indemnification by Silverback. Silverback will defend any suit or action brought against Customer by a third party to the extent that it is based upon a third-party claim that the Teacher Vitae Service infringe a United States patent or any copyright or misappropriate a trade secret, and will

pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Silverback's obligations under this Section 8.2 are contingent upon: (i) Customer providing Silverback with prompt written notice of such claim; (ii) Customer providing reasonable cooperation to Silverback, at Silverback's expense, in the defense and settlement of such claim; and (iii) Silverback having sole authority to defend or settle such claim. In the event that Silverback's right to provide the Teacher Vitae Service is enjoined or in Silverback's reasonable opinion is likely to be enjoined, Silverback may obtain the right to continue providing the Teacher Vitae Service, replace or modify the Teacher Vitae Service so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer. Silverback will have no liability under this Section 8.2 to the extent that any third-party claim described herein is based on use of the Teacher Vitae Service in a manner that breaches this Agreement or results from any failure to comply with written instructions that Silverback provides to Customer with respect to the Teacher Vitae Service. THE FOREGOING STATES SILVERBACK'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY THE TEACHER VITAE SERVICE.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.2 Total Liability. IN NO EVENT WILL SILVERBACK'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TEACHER VITAE SERVICE EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

9.3 Acknowledgement. The parties acknowledge that the limitations and exclusions contained in this Section 9 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this Agreement is found to have failed of its essential purpose.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect through the end of the Initial Term specified in Exhibit C. At the end of the Initial Term (and each renewal term, if any), this Agreement will automatically renew for additional one (1) year terms, unless either party provides the other party with written notice of non-renewal at least forty-five (45) days before the end of the Initial Term or any renewal term. The period from the Effective Date through the end of any renewal terms are collectively the "Term".

10.2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.

10.3 Effect of Termination. Upon the expiration or any termination of this Agreement: (i) all rights granted by Silverback hereunder to access and use

the Teacher Vitae Service will automatically terminate; (ii) Customer and all Authorized Users will immediately cease all use of the Teacher Vitae Service; and (iii) except as otherwise specified in this Agreement, each party will return and make no further use of any Confidential Information of the other party in its possession or control. Upon any expiration or termination of this Agreement, Silverback will have no obligation to maintain any Customer Data or provide Customer with any Customer Data and will delete all Customer Data in Silverback's possession or under Silverback's control including any Customer Data stored on the Teacher Vitae Service.

10.4 Survival. The rights and obligations of the parties under Sections 4, 5, 6, 8, 9, 10.3, 10.4 and 11 will survive any expiration or termination of this Agreement.

11. GENERAL

11.1 Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of Idaho, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement will be brought exclusively in the state or federal courts located in Idaho. Silverback and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

11.2 Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without Silverback's prior written consent, and any attempted assignment or transfer without such consent will be null. Silverback may assign or transfer this Agreement at any time, in its sole discretion. Subject to the foregoing restrictions, this Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and assigns.

11.3 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11.5 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

11.6 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities hereunder.

11.7 Relationship Between the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

11.8 Force Majeure. Neither party will be liable due to any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from as long as the Force Majeure Event continues and such party continues to use commercially reasonable efforts to resume performance.

11.9 Entire Agreement. This Agreement together with its exhibits constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning its subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

11.10 Non-Exclusive Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representatives to execute this Agreement as of the Effective Date.

Silverback Learning Solutions, Inc.

Customer

Signed: _____

Signed: Gary Moon

Printed Name: _____

Printed Name: Gary Moon

Title: _____

Title: Head of Schools

LIST OF EXHIBITS

- Exhibit A Project Plan Overview
- Exhibit B Description of the Teacher Vitae Service
- Exhibit C Fees and Payment

Exhibit A

Project Plan Overview

Project Summary

The Project Plan (the “Plan”) outlines the scope, required resources, and proposed schedule to ensure a successful implementation of the Teacher Vitae Service.

Project Scope

Silverback’s Client Services team will work with the Customer’s resources to complete the following initial steps, the specific requirements of which will vary depending on the Customer’s needs. The Customer will own the process of maintaining and revisiting each of these steps for additions and/or modifications during initial setup and for each subsequent school year, with Silverback performing an advisory and support role.

- Define the Customer organization and organizational units
- Assemble and import staff rosters using the staff import process
- Define specialized roles within the system for administrators and special permissions
- Make ready the different evaluation forms and formats based on templates within the system and/or working within the forms editor
- Set the current evaluation year
- Ensure staff know how to access the self-service training modules included in the product. Request further training (administrator and/or staff, online or in person) from Silverback at Customer expense.

Required Client Resource Planning

Labor Resources – Silverback Client Services team requires planned, focused interactions with specific Customer resources as identified below, and strongly encourages Customer leadership to identify, estimate time commitments for, prepare, and motivate these resources to help achieve a smooth, on-time implementation. Sometimes multiple staff may be required to fulfill a single resource skill set outlined below. Alternatively, multiple skill sets might be obtainable within a single staff member. The time estimates below are approximate, broken out by resource, not by individual, and will be further defined on a task-by- task basis.

- Superintendent - owns the strategy and rollout of the service including planning of organizational units, administrative positions, and the process and strategy for forms, folders, and tags within the system. Also owns the compliance process and interaction with reports to ensure appropriate staff engagement levels with the service
Time Commitment: 2-4 hours at project inception, 1 hour or so per month ongoing
- Personnel Director - works with the Teacher Vitae System Administrator to ensure proper setup of staff and organizational units, and has special permissions to perform evaluation deletion.
Time Commitment: 2-4 hours at project inception, 1 hour or so per month ongoing
- Teacher Vitae System Administrator - the “day to day” administrator of the system. Imports and maintains staff, sets up organizational units, configures forms and tags, and resets passwords.
Time Commitment: 8-16 hours at project inception, 2-4 hours per month ongoing

- Business/Billing Contact - Necessary for timely response to invoices and billing inquiries.
Time Commitment: less than 1 hour per year
- Professional Development Contact - Strategizes, organizes, and promotes the level of training required for district personnel in person, via webinar, and/or through the online help guides.
Time Commitment: 2-4 hours annually
- Staff Supervisor(s) - Create staff evaluations from evaluation templates in the type and manner prescribed from leadership.
Time Commitment: varies per district strategy
- Staff Members - Maintain the Professional Portfolio and promote artifacts for use in evaluation, review and sign evaluations as required from supervisors.
Time Commitment: varies

Project Plan Schedule

The Plan schedule will be mutually agreed upon based on availability of Silverback's and Customer's resources. Changes to the Plan schedule will be managed by the Silverback's Client Services team and Customer's Teacher Vitae System Administrator, as required.

Exhibit B

Description of the Teacher Vitae Service

Teacher Vitae is a software-as-a-service (SaaS) Web-based system with the following deployment and delivery features:

- Centralized infrastructure with redundancy at the application and database level
- Secure, scalable, open integration
- Minimal client installation requirements and load on local systems
- Access via web browser from a variety of device types (desktop, laptop, tablet, smartphone)

The Teacher Vitae system is built upon the Microsoft .NET technology stack and Microsoft SQL Server, which include an Object Relational Mapper (ORM) for data layer abstraction, a tiered service-level implementation, object-oriented design and programming and open data interchange standards. The user interface presentation layer is based upon HTML, CSS and JavaScript and does not require additional presentation layer software such as Adobe Flash.

Upon installation, users can create and manage:

- Professional portfolios for organization and storage of personal job-related artifacts, with ability to add narrations and attachments, and share with supervisors and/or colleagues at user discretion
- District evaluation forms in a variety of configurations, to support anything from simple note-taking observation forms to rubric-based multi-domain forms with multiple scoring types and weighted scoring options
- Self-authored evaluation forms, also in a variety of configurations, to allow districts to ask for artifacts and evidence from evaluatees in a standard format
- Evaluation schedules to assist supervisors in assigning evaluators, reviewers, and form types to one or more evaluatees and one or more sessions, in bulk fashion
- Memo capability for making quick notes tagged to specific employees that can be recalled as evaluation artifacts later
- Digital tags that can correspond to district goals and/or evaluation domains and standards, and be correlated to allow ready recall on evaluation forms and evaluation artifacts
- Reporting capabilities and data exports with certain selectable filters for static and dynamic data aggregations in Microsoft Excel, Microsoft Word, Adobe PDF, and/or Comma Separated Values (CSV) formats. (NOTE: Teacher Vitae does NOT supply licenses for external applications such as Microsoft Excel, Microsoft Word, and Adobe PDF Reader.)

Archival Procedures

Partitioned Customer Data is backed up regularly. Weekly full backups combined with daily incremental backups are executed and stored in a secure, physically redundant location to enable Silverback to provide data recovery. Daily incremental backups are taken from the database server(s) to facilitate data restoration in the event of catastrophic hardware failure. Planned outages occur in off-peak hours whenever reasonably possible. These events are communicated in advance and designed and scheduled to minimize the impact on continuity of service. In most instances, planned outages should only be required during software deployments and for system software and hardware maintenance.

Exhibit C
Fees and Payment

Service Fees

In consideration for the performance of Silverback's obligations under this Agreement, Customer will pay to Silverback the following fees:

Product	Units	Price	Extended Price
Teacher Vitae Annual Subscription (1)	37	\$49.00	\$1,813.00
Implementation Fee	1	\$0.00	\$0.00
Professional Development	TBD	\$100.00/hour	\$TBD

(1) Subscription License units equals the total number of staff per the staff import process.

Professional development

Training/professional development is available for \$1,000.00 plus travel expenses for one (1) session tailored to administrators. Additional instructors or additional professional development sessions are optional and available for an additional fee.

Expense Reimbursement

Customer will reimburse Silverback for reasonable and customary travel, lodging, meals and other related expenses incurred by Silverback's employees and contractors for travel from Silverback's offices in connection with the performance of services under this agreement. At Customer's request, Silverback will provide Customer with receipts and other documentation for all such expenses.

Payment Terms

Silverback will invoice Customer for the subscription fees, implementation fee, and the professional development described above upon contract execution. Travel expenses related to professional development will be invoiced as incurred. Each invoice is due and payable within thirty (30) calendar days following the invoice date.

Future invoices for each subsequent renewal must be paid within thirty (30) calendar days of the date of invoice.

Initial Term

One (1) year commencing upon Effective Date.



ATTN: Xavier Charter School, ID

Greetings,

As a loyal customer, we want to continue to provide you with the most cost effective and robust School Business Suite System available in Idaho. Providing your district with the tools to succeed is of utmost importance to us and we are confident we will continue to provide you the unmatched services and products you expect from Skyward.

We are excited to present your district with a loyalty program for being a valued School Business Suite customer. This loyalty program will not increase your annual license fees for the next three (3) years.

Product	FY 2018 – FY 2020
School Business Suite	\$1,527
Employee Access	\$1,004
Employee Management	\$421
Payroll	\$792
TrueTime	\$662

If Xavier Charter School would like to accept the three year commitment outlined above, please complete and sign the enclosed Letter Agreement by March 15, 2017. You may return the document via email to Tyler Herek at tylerh@skyward.com or the Sales Department at SalesDepartment@skyward.com. We greatly appreciate your business and look forward to continuing to support your needs for three more years.

next page

Sincerely,
Skyward Sales Administration Department

LETTER AGREEMENT

This Letter Agreement (this "Letter Agreement") is made and entered into effective the 1 day of July, 2017 (the "Effective Date"), by and between **Skyward, Inc.**, a Wisconsin corporation, with its principal offices located at 2601 Skyward Drive, Stevens Point, Wisconsin, 54482, ("Skyward") and **Xavier Charter School**, a Idaho K-12 public school, with offices at 1218 North College Road West, Twin Falls, Idaho 83301 ("Customer").

WHEREAS, Skyward and Customer previously entered into a software license agreement, end user license agreement and/or standard terms and conditions of sale (collectively the "Agreement") whereby Skyward licensed its proprietary School Business Suite software (the "School Business Suite System") to Customer subject to the terms and conditions contained therein; and WHEREAS, Skyward has agreed to modify the annual license fee to be paid by Customer for the School Business Suite System for a limited period of time, as provided for herein.

NOW, THEREFORE, Skyward hereby agrees to modify the annual license fee paid by Customer for the School Business Suite System for three (3) fiscal years commencing with fiscal year 2018 and continuing through fiscal year 2020. The School Business Suite System annual license fee for each of the above referenced fiscal years shall be as follows:

Product	FY 2018 – FY 2020
School Business Suite	\$1,527
Employee Access	\$1,004
Employee Management	\$421
Payroll	\$792
TrueTime	\$662

Following the expiration of fiscal year 2020, the license fee for the School Business Suite System will be subject to adjustment to Skyward's then-current rates. Skyward and Customer hereby ratify and approve of the remaining terms and conditions of the Agreement and the Agreement shall continue in full force and effect.

The undersigned have hereby agreed to the terms and conditions of this Letter Agreement as of the date first above written. However, if Customer decides to terminate early, then Customer will be responsible for fifty percent (50%) of the remaining balance of the three year total as stated above.

Xavier Charter School

The undersigned have hereby agreed to the terms and conditions of this Letter Agreement as of the date first above written.

CUSTOMER:



Signature

Gary Moon

Printed Name

Head of Schools

Printed Title

SKYWARD, INC.:



Signature

Ray Ackerlund

Printed Name

Chief Marketing Officer

Printed Title

FOOD SERVICE AGREEMENT

2017-18

THIS AGREEMENT is made and entered into by and between Twin Falls School District (hereafter "District") and Xavier Charter School (hereafter "Xavier").

WHEREAS, Xavier has requested the District to operate the Child Nutrition Program; and,

WHEREAS, District agrees to operate the Child Nutrition Program at Xavier, under the terms and conditions set forth below.

NOW, THEREFORE, The parties hereto agree as follows:

1. District agrees to operate the Child Nutrition Program at Xavier, supplying meals inclusive of milk to Xavier Charter School for the rates set forth below:

- Lunch.....\$2.75 each full price elementary student \$.40 each reduced priced student
- \$3.00 each full price middle school student, \$.40 each reduced price student
- \$3.25 each full price high school student, \$.40 each reduced price student
- \$4.45 each adult price meal (including Tax)
- \$3.20 each adult price breakfast (including Tax)

2. District agrees to operate the program pursuant to the provisions of the National School Lunch Program (7 CFR 210) and will assure that said meals meet the minimum meal pattern requirements as to copies of standardized recipes, copies of CN labels and production records which contain the amount of food prepared, portion sizes planned and daily number of meals provided. All meals will be prepared on sight at Xavier Charter School Kitchen.

3. District agrees to process all free and reduced applications, FS-4's, RACS, Verifications, Ethnic summary, National school Lunch Participation Data report, collections and meal accountability processes, including filing for reimbursement with the state. All state reimbursement for the Xavier Charter School Lunch Program will be given to the Twin Falls School District Nutrition Program.

4. Xavier agrees to relinquish all funds pertaining to the National School Lunch Program to the District Nutrition Program, including meal reimbursements from the state and daily collections. Xavier also agrees to turn over all commodity allotments to the District Nutrition Program. District also agrees to retain any other records required for the current school year plus the previous 3 years (or longer, if an audit is in progress) for the meals provided under this agreement and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture (USDA) and the General Accounting Office (GOA) for audit or administrative review at a reasonable time and place.

XAVIER FOOD SERVICE AGREEMENT - 2

5. Xavier agrees to pay any necessary district matching funds to District to compensate for payroll (FICA) for the employees of the Xavier National School Lunch Program if applicable.

6. District agrees to assume responsibility for any repairs to kitchen equipment at Xavier Charter School Kitchen. If District determines that additional kitchen equipment is required for the program, Xavier agrees to pay the purchase and any installation costs. Upon acceptance of the equipment, District be responsible for maintenance and repairs of said equipment. Xavier Agrees to provide janitorial services in the cafeteria, including set up and take down of tables.

7. Xavier agrees to provide or purchase a computer (to be approved by the Twin Falls School District), Mealtime software licensing, and a Touch and Go Finger Scanner, for the meal accountability system for operation of the program at Xavier.


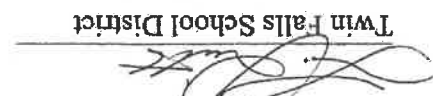
8. District would like to provide breakfast to the students of Xavier Charter School and may request approval from the State Department of Education to allow Provision II Base year for school year 2016-2017. District reserves the right to terminate the provision II breakfast program at Xavier Charter School.

9. District agrees to provide snacks in compliance with The National School Lunch program if an educational afterschool program is provided by Xavier Charter School. District Nutrition will do all paper work and reimbursements for this program. Snacks will be charged at the rate of \$1.35 full priced snack and \$.15 reduced price snack per student, and Adult Snack of \$1.55.

10. Xavier shall reimburse District for unpaid meals or snacks from funds authorized by the National School Lunch Program regulations.

11. This agreement shall be effective during the 2017-2018 school year, from August, 2017 to June, 2018. The agreement may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

 Xavier Charter School	 Twin Falls School District
Title <u>Head of School</u>	Title <u>Child Nutrition Director</u>
Date <u>6-21-17</u>	Date <u>6-26-17</u>

TWIN FALLS STORAGE
330 Eastland Drive South
Twin Falls, Idaho 83301
(208) 734-8030

Today's Date: Sept 18 2015
Occupancy Date: Sept 18 2015
Lease Space Size: 10x25
Monthly Rate: \$ 73.00
Lease Space No.: 132
P.I.N No.: _____

132

(Please Write Your Space Number On Your Check)

SELF-STORAGE LEASE AGREEMENT

Lessee's Name: Xavier Charter - School Home Address: 1218 N. College Rd.

City: Twin Falls State: ID Zip: 83201 Home Phone: 734-3948

Employer: _____ Work Address: _____ City: _____ State: _____ Zip: _____

General Description of Item(s) Stored: Danio Theater Costumes

Estimated Value of Stored Goods: \$ 10000

How Did You Find Us? Previous Tenant Drive-By Yellow Pages Friend Other Mini Website

Lessee is required by Idaho Code 55-2304(3) to disclose any lienholders or secured parties who have an interest in property that is stored, now or in the future, in this self-storage facility:

Lienholder/Secured Party _____ Items _____

CONDITIONS OF LEASE AGREEMENT:

LESSOR, Twin Falls Storage, is the owner of the self-service storage facility at the location identified above. In connection therewith, lessor, by this agreement, does hereby lease and rent to the lessee the above numbered storage space(s) at the self-service storage facility upon the terms, conditions and covenants specified on both sides of this self-storage lease agreement.

RENT: Rent for the storage space is \$ 73.00 per month, payable in advance, due on the first of each month. No partial month prepaid rent will be refundable. Rent is late after the 10th of the month. Invoices will be sent. If rent is 10 days past due, a \$ 10.00 fee will be charged.

TERMINATION: This is a month-to-month agreement and may be terminated by five (5) days' notice by either party so long as they are not in default. Per Diem rent will be charged for each day of notice not given, and may be deducted from the deposit if rent is not paid on vacate.

NOTE: If you want your items to be dust-free, please cover completely with plastic.

CUSTODY: All personal property of the Lessee shall be at the risk of the Lessee. Lessee is solely responsible for securing his space(s) with his own padlock. Lessor will not take responsibility for any unlocked space(s), nor will Lessor take measures to secure the space for Lessee. Lessor has the right to cut lessee's lock without liability if lessee's access to the space has been denied.

LIABILITY: All personal property of the Lessee shall be at the risk of the Lessee. LESSOR IS NOT ACTING AS A BAILEE OR WAREHOUSEMAN FOR LESSEE'S SELF-STORED PROPERTY IN THE ABOVE-IDENTIFIED SPACE. LESSOR HAS NO LIABILITY TO LESSEE FOR PERSONAL INJURY TO LESSEE OR OTHERS OR FOR PROPERTY DAMAGE TO PROPERTY STORED IN THE LEASED SPACE. ALL CARE, CUSTODY AND CONTROL OF THE SELF-STORED PROPERTY IN THE LEASED SPACE REMAINS SOLELY WITH THE LESSEE.

INSURANCE: All personal property of the Lessee shall be at the risk of the Lessee. PROPERTY STORED IN THE ABOVE NAMED LEASED SPACE WILL NOT BE INSURED UNLESS LESSEE OBTAINS INSURANCE ON HIS PROPERTY. Lessee accepts responsibility to provide insurance on the contents of the storage space, R.V., boat, vehicle or other item(s) stored at this facility.

DEFAULT: IDAHO LAW PROVIDES THAT THE LESSOR OF THE SELF-STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THIS FACILITY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, AND FOR EXPENSES REASONABLE INCURRED IN ENFORCING THE LIEN. THE PERSONAL PROPERTY STORED IN THIS FACILITY MAY BE SOLD TO SATISFY THE LIEN IF THE LESSEE IS IN DEFAULT FOR 60 DAYS UNDER THIS RENTAL AGREEMENT.

Make rent checks payable to Twin Falls Storage, and mail or bring to 330 Eastland Drive South, Twin Falls, Idaho 83301. If your payment is not received by 6 p.m. on the 10th day of the month, add a \$ ___ late fee. Write your space number on your check.

RENTS & DEPOSITS DUE		RENTS & DEPOSITS PAID	
Rent (proration of current month)	\$ _____	Rent (proration of current month)	\$ _____
Rent (first month)	\$ _____	Rent (first month)	\$ <u>400.00</u>
Deposit	\$ _____	Deposit	\$ _____
		Padlock	\$ _____
		Prepaid Rent	\$ _____
Total Due	\$ _____	Total Received	\$ <u>400.00</u>

Rent Paid Thru 09-18-15 Next Payment Due: 5-1-2016 Paid By: Check Cash Money Order Credit/Debit

Lessee hereby agrees to all terms, conditions and covenants set forth in the Lease Agreement, including those contained on the reverse side of this Lease Agreement.

Signature of Lessee: Xavier Charter Accepted by Manager: Wally Gooding

PLEASE BE SURE TO READ THE REVERSE OF THIS LEASE AGREEMENT. THANK YOU FOR THE OPPORTUNITY TO SERVE YOU.

1. Lessee agrees that the relationship between the Lessor and the Lessee created by this agreement is that of Lessor and Lessee and not that of bailor-bailee and that Lessor shall have no care, custody or control of Lessee or Lessee's property. This is a self-storage facility, and Lessee is solely responsible for the self-storage of its property and rented space.
2. Lessee agrees to pay first month's rent as stated on reverse, in full, if Lessee moves in after the 20th day of the month the proration of that month and the next full month shall be due, along with a deposit upon signing of this lease. All subsequent monthly rent will be due on or before the first of each month. Lessee agrees to pay all applicable rent or sales tax, if any. Lessor shall have the sole option to apply any or all of the deposit to any delinquent rent. Lessee shall immediately make repayment to Lessor for all or any portion of the deposit so applied, which repayments shall be made immediately on receipt of demand from Lessor. Failure of the Lessee to pay rent on or before the 10th day of the month shall cause an additional sum of rent to be due. Payment with a check which is returned from the Lessee's bank shall cause a \$32.00 service fee to be added to the rent due, plus any fees charged by Lessor's agent of record in the collection of returned checks. Lessor may terminate this lease upon five (5) days' written notice by regular mail to Lessee's home address identified on the front page of this lease agreement in the event Lessee fails to pay any rent, late charges, repayment of applied deposit or a returned check when due. Lessee shall not assign this rental agreement or sublet the whole or any portion of the space rented without the expressed written consent of the Lessor. The Lessor shall not increase the rent due hereunder except on thirty (30) days written notice by regular mail to the last known address of Lessee.
3. Lessee hereby agrees to comply with all existing laws and will not store any inflammable, combustible or other dangerous materials, nor use the storage space for unlawful purposes. Lessee agrees and grants Lessor, Lessor's agents, or representatives of any governmental authority including police and fire officials, the right to remove Lessee's lock and enter the storage space, without notice to Lessee, and take such action as may be necessary or appropriate to preserve the premises, to comply with existing law or to enforce any of Lessor's rights.
4. Lessee, at Lessee's own expense, is responsible for insuring his property, and assumes all risk of loss to stored property. In the event any loss due to fire, water, natural disaster, theft, vandalism, or any other cause to the space or any other object stored at the self-storage facility and/or the contents thereof, the Lessee shall look solely to its insurance coverage and shall make no claims whatsoever against the Lessor. Lessee expressly agrees that the carrier of any such insurance on Lessee's property shall not be subrogated to any claim of Lessee against Lessor, its agents or employees. Lessee further agrees that Lessor shall be free from all liabilities and claims for personal injury to Lessee and Lessee's invitees in using the leased space or upon Lessor's premises. Further, Lessor shall not be liable to any person(s) for loss or damage to property of any kind whatsoever and to whomsoever belonging. Lessee agrees to indemnify and have and hold Lessor harmless from any liability, loss, cost or obligation on account of or arising out of any such injuries or losses however occurring, including losses caused by Lessor's active or passive negligence. Lessee hereby indemnifies Lessor against any liability, claims, expense or damage, including reasonable attorney's fees, which Lessor may incur by reason of damage or injury caused to Lessor, its employees, agents, Lessees, or invitees, resulting from or connected with Lessee's access to the Self-Storage Facility or use of the leased space. Lessee expressly acknowledges that Lessor does not warrant or represent that property stored in the leased space. Lessee expressly acknowledges that Lessor does not warrant or represent that property stored in the leased space will be safe from loss or damage, including theft, fire or other casualty of any kind.
5. Lessee agrees that the use of his space shall in no way interfere with the use of the Lessor or any other Lessee, or any of the site premises. Lessee agrees that Lessee will not, in any way, place any item or material outside the space, or make or allow to be made, any unlawful, improper or offensive use of the space, and that the space will be kept locked at all times.
6. This lease may be terminated by five (5) days' notice by either party. Lessee must leave space in good condition, must remove any and all additions to the leased space at Lessee's sole cost, and is responsible for all damages. All goods and property stored and kept by the Lessee in the space the day following the day of termination of this lease shall be considered abandoned, and Lessor shall have the right to remove the property in order to re-rent the storage space. All goods and property stored in the space on the 10th day following the date that any rent or other charges herein provided to be paid by the Lessee remains delinquent and unpaid shall be considered abandoned, and Lessee agrees that Lessor shall have the right to deny access to the contents of said space, or deny access through the gate until such time as Lessee has made payment of the total rent and late charges, together with any other charges and costs, including but not limited to attorney's fees, to and including the date of said payment.
7. Lessee agrees that Lessor shall have a lien on all stored goods or property and shall have the right to sell said goods and personal property after sixty (60) days, pursuant to the laws of the State of Idaho and to apply any proceeds to the sale in payment of said delinquent rent, charges, costs and attorney's fees. Lessee shall be notified of such sale at least ten (10) days prior to the sale by certified mail to the address noted on the front of this lease agreement or to Lessee at the address provided in writing by Lessee as a change of address. Non-acceptance of the certified mail will not preclude the Lessor from proceeding to the sale. Lessor shall cause to be published the name of the delinquent Lessee and the date and location of the sale at least once a week for two weeks prior to the date of the sale. Lessee warrants that all goods and personal property placed by Lessee in the space hereby rented by Lessee shall be Lessee's own property. In the event that the provisions of this paragraph are invoked, Lessee agrees to indemnify and hold Lessor harmless in the event that Lessor takes possession of and/or sells property in the space which belongs to any person other than Lessee.
8. Lessee shall be entitled, upon termination of this agreement and the tenancy herein provided, to a refund of the deposit, provided Lessee has given the required five (5) days' notice of vacated and also provided that the Lessee is not in default of any obligation or performance thereunder, that the premises are left in a clean condition and that no portion of the premises or any other property of the Lessor has been damaged by Lessee. No partial month prepaid rent will be refundable. Lessor shall be entitled to retain said deposit if these conditions are not met by Lessee, and if deposit is insufficient to provide for repairs or cleaning, Lessor may bring any action necessary against Lessee for the balance due. Lessee shall assume responsibility for damage to doors, metal siding, interior walls, cement floors, hasps or any other portion of the area identified as Lessee's space.
9. Lessee agrees that Lessor shall have the right to terminate this lease upon five (5) days' written notice, mailed to Lessee's address as noted on the front of this lease agreement, or subsequent written change of address by Lessee, if tenant is in default of this agreement for rents or fees due, or at Lessors sole discretion if facility rules are not adhered to, or if the safety, care and cleanliness of the premises are in jeopardy by Lessee's actions.
10. Lessee may not use said storage space for residential purposes. Lessee may not use the leased space for the operation of any business, garage sale, for residential purposes, or for human or animal occupancy. Lessee hereby agrees that said space will not be used for these purposes.
11. Lessee understands that Lessor may from time to time operate video surveillance on the Lessor's premises. Lessee understands and agrees that Lessor has no obligation to operate said video surveillance and can discontinue operating the same at any time. Lessee further understands that Lessor may, at its discretion, keep or not keep copies of any surveillance video obtained on Lessor's premises. Lessee further understands that Lessee has no right, title, entitlement, or claim to any surveillance obtained by and kept by Lessor and that Lessor can deny showing Lessee any video surveillance obtained on Lessor's premises.
12. The covenants herein shall extend to and be binding upon the parties hereto, their heirs, executors and assigns. All remedies herein given and all rights and remedies now in existence or hereinafter given to Lessor by law or equity shall be cumulative and concurrent. Lessee agrees to abide by all rules and regulations of the storage facility as may be promulgated by the Lessor from time to time.



Audit Engagement Letter

COPY

September 14, 2016

Xavier Charter School, Inc.
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, 2017. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Xavier Charter School, Inc. as of and for the Year ended June 30, 2017. 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of Xavier Charter School, Inc. and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Xavier Charter School, Inc.'s financial statements. Our report will be addressed to the governing board of Xavier Charter School, Inc.. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, 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 issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Xavier Charter School, Inc.'s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Camas County District No. 121's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Xavier Charter School, Inc. is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. 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 government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. 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. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management 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. Our responsibility as auditors is limited to the period covered by our audit and does not extend to 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; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

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*.

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, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

Other Services

We will also assist in preparing the financial statements and related notes of Xavier Charter School, Inc. in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements 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 the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for 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 affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud 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 and for taking timely and appropriate steps to remedy fraud and non compliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of 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 findings and recommendations resulting from those audits, attestation engagements, performance audits, or other 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.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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.

We will provide copies of our reports to Xavier Charter School, Inc.; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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, 2017 and to issue our reports no later than October 17, 2017. 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 \$9,350. This fee will include the preparation of Form 990 tax return. 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.

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: 6/21/17

**Transportation
Contract**

Between

Xavier Charter School Dist #462

And

Western States Bus Service, Inc.

Beginning for the school year of 2015-2016

XAVIER CHARTER SCHOOL DIST. #462

PUPIL TRANSPORTAION CONTRACT

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Xavier Charter School District No. 462	Agreed increase	CPI = 2.0942%
Rates for Pupil Transportation Agreement		
2017 - 2018		
Addendum A		

Listed below are the Base Home to School and Fixed Activity rates for the 2017/2018 School Year

<u>HOME TO SCHOOL</u>	School Bus	<u>Current</u>	<u>2017/2018</u>
Cost per Mile		\$3.82	\$3.90
<u>KINDERGARTEN</u>	School Bus	\$3.82	\$3.90
Cost per Mile			
<u>SPECIAL NEEDS</u>	School Bus		
Cost per Mile		\$3.82	\$3.90
<u>Activities</u>	<u>School Bus</u>		
Cost per Mile		\$1.55	\$1.58
Minimum Charge for Activity Trip		\$26.87	\$27.43

Notes:



Signed Gary [Signature] Date 8-15-17

Signature indicates acceptance of above approved rates

AGREEMENT

This agreement is entered into on April 8, 2015[*date*], between the Xavier Board of Education of **Xavier Charter School #462 of Twin Falls County, Idaho**, referred to as the board, and **Western States Bus Service Inc. (WSBS), a wholly owned subsidiary of Mid Columbia Bus Inc.** of 21326A Highway 30[*address*] Filer, [*City*], Twin Falls County, Idaho 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 Charter School District #462** 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 there for, 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 Charter School Dist. # 462 and its duly authorized representative/s.

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 Service Inc., 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.

1. *Contractor will have a permanent place of business, contract phone number, address and e-mail account for connectivity to the Xavier Charter School District office.*

2. *Office will be maintained by the contractor for keeping of records needed and legally demanded for rolling inventory, maintenance documentation, inspections, driver personnel files, DOT testing and financial documentation etc.*

3. *Contractor will provide two way radio communication for busses and provide a written plan for contact information between the contractor base, and/or Xavier Charter School District #462 office and/or busses while in route or on a field/activity trip. This plan will be presented by August 1 of each contract year, negotiated with school administration and open to suggestion for improvement.*

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.

1. *Local school district policies are considered part of the governance of pupil school transportation in relation to this contract.*

f. Notice to the contractor shall mean written notice deposited in the United States mail addressed to contractor at 21326A Highway 30 [address], Filer [City], Twin Falls County, Idaho [State], 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, August 1, 2015, to June 30, 2018, and shall continue for a total period of 3 years, and shall end on June 30, 2018, unless sooner terminated in accordance with the provisions of this contract.

A. The board and contractor may extend this contract for five years, upon mutual agreement at the end of the stated contract years.

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.

A. The contractor will be expected to act as an independent contractor in providing, managing and operating the district's pupil transportation system.

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 in 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.

WSBS will not administer any provision that will eject any offender that may or are likely to result in injury or danger to the student. Contractor, and its employees, will follow and align with Xavier Charter School District #462 Policies and Procedures and Xavier Charter School administration. This includes the student management process including referrals and student discipline policies and procedures.

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 school days or as agreed upon by the contractor and Xavier School Administration 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.

A. The contractor and Xavier school administration will plan for emergency and/or disaster situations. Estimated time of response by contractor is key.

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.

A. Alignment with Xavier Charter School District #462 Policies and Procedure is expected between the Contractor, its employees and Xavier Charter School administration.

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.

A. Payment for services will be paid in the manner outlined in Attachment A and B included in this document.

B. Escalator clauses for per mile will be based on a Consumer Price Index Urban Wage Earners (CPI_U) averaging. The contractor will present formulas, CPI tables etc. for contract adjustment by August 1 of each year of the contract.

Effective with August 1, 2016, and each August 1 thereafter, the contract will have an automatic adjustment in transportation mileage rates, and minimum charge for activity trip, based on the percentage of increase (decrease) of the CPI for April-to-April of the expiring year using the Urban Wage Earners (CPI-U) sources from the US Department of Labor, Bureau of Labor Statistics.

1. Mileage rates for the contract will be at or below the Idaho State Department of Education mileage reimbursement rate.

If final transportation costs at the end of the school year (July 1-June 30) exceed the Idaho State Department of Education mileage reimbursement rates (Cost Per Mile, or Cost Per Rider) the Xavier Charter School District #462 will negotiate with the Contractor the impact of the costs that exceed the Statewide Average After Cap. The Xavier Charter School will retain the final right to decide the outcome of these costs and any adjustments to final costs considering the circumstances that have caused the overage.

2. The June billing will include a summative statement of mileage, cost per mile, totals billed etc. in each category of the billing statement. Final adjustments for total costs By Xavier Charter School will be based on the final publication by the Idaho State Department of Education Statewide Average After Cap for the year just ended per Section 1. above.

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.

A. Each bus used for home to school transportation, extra-curricular transportation, or special needs student transportation, will noted with Xavier Charter School administration by serial number, make and model, year of manufacture and bus number or name. .

B. Records of inspection, maintenance, and service logs will be kept up to date and made available to school administration upon request.

C. All drivers will be properly licensed for the State of Idaho pupil transportation CDL and/or brake and equipment certified as needed for the equipment used for Xavier Charter School. Appropriate health, background, and DOT testing will be kept on file by the contractor for a minimum of three years.

D. Driver personnel records will be made available to school administration upon request.

1. Complaints of driver performance and competency of performance will be discussed with contractor representative and school officials. The District will retain the right to request the replacement or termination of a driver.

E. The contractor must comply with all Federal and State of Idaho statutes, Codes, Rules and Regulations and District Rules and Policies. It is the responsibility of the contractor to obtain and keep updated on those legalities.

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.

A. Currently, Xavier Charter School is providing 4 routes for home to school transportation.

Route 1/ approx. 26 miles one way

Route 2/ approx. 41miles one way

Route 3/ approx. 29 miles one way

Route 4/ approx. 23 miles one way

All routes are within the boundaries of the Twin Falls School Dist. # 411. There is a 1.5 miles no bussing zone enforced around the Xavier School Site.

1. Maps of the current routes and no bussing zone are available for inspection at the Xavier School Office.

B. Xavier Charter School will retain the right to have 2 busses available for field trips and/or extra-curricular activities and expects the contractor to be able to sustain the home to school routes in addition.

1. All busses and spares as designated by the contractor, will be presented by serial number to the Xavier School administration before the beginning of operation each year. Substitution and/or use of other equipment will be used only AFTER notification is made by the contractor to Xavier School administration.

2. All busses should be no older than 12 years from date of manufacture with not more than 200,000 miles of operation at the beginning of the school year.

C. Xavier Charter School will expect the contractor to be able to provide handicap busses upon request for that service. The contractor is expected to bid kindergarten bussing fees and expected to provide the equipment if requested by the school administration. Those services may be included in regular routing or with separate routes as negotiated with school administration.

D. By the beginning of school each year the contractor is expected to define home to school bussing routes, times, pick up points etc. and/or special needs bussing as asked for by the school administration.

1. By the regular August meeting of the Board of Trustees the contractor is expected to present a chronological time line of each route, map of the routes, expected mileage covered, and approximate daily operating cost of each route. At that time special needs bussing will be also be presented as known at that time. The mapping and chronological log will be for the Xavier District office. The Board of Trustees will authorize the routes as they deem appropriate, with appropriate action and motions into Board minutes.

a. Xavier Charter School District #462 will reserve the right to change routes and pick up times. This will be noted to the Board of Trustees at the next regular board meeting, as presented by the contractor.

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 mileage rate of contractual cost + 10% of that cost per mile.

A. Exenuating circumstances accepted and negotiated by school administration may waive this failure.

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 2 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.

SECTION TWENTY

INDEMNIFICATION

Contractor will be required to indemnify **Xavier Charter School District #462** from any loss that it may sustain from any cause arising out of the performance or lack of performance of this agreement by contractor.

A. By August 1 of each contract year, the contractor is to present to the Xavier School administration evidence of an operation bond for the full cost of operation for the year as agreed to by the administration and contractor. Contractor agrees to provide the Xavier Charter School an estimate of the transportation costs for the upcoming school year. This estimate will provide the basis of the amount of the operation performance bond amount to be provided by the Contractor.

B. Copy of Bonds, liability insurance, equipment serial numbers to be used as per contract specifications will be given to the Xavier Charter School District office by August 1 of each year of the contract.

1. Insurance or contract of insurance or comprehensive liability plan for each Contractor owned/leased school bus shall provide the insurance carrier pay on behalf of the district or contractor to a limit of not less than five hundred thousand (\$500,000) per person and not less than three million dollars (\$3,000,000) for bodily injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of person injured or the number of claimants. The Contractor does hereby indemnify and hold harmless Xavier Charter School District #462, its officials, agents, insurers, indemnities and employees from and against any and all liabilities, claims demands, causes of action, damages (including the cost of defense) arising on account of bodily or personal injury, death, damage to property arising out of the acts of omission of the Contractor and/or its agents, representatives, subcontractors or representatives.

2. The contractor shall at all times carry and pay premiums on all Workman's compensation required in connect with its employees and pay before delinquency all Unemployment Insurance premiums.

3. The Contractor shall purchase for "personal injury" claims including, but not limited to, discriminations claims, slander, libel, invasion of property, assault, batter and false imprisonment in the amount of no less than \$500,000 per person, with and aggregate of three million dollars (\$3,000,000).

SECTION TWENTY-ONE

REPORT OF ACCIDENT

Any accident involving student transportation shall be reported to the district as soon as possible and not later than 24 hours from the time of the accident. A detailed written report must be submitted to the board as soon thereafter as possible and not later than 3 business days after the date of the accident.

SECTION TWENTY-TWO

TITLES OF PARAGRAPHS

The various titles to the paragraphs in this agreement are used solely for convenience and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this agreement.

SECTION TWENTY-THREE

UNLAWFUL PROVISIONS DEEMED STRICKEN

All unlawful provisions of this agreement shall be deemed stricken from the agreement, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the agreement.

SECTION TWENTY-FOUR

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 Dist. #462, Twin Falls** County, Idaho acting by **Debbi Burr** its Chairman, duly authorized, and contractor have set their signatures and seals at **1218 North College Road, Twin Falls, Idaho** [*designate place of execution*] the day and year first above written.

Debbi Burr

Debbi Burr, Xavier Charter School Board Chair

4-8-15

(date)

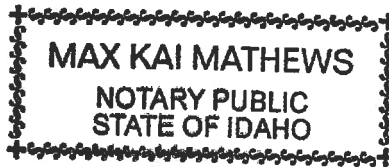
Tony Barnhart

Tony Barnhart, CEO, Western States Bus Service, Inc.

4/8/15

(date)

Notary of Public to attest to signatures.



Max Kai Mathews *4/8/2015*
MAX KAI MATHEWS
RESIDING AT TWIN FALLS, ID
EXPIRT 10/24/2018

**Attachment A
Payment Schedule
Transportation Agreement-Rate Page
FY 2015/2016**

On or before the 10th day of each month of each school year covered by this contract, contractor shall submit to the board a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the 25th day of the month in which the bill is submitted, the board agrees to pay contractor the contract price for those services that it shall find to have been rendered, computed on the following schedule:

Category of Service	Rate per Mile
<u>Home to school bussing</u>	<u>\$3.75</u>
<u>Special needs bussing</u>	<u>\$3.75</u>
<u>Kindergarten bussing</u>	<u>\$3.75</u>
<u>Extra-curricular/non reimbursed bussing</u>	<u>\$1.52</u>
Minimum Charge for Activity Trip	<u>\$26.38</u>

**Attachment B
Sample Invoice**

Contractor's monthly invoice must provide at least the same amount of details or information:

A. The billing will indicate for home to school transportation.

1. Route number, total miles, no of school days for the month.

B. Special needs bussing will be identified and billed as in section A on the Sample Invoice.

C. Kindergarten bussing will be identified and billed as in section B on the Sample Invoice.

D. Extra-curricular bussing (non-reimbursable) will be identified by date, destination, organization carried, minimum call fee (if applicable) and number of students carried.

The form may be submitted on a contractors form. Invoice information will be included with billing notice.

The attached invoice to the agreement is the format used by Contractor for its monthly billings to Xavier Charter School. Contractor will continue the details provided in the invoice for both routes and any activity trips provided to Xavier Charter School in compliance with Attachment A & B.

Activity Billing Recap

	Month, Year						Invoice #		XXXX
				Billing Classes		Cost			
				A. School Bus			Per Mile		
				B. Minimum Daily Rate			Base Fee		
Activity Recap									
Date	Name of Driver	Trip# Bus #	Origin P.O.#	Destination	Type of Activity	Total Miles	Reg. Hours	OT Hours	Total Charge
				Subtotal of Activities					



Always At Your Disposal!

fresh
M. W. F.
recycle
EOW W

PO Box 714
70 West Frontage Rd. N.
Jerome, ID 83338
Phone: (208) 324-5849
Fax: (208) 734-1004

LOCALLY OWNED AND OPERATED

PRICE & SERVICE GUARANTEE

New Account

Change

Renewal

Account Detail

Container Size: 1-6YD - 2 recycle carts

Frequency: 3x week E.O.W.

Special Instructions: Deliver 7-31-15
"make PSE out of enclosure, put out's Bell I. enclosure."

Schedule of Charges

Service Fees: \$ _____

City & State Fee: \$ _____

Other: \$ _____

Subtotal: \$ _____


Sales Tax: \$ _____

TOTAL: \$ 381.00

Yd off first month

Per Month

Per Service




95 Gallon Auto Cart



Compactor



Portable Restroom



Freestanding Wash Station




Business Waste/Recycling



2 4 6 8 Yards

Construction/Demolition 30 Yard



Customer Information

Account Name: Xavier Charter School

Service Address: 1218 N College Rd. W. TF

Billing Address: Same

Phone #: 734-3947

Name (Please Print): SHERYL LIU-PHILO

Title: BUSINESS MANAGER

Cell: _____

Email: sliu-phil@xaviercharter.org

Signature: Sheryl Liu-Philo

Date: 7/27/2015

Western Waste Services, Inc.

Consultant Name (Please Print): Joe Vignish

Consultant Title: Sales Manager

Cell: 208-941-7982

Email: _____

Signature: Joe Vignish

Date: 7-27-15

Price is guaranteed for a three (3) year term. By signing below, both parties understand and agree to the terms of this price and service guarantee in accordance with the terms and conditions specified on the reverse side of this form. Customer recognizes that Western Waste Services, Inc. has made a future investment in this business relationship by purchasing customized Equipment necessary to provide services to Customer. At the completion of this term, Customer grants Western Waste Services, Inc. the right to compete with any offer which Customer receives (or intends to make) relating to services rendered herein and agrees to give Western Waste Services, Inc. written notice of any such offer and a reasonable opportunity to respond to it.

OVERFLOWS, SPECIALS, AND EXTRA PICKUPS ALL CARRY AN ADDITIONAL CHARGE

WWW.GOWESTERNWASTE.COM

- 1. SERVICES:** Western Waste Services, Inc. (hereinafter referred to as "WWS") agrees to furnish the solid waste collection and disposal services and/or Equipment specified herein and Customer grants to WWS the exclusive right to collect and dispose of all the Customer's waste material (including all recyclables) specified herein and the Customer agrees to make payment as provided for herein and abide by the terms and conditions of this agreement.
- 2. TERM:** This term of this agreement is for three (3) years and shall be renewed for successive three (3) year periods without further action by the parties, but may be terminated at the end of any three (3) year period by either of the parties hereto by not less than sixty (60) days prior written notice sent by certified mail. At the completion of this term, Customer grants WWS the right to compete with any offer which Customer receives (or intends to make) relating to services rendered herein, and agrees to give WWS written notice of any such offer and a reasonable opportunity to respond to it. The Renewal Term shall become binding upon the parties without any further action by them unless the Customer has received materially inadequate service during the Initial Term which was not corrected within 90 days of notice being sent to WWS via certified mail.
- 3. CHARGES AND PAYMENT:** Customer shall pay WWS for its services in accordance with the schedule of charges shown on the face of this agreement on a monthly basis. Payment shall be made by the Customer to WWS within ten (10) days of the receipt of an invoice from WWS. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations upon the collection, transportation or disposal of Customer's waste materials or the services provided hereunder. An account is past due if it has not been paid within thirty (30) days from the invoice date. If an account is past due, WWS has the option to terminate this agreement or to temporarily suspend service until the account is brought current without terminating this agreement or other services affecting the remaining terms hereof. Customer agrees to pay interest at the rate of 18% per annum on all amounts past due.
- 4. RATE ADJUSTMENTS:** The monthly charge will be guaranteed for a period of three (3) years. Customer acknowledges that this guarantee does not apply to fuel, landfill costs, taxes, fees or other governmental charges in the event of and if for any reason fuel-costs or the landfill fees at any disposal site utilized in the performance of this agreement are increased or if additional taxes, fees or other governmental charges are imposed on the collection, transportation or disposal of the waste being collected hereunder, WWS may change the price(s) under this agreement. WWS shall document any such increases upon request by Customer.
- 5. CHANGES:** Changes in WWS charges, frequency of collection service, number, capacity and/or type of Equipment may be agreed to orally, in writing or by the actions and practices of the parties, unless notice of nonacceptance is given within sixty (60) days of any such change. Otherwise no amendment, modification or waiver of any provision of this agreement, and no consent by WWS to any departure therefrom by Customer, shall be effective unless such amendment, modification, or waiver shall be in writing and signed by each of the parties hereto.
- 6. WASTE MATERIAL:** The waste material to be collected and disposed by WWS pursuant to this agreement is solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, toxic or hazardous material. Customer shall solely and exclusively use WWS Equipment and service for the collection, removal and disposal of all its non-hazardous material, including all recyclable materials. The term "hazardous" material shall include, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act as amended, or applicable state law. WWS shall acquire title to the solid waste material when it is loaded into WWS trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless WWS from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above. Customer shall not place any waste that requires special handling in the Equipment, including but not limited to items such as tires, brush, demolition or construction waste, white goods and foam products.
- 7. EQUIPMENT:** All Equipment supplied by WWS shall remain the property of WWS (referred to herein as the "Equipment"). Customer shall have no right, title, or interest in the Equipment. Customer shall not make any alterations or improvements to the Equipment without prior written consent of WWS. Customer shall not overload the Equipment or use it for incineration purposes. Customer shall keep the Equipment free and clear of all levies, liens and encumbrances.
 - (A) LIABILITY:** Customer shall protect and care for all WWS' Equipment in its possession and control pursuant to the agreement (the "Equipment"), and shall be responsible for all damages to the Equipment beyond ordinary wear and tear. Customer also acknowledges that they have the care, custody and control of Equipment owned by WWS and accepts responsibility of the Equipment and its contents, except when it is being physically handled by WWS. THEREFORE, CUSTOMER EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS WWS FROM AND AGAINST ANY AND ALL CLAIMS FOR THE LOSS OF OR DAMAGE TO PROPERTY, OR INJURY TO OR DEATH OF PERSON OR PERSONS, RESULTING FROM AND ARISING IN ANY MATTER OUT OF THE CUSTOMERS USE, OPERATION, OR POSSESSION OF ANY EQUIPMENT FURNISHED UNDER THIS AGREEMENT.
 - (B) ACCESS:** On collection day, WWS shall have clear access to the Equipment. If the Equipment is blocked to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by WWS. However, WWS reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access. Customer shall immediately remove or cause to be removed from its premises any Equipment from any other waste collection provider (including recycling containers).
 - (C) MEANS OF ACCESS:** Customer covenants that WWS shall not be liable for any damages to any driveway, parking lot, nearby pavement, curbing or any other surface designated for use by Customer, for WWS to provide services and releases WWS in advance for any such damages. Customer warrants that any such right of way provided by Customer from Equipment location to the most convenient public right of way is sufficient to bear the weight of all WWS Equipment and WWS shall not be responsible for damage to any private pavement or accompanying subsurface of any reasonable access point necessary to perform the services herein contracted. WWS shall not be responsible for damage to any fences, barricades or other structures which enclose WWS containers unless such structures are built to WWS specifications.
- 8. FAILURE TO PERFORM:** In the event Customer breaches this agreement prior to the expiration of this term, Customer agrees to pay WWS as liquidated damages the amount equal to:
 - (A)** Customer's average monthly billings for the most recent six (6) full months, multiplied by the number of months remaining in the term.
 - (B)** If a Customer received less than six (6) full months of service, Customer's average monthly billings for all months serviced, multiplied by twelve (12).
 - (C)** If a Customer received less than one full month of service, the monthly standard charge or the billing projected by WWS (whichever appropriately applies to Customer for one month of service), multiplied by twelve (12).Customer recognizes that WWS has made a future investment in this business relationship by purchasing customized Equipment necessary to provide services to Customer. Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to WWS by the breach of this agreement and that the liquidated damages are not imposed as a penalty. In the event the Customer fails to perform its obligations hereunder, Customer agrees to pay, in addition to the amount due, any and all costs of collection incurred by WWS, including court costs, travel expenses, "out of pocket" expenses, expert fees and reasonable attorney fees. **LIMIT OF LIABILITY:** In no event shall the liability of WWS relating to this agreement exceed three hundred dollars (\$300.00).
- 9. LIMIT OF LIABILITY:** In no event shall the liability of WWS related to this agreement exceed three hundred dollars (\$300.00)
- 10. ASSIGNMENT/RELOCATION:** This agreement is a legally binding contract between WWS and Customer, their respective principals, successors in interest and assigns in accordance with the terms and conditions set out herein. If Customer moves its place of business to another location in WWS collection areas, WWS may elect to continue to provide service at the new location in accordance with this contract. The Customer hereby expressly consents to the assignment of this agreement by WWS to any successors, or purchasers of the whole or any parts of its business and expressly consents to be bound by all of the terms herein to any such successors or purchasers.
- 11. FORCE MAJEURE:** WWS shall not be liable for its failure to perform hereunder if performance is made impossible or impracticable due to any occurrence beyond its reasonable control, including but not limited to, labor shortages or strikes, riots, fires, accidents, governmental regulations or laws, natural disasters and acts of God.
- 12. VENUE:** Venue for any action relating to, arising out of or concerning this agreement shall solely and exclusively lie in Twin Falls County, Idaho. Customer acknowledges that this venue selection cause results in cost savings to the Customer in the term of highly competitive waste services.
- 13. PARTIAL IN VALIDITY:** In the event any provision or portion of this agreement shall be declared void and of no force and effect, the remaining portions of the agreement shall be binding and remain in full force and effect.
- 14. PRIOR AGREEMENTS:** This agreement constitutes the entire agreement between the parties and hereby supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties hereto. At the time this agreement is executed, the commencement date of this agreement shall be at the termination date of any preexisting service providers' agreement, without allowance of any renewals thereof.

Zeke Kelsey M.S., CCC-SLP

Speech-Language Therapy

STANDARD CONTRACT

SPEECH-LANGUAGE THERAPY SERVICES

Zeke Kelsey M.S., CCC-SLP

Address: 3231 Spring Creek Dr
Twin Falls, ID 83301

WORKMAN'S COMP POLICY#: _____ EXPIRATION: _____

PROFESSIONAL LIABILITY POLICY: 281575533

EXPIRATION: 01/17/18

This Contract is entered into by Zeke Kelsey M.S., CCC-SLP and the Xavier Charter School hereinafter referred to as the school starting November 27, 2017 and ending by June 15, 2018.

Zeke Kelsey M.S., CCC-SLP 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.
5. Submit a monthly billing statement that includes dates, hours and mileage for the services performed.

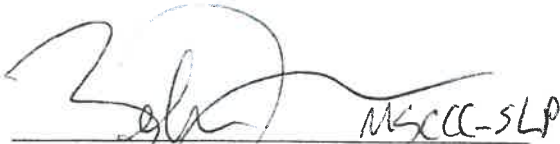
XAVIER CHARTER SCHOOL AGREES TO:

1. Provide an appropriate space conducive to therapy services.
2. Provide materials to perform the job duties.
3. The special education coordinator that the therapist reports to and takes direction from is Pamela Houston-Powell.
4. Provide compensation at the rate of \$70.00 per hour from clinic to return.
5. Provide compensation for round-trip mileage at \$0.535 per mile or the current rate established by the federal government.
6. Provide payment within 15 days of the receipt of the invoice from Zeke Kelsey M.S., CCC-SLP.

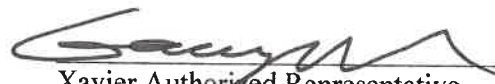
GENERAL TERMS AND CONDITIONS:

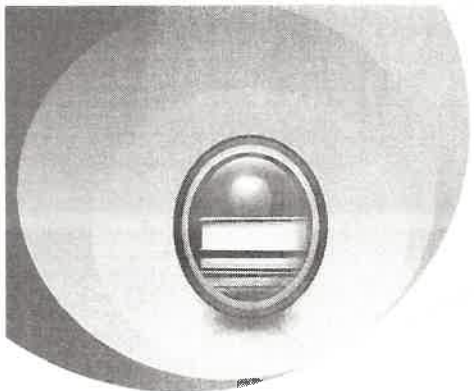
Either party may terminate this agreement with thirty (30) days written notice to the other party.

11/22/2017
Date


MSCCC-SLP
Zeke Kelsey M.S., CCC-SLP

11-27-17
Date


Xavier Authorized Representative



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 1st day of November 2017, by and between EdWise LLC and Xavier Charter School through June 15, 2018. The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

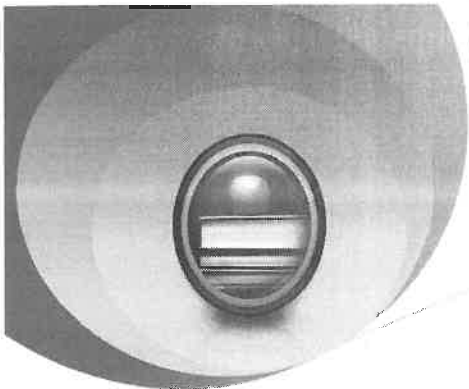
Article I: Scope of Services

- Special Education Administration and Medicaid Compliance; 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. Supervision of services billable by Medicaid including all required documentation, training, and reporting.
- Special education instruction; special education instruction for students on an IEP in the absence of regular special education instructor.
 - Discretionary services; Other services will be provided as needed (i.e., paraeducator training to meet Idaho Paraprofessional Standards, faculty inservice training, etc.).

Pamela Houston-Powell, Ed.D, 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 and Medicaid compliance, EdWise LLC will be the exclusive and sole provider of special education administration and consultative services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise.

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 at compensation of \$10,600 during the term of this contract, to be paid in 8 monthly installments of \$1,325, November, 2017 – June, 2018.



EdWise LLC

Educational Consultation & Services

910 Green Tree Way

Twin Falls, ID 83301

208.308.2410

edwisellc@aol.com

Wise Approaches Affording Educational Benefit

Article III: Payment for Services

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

Article IV: 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 V: Conditions / Limitations of Contract

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

11-18-17
Date



Owner, EdWise LLC

11/18/17
Date



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

**COMPLIANCE DIRECTOR
CONTRACTUAL AGREEMENT**

THIS AGREEMENT is entered into on this 1st day of September 2017, by and between Pamela Houston-Powell and Xavier Charter School for the 2017-2018 calendar school year. The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Scope of Services

- Special education and medicaid compliance; specialized educational program and processes consultation; directed by the Head of Schools or designee. Rate of pay for this position is \$300 per month to be paid to be paid at the first of each month beginning September 1, 2017 and ending June 1, 2018.
 - Pamela Houston-Powell, Ed. D, Idaho, will provide during the contract period special education and medicaid administrative compliance and consultative services as needed.
- Special education instruction; special education instruction for students on an IEP in the absence of regular special education instructor. Compensation is at a rate of \$97.00/day and all days must be approved by the Head of Schools.

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

10-17-17
Date



Pamela Houston-Powell

10/26/17
Date