

**ADDENDUM C**  
**TO THE**  
**SERVICE LEVEL AGREEMENT**  
**FOR**  
**ELECTRONIC TRANSACTION AND ACCESS**  
**FOR**  
**XAVIER CHARTER DISTRICT**

**AGREEMENTS**

1. Access by the Portal Manager. Xavier Charter School (District) authorizes the Portal Manager, to create an NIC Electronic Service (as defined in the Access Idaho Service Agreement) for the District, in accordance with this Agreement. Description of Service is as follows:

To the extent any Applications or services developed by the Portal Manager pursuant to this SLA are developed using its proprietary application development platform (the “**Application Engine**”), for purposes of this SLA and the Agreement, the Application Engine platform will be deemed to be an NIC Electronic Service under the terms of the Agreement. Applications and services created using the Application Engine pursuant to this SLA will be deemed to be Portal Software under the terms of the Agreement. Upon issuance of the license contemplated in the Section of the Agreement entitled “Intellectual Property Rights”, the Portal Manager shall deliver to the State, object files containing the then-current version of Application Engine (the “Application Engine Object Files”). Upon delivery of the Application Engine Object Files, the Portal Manager shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine platform for the sole purpose of operating, maintaining and modifying any Portal Software developed using the Application Engine platform pursuant to this SLA.

2. Record Supply Costs and Computer Programs. Portal Manager shall be responsible for costs and expenses in establishing electronic access to the records and providing record transactions to Users, including without limitation, the cost for purchasing or developing and maintaining all programs used to access the records. Computer programs used by the Portal Manager shall:

- a. Protect information from unauthorized access;
- b. Supply records to the District on a timely basis in an accurate, understandable and logical format acceptable to the District;
- c. Be tested by the Portal Manager and prototyped for District review and approval before it is offered to the public.

3. Use Messages. If required by the District, the Portal Manager shall cause the Portal to require Users to signify online that they will comply with any restriction on use of the records required by law, as amended from time to time. Such user agreement will be in the form of a use message displayed online, with a required positive response, all as captured in a log file, prior to the User being permitted to further search or view the record.

4. Payment and Collection.

a. Collection: The cost for each service posted to the application is set by the District. The Portal Manager will assess and collect a fee from the User for the services provided. Such fee shall be reasonably related to the value of the services provided by the Portal Manager. The District will not receive a bill from the Portal Manager for Credit Card Services or for E-Check services. The Portal Manager shall be entirely responsible for the assessment and collection of payments according to the following chart:

<u>Electronic Payment Method</u>	<u>Bank &amp; Portal Charges</u>
VISA, MasterCard, Discover & AMEX (Billed to user)	3% + \$1.00 per transaction
E-Check (Billed to user)	\$1.00 per transaction

b. Failed E-checks. 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.

c. Payment. Payments collected on behalf of the District for each billable service shall be made from the Portal via ACH transaction directly to a numbered account or accounts furnished by the District. In addition, a payment/deposit statement shall be available electronically as mutually agreed to the parties.

d. Payment Due Date. The Portal Manager shall remit payments to the appropriate District account within 24 hours of when funds are received by the Portal Manager.

5. 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.

6. Delivery of Services. In accordance with the Agreement, both parties will make every effort to meet the following deadlines:

<b>Milestones for Launch</b>	<b>Completion Date</b>
Internal Testing Complete, Application in Beta	TBD
<b>District E-Commerce Application</b>	<b>Billing System Attachment Date</b>
Application integration and launch	TBD

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

**Xavier Charter School**

By:  Date: 9-23-21  
Gary Moon, Head of Schools

**NIC Idaho (d.b.a. Access Idaho)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff T. Walker, General Manager

## 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 (the "Contractor"), whose address is 615 44th Street #9 Ste 102-223 Boise ID 83714

for janitorial services described on the **Request for Proposals dated May 21, 2021** (the Proposal) herein referred to as 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, 2021 and expire on June 30, 2022 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 **the Proposal** and other required submittal items are finalized and 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. INVOICING AND PAYMENT

5.1 Contractor submits invoice(s) monthly on the last working day of the month of service. 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. See more details regarding payment for each category of service in the **five bid sheets of the Proposal**.

5.2 Send invoice(s) to: Xavier Charter School, 1218 N College Road W., Twin Falls, ID 83301. Attention: Accounts Payable

Xavier has until the 10<sup>th</sup> of the following month to process payment(s). If the 10<sup>th</sup> falls on a weekend day, or on a day the school closes then the due date for payment(s) will be the last school day immediately preceding the 10<sup>th</sup>. 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 the **five bid sheets of the Proposal**, incorporated herein by reference.

#### 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/or workers compensation insurance in no less than \$500,000 (when applicable), 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."

The person and/or entity entering into the contract verified that they were not excluded or disqualified by performing any one of the following:

1. Checking the Excluded Parties List System (EPLS);\*
2. Collecting a certification from that person; or
3. Adding a clause or condition to the covered transaction with that person.

#### 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 Fifth District Court in and for the County of Twin Falls.

#### 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

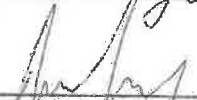
This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.


#### 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 May 21, 2021 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 binding on the date of last signature:

Contractor's Legal Name	
Class Act Inc.	
Print Name of Contractor's Authorized Representative	Title
Jared Young	President
Signature	Date
	7-1-2021

Print Name of Xavier Charter School's Representative	
Deborah Burr	
Title	
Board Chair	
Signature	Date
	7-15-21





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

May 2021

Request for Proposals for:

- 1) Summer Cleaning/Floor Waxing (July and August)
- 2) Day-time Cleaning
- 3) Night-time Cleaning
- 4) Summer Cleaning (June)
- 5) Waxing Floors during Christmas Break
- 6) Cleaning After an Event

Last Date to Submit Bids: 2:00 pm May 21<sup>st</sup>, 2021

Bid Opening Date: May 3<sup>rd</sup>, 2021

**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.

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## 1. Purpose

Xavier Charter School is requesting proposals for janitorial services covering July 1, 2021 through June 30, 2022.

Contact for this RFP and post award:

Brian Loosli / Angie Carter

Phone: 208-734-3947

Fax: 208-733-1348

Email: [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org) / [acarter@xaviercharter.org](mailto:acarter@xaviercharter.org)

## 2. Facilities Information

Xavier Charter School is a single building K-12 school district plus eight modular classrooms separated from the main building. The combined square footage is approximately 54,016 Sq. Ft.

## 3. Insurance AND background check requirements

Contractor is required to carry liability insurance in no less than one million dollars (\$1,000,000) and workers compensation insurance in no less than five hundred thousand (\$500,000). A background check is required for any of contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

## 4. Bid Submission

Enter your price on the "Bid Sheet" for each of the 5 service and all 5 bid sheets must be completed. Email your completed proposal package to [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org) / [acarter@xaviercharter.org](mailto:acarter@xaviercharter.org) by 2:00pm (MST) May 21<sup>st</sup> 2021 or to the address below if by postal mail:

Xavier Charter School  
Janitorial Service Proposal  
1218 N College Road W  
Twin Falls, ID 83301  
Attn: Brian Loosli

5. Refer to Exhibit A for list of items to be completed for submission.

6. Refer to Exhibit B for the service contract governing this RFP.

## 7. Bidder Information:

Company Name: Class Act Inc  
Company Address: 615 E 44th #9 Boise ID  
Name of Person Submitting the Bids: Jared Young  
Title of Person Submitting the Bids: President  
Signature of Bidder: [Signature]  
Telephone #: 208 861 4355  
Email Address: jaredcaja@gmail.com

## **Bid Sheet for Summer Services (July 1-August 20th)**

**Summer Services Bid Price:** \$ 5490.00 (2745.x2)

See Summer Scope of Service next page.

**Payment** for Summer Services will be in **2 equal payments** computed by dividing the Bid Price above by 2. Contractor should send invoice on the last business day of the month of service and not before. The first payment for Summer Service will be disbursed by August 10<sup>th</sup>, 2021 and last payment by September 10, 2021.

**Background check** is required for any of the contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

## Scope of Services for Summer Months

SUMMER DUTIES: July 1, 2021–Aug. 20th, 2021			
<b>REGULAR SUMMER DUTIES:</b>	<b>Every Other Day</b>	<b>Weekly</b>	<b>Monthly</b>
Clean ALL Bathrooms including Bathrooms in the modular buildings		X	
Vacuum All Admin Offices	X		
Empty garbage in Admin offices	X		
Check halls for full garbage cans	X		
Clean, vacuum, sweep mop workroom & faculty lounge		X	
Vacuum ALL baseboards			X
Dust horizontal surfaces & high reach areas: vents, grills			X
Dust & wipe blinds			X
Sweep outside entrance	X		
Sweep and hose outside entrance			X
<b>One-Time Summer Duties that must be completed by Aug 1<sup>st</sup></b>			
<b>CLASSROOM/HALLWAYS Duties</b>			
Wash Walls			
Shampoo all Carpets in classrooms and hallways			
<b>STRIPPING &amp; WAXING FLOORS</b> (approx 16,000 sqft)			
<b>Floors to be Stripped &amp; Waxed</b> (contractor is responsible for moving furniture)			
1) GYM & DRESSING ROOM			
2) KITCHEN & FOOD STORAGE ROOM NEXT TO THE KITCHEN			
3) ENTRY/LOBBY			
4) LIBRARY			
5) HALLWAY (from room #115 to the gym including all 3 water fountain areas)			
6) Sixteen STUDENT BATHROOMS (including all bathrooms in the modular buildings)			
7) THE EMPLOYEE LOUNGE			
8) TWO EMPLOYEE BATHROOMS			
9) SCIENCE LAB & CLASSROOM			
10) ELEMENTARY ART ROOM (in modular building)			
11) SECONDARY ART ROOM (Contractor must coordinate with Mr. Hicks in advance to make sure his room is ready)			
<b>GENERAL Duties</b>			
Clean ALL windows inside & outside			
Shampoo Hallway Carpets			
Interior Hallway Walls to be wiped down and cleaned			
Dust & wipe lockers inside & out			
Wash inside & outside of all garbage cans			
<b>DRESSING ROOM Duties</b>			
Wash Walls			

## Bid Sheet for Daytime Service

**Daytime Service Bid Price:** \$ 26595.00 (2955.00 x 9)

See Daytime Scope of Service next page.

**Payment** for Daytime Service will be in **9 equal payments** computed by dividing the Bid Price above by 9. Contractor should send invoice on the last business day of the month of service and not before. The first payment for Daytime Service will be made by October 10, 2021 and last payment by June 10, 2022.

**Background check** is required for any of the contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

Contractor must send a **substitute** if the regular daytime custodian is unable to come to work.

## Scope of Service for Daytime

DAYTIME CUSTODIAN DUTIES: August 23 <sup>rd</sup> , 2021–June 3, 2022		
ENTRANCES/LOBBY/LIBRARY	DAILY	WEEKLY
Keep all entry doors & windows clean	X	
Sweep entry rug & sidewalks to remove debris	X	
Empty trash containers; replace can liners and wipe clean as needed	X	
Clean and disinfect tables/desks/benches/shelves etc.	X	
Remove cobwebs, detail dust corners, edges, and high areas		X
RESTROOMS		
Check & restock toilet paper, hand soap, and other supplies as needed	X	
Dust flat and vertical surfaces		X
Remove litter as needed	X	
OTHER DUTIES		
Arrives to school at 7:30am	X	
Unlock front doors @ 7:40am / Lock front doors at 3:30pm	X	
Unlock gym doors @ 7:40am / Lock gym doors @ 8:00am	X	
Order Supplies		X
Clean & Organize janitorial supply room – wash out tub	X	
Sweep & mop the Entry/lobby, vacuum halls & clean student bathrooms before going home for event days such as "parent teacher conference." See attached Event Calendar	X	
Fill and Deliver VIREX disinfectant to all Xavier classrooms		
HALLWAYS		
Spot clean corridor walls and tops of lockers, display cases, etc.	X	
Dust flat or vertical surfaces		X
LOCKER ROOM/DRESSING ROOM		
Remove litter	X	
Empty trash & replace liner	X	
Wipe walls		X
GYM/LUNCH ROOM		
Empty trash and replace liners	X	
Clean up after breakfast & lunch-wipe tables & sweep floor	X	
Put tables down for lunch, clean tables & put up after lunch	X	
Clean & Scrub floor using the floor scrubber machine/Clean & maintain scrubber	X	
GENERAL PROCEDURES		
Check & review communications log book & complete requested items	X	
Report any maintenance items or security issues immediately & record in log book	X	
Continually check all restrooms, hallways, library, lobby & gym for cleanliness	X	
Be available to staff for special situations	X	

**DAY TIME CUSTODIAN FOLLOWS THE SCHOOL CALENDAR**

**A FULL TIME CUSTODIAN MUST BE AVAILABLE AND ON-SITE EVERY WORKDAY BETWEEN AUGUST 30th AND June 1<sup>st</sup> WHEN STUDENTS ARE IN SCHOOL WITH THE EXCEPTION OF WEEKENDS AND HOLIDAYS.**

## Bid Sheet for Nighttime Service

**Nighttime Service Bid Price:** \$ 34828.20 (3869.80 x 9)

See Nighttime Scope of Service next page.

**Payment** for Nighttime Service will be in **9 equal payments** computed by dividing the Bid Price above by 9. Contractor should send invoice on the last business day of the month of service and not before. The first payment for Nighttime Service will be made by October 10, 2021 and last payment by June 10, 2022.

**Background check** is required for any of the contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.



## Scope of Service for Nighttime

NIGHTTIME CUSTODIAN DUTIES: August 23 <sup>rd</sup> , 2021–June 3, 2022		
ENTRANCES/LOBBY/LIBRARY	DAILY	WEEKLY
Clean all entrance doors & entrance glass	X	
Vacuum all mats in entryways	X	
Empty trash containers; replace can liners	X	
Wipe clean tables/desks/benches/shelves etc.	X	
Autoscrub hard floor surfaces	X	
Remove cobwebs, dust corners, edges & high areas		X
Entrance – sweep outside mats & clean garbage cans	X	
Remove large pieces of litter	X	
Sweep, mop & vacuum floors – use floor scrubber machine on tile floors	X	
ALL RESTROOMS		
Check & restock toilet paper, hand soap, and other supplies as needed	X	
Empty trash, replace liners & remove garbage to designated areas	X	
Disinfect door handles, partition handles, dispensers & light switches	X	
Sweep & wet mop/disinfect tile floor surfaces – use floor scrubber machine	X	
Clean & sanitize restroom fixtures including toilet bowls, toilet seats, urinals & sinks	X	
Clean & polish mirrors, glass & chrome. Wipe all partition walls	X	
Check, remove & clean sani napkin dispenser	X	
Dust flat and vertical surfaces weekly as needed		X
Remove litter	X	
Dust high door frames, mirrors & air vents		X (MONTHLY)
Add Mineral Oil to Pee Traps in all bathroom floor drains		Every Other Month
CLASSROOMS		
Empty trash containers; replace can liners	X	
Dust mop hard floor surfaces/vacuum carpets & main traffic areas	X	
Dust/Wipe window sills & other vertical surfaces		X
Dust horizontal surfaces & high reach areas including vents & grills		X
Check & refill soap & paper dispensers	X	
Clean sinks	X	
Disinfect door handles	X	
Clean baseboards, edges & corners	X	
Wipe the inside & outside of GLASS PANEL next to the door in all applicable rooms	X	
Sweep and Mop the Gym Stage Floor	X	
Sweep and Mop the Dance Room #116	X	
HALLWAYS		
Vacuum carpeted areas including edges, corners and baseboards	X	
Spot clean corridor walls & tops of lockers, display cases, etc.	X	
Clean & disinfect drinking fountains	X	
Empty trashcans, & replace liners	X	
Dust flat & vertical surfaces		X
LOCKER ROOM/DRESSING ROOM		
Remove litter	X	
Empty trash & replace liner	X	
Wipe walls	X	
Sweep & Mop	X	

<b>GYM/LUNCH ROOM</b>		
Empty trash and replace liners	X	
Clean & scrub floor using the floor scrubber machine	X	
Put tables down at night for breakfast	X	
Clean mops, floor scrubber machine, vacuums and remove all trash in the janitorial supply room so they are ready and operational for morning use	X	
Sweep and Mop the Stage	X	
<b>GENERAL PROCEDURES</b>		
Check & review communications log book & complete requested items	X	
Report any maintenance items or security issues immediately & record in log book	X	
Insure all doors or security systems are properly set	X	
Remove any debris around the building	X	
Complete a Monthly Inspection on all Fire Extinguishers in the facility		X (MONTHLY)
<b>ADMIN OFFICES/TEACHERS LOUNGE/SICK ROOM/WORK ROOM</b>		
Vacuum & mop floors	X	
Empty trash & replace liners	X	
All Bathrooms - disinfect toilets, sinks, clean mirrors, sweep & mop floors	X	
Disinfect Teacher Lounge - clean counters, sink, microwave, table	X	
Check paper towels, soap & toilet paper	X	
Clean window blinds & window sills		X
Clean office windows		X

CLEANING MUST BE DONE EVERY DAY DURING THE SCHOOL YEAR (EXCEPT FOR SAT, SUNDAY, AND HOLIDAYS).

## **Bid Sheet for Summer Services (Month of June)**

**Summer Services Bid Price: \$** 985.<sup>00</sup>

See Summer Scope of Service next page.

**Payment** for Summer Services will be in **1 payment**. Contractor should send invoice on the last business day of the month of service and not before. The first payment for Summer Service will be disbursed by July 10, 2021.

**Background check** is required for any of the contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

## Scope of Services for Summer (June)

SUMMER DUTIES: June 6 <sup>th</sup> -June 30 <sup>th</sup>			
REGULAR SUMMER DUTIES:	Every Other Day	Weekly	Monthly
Clean ALL Bathrooms including those in the Modular Buildings		X	
Vacuum All Admin Offices	X		
Empty garbage in Admin offices	X		
Check halls for full garbage cans	X		
Clean, vacuum, sweep mop workroom & faculty lounge		X	
Vacuum ALL baseboards			X
Dust horizontal surfaces & high reach areas, vents, grills			X
Dust & wipe blinds			X
Sweep outside entrance	X		
Sweep and hose outside entrance			X

## **Bid Sheet for Cleanup After an Event**

**Bid Price Per Event:** \$ 145.00

The school occasionally hosts events such as Parent-Teacher conferences, dances and performances. Cleanup service will be needed after the event occurred. Your bid price per event is for cleaning up afterwards and the after-event-cleanup service is described in the Scope of Service for Events.

See Scope of Service for Events next page.

The frequency of payment for after events cleanup depends on when events happen. Contractor should send invoice on the last business day of the month for service for after-event-cleanup during the month. Payment for this service will be made by the 10<sup>th</sup> of the following month.

Background check is required for any of the contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

EVENTS: Cleaning After an Event (Parent-Teacher Conferences & Dances, Etc.)	
<b>Duties After an Event:</b>	<b>Check Areas to Be Cleaned</b>
Clean ALL Bathrooms utilized during the event	X
Empty garbage cans inside & outside utilized during the event	X
Vacuum and/or sweep & mop used areas	X
All duties above must be done before the start of the following school day	
See Attached Event Calendar	

## **Bid Sheet for Waxing Floors during Christmas Break**

**Waxing Floors over Christmas Break Bid Price: \$ 1965.00**

See Scope of Service for Christmas Break next page.

A one-time payment will be made for the bid amount above. Contractor should send invoice on the last business day of the month of service and not before. Payment for this service will be made by January 10, 2022.

Background check is required for any of the contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

### Scope of Service for Christmas Break

Stripping & Waxing Floors during CHRISTMAS BREAK (contractor is responsible for moving furniture)	Check Areas to Be Cleaned
1) ENTRY/LOBBY	X
2) LIBRARY	X
3) HALLWAY: Room #115 to the Gym including ALL 3 water fountain areas	X



**Janitorial Duties Addendum (2021-2022 School Year/School  
Closure Pricing Agreement/CDC Cleaning Requirements for  
COVID 19 Crisis)**

Contractor:

In the event that our school closes for an extended period of time during the 2020-2021 school year due to a government mandated shutdown Xavier Charter School will seek a reduction in cleaning and thus a reduction in the monthly cost of service. Expectations for cleaning during a shutdown correspond with the duties/requirements of the summer checklist in the month of June. Please provide an approximate cost for the reduced cleaning service rate during an extended school closure. It should also be noted that all cleaning/disinfection of the facility must adhere to the requirements of the CDC and South-Central District Health of Twin Falls. CDC cleaning guidelines have been attached.

**Monthly Price for Extended School Closure:**

1395.00

**Contractor Signature:**



**References (must provide at least 3)**

**Reference Name:** Idaho Transportation Dept/ Kathy Stabb  
**Address:** Several locations  
**Telephone #:** 2087994264  
**Email:** kathy.stabb@itd.idaho.gov  
**Relationship:** Client

**Reference Name:** Jerome Country Club/ Pauline  
**Address:** 649 Golf Course Rd Jerome  
**Telephone #:** 2083080160  
**Email:** info@jeromecountryclub.com  
**Relationship:** Client

**Reference Name:** Xavier Charter School/ Brian Loosli  
**Address:** 1218 N. College Rd W Twin Falls  
**Telephone #:** 2087343947  
**Email:** bloosli@xaviercharter.org  
**Relationship:** Client



# CERTIFICATE OF ASSUMED BUSINESS NAME

Pursuant to Section 53-504, Idaho Code, the undersigned submits for filing a certificate of Assumed Business Name.

Please type or print legibly.

Instructions are included on back of application.

**FILED EFFECTIVE**

2013 MAY -7 PM 3:07

SECRETARY OF STATE  
STATE OF IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Class Act

ID# 494880

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name:

Name

Complete Address

Class Act, a Corporation  
(C197855)

615 E 44th St. #9  
Boise ID 83714

3. The general type of business transacted under the assumed business name is:

- |  |  |
|--|--|
| <input type="checkbox"/> Retail Trade                        | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade                     | <input type="checkbox"/> Construction                        |
| <input checked="" type="checkbox"/> Services                 | <input type="checkbox"/> Agriculture                         |
| <input type="checkbox"/> Manufacturing                       | <input type="checkbox"/> Mining                              |
| <input type="checkbox"/> Finance, Insurance, and Real Estate |  |

4. The name and address to which future correspondence should be addressed:

Same

5. Name and address for this acknowledgment copy is (if other than # 4 above):

Class Act

615 E 44th St #9

Boise, ID 83714

Signature: [Signature]

Printed Name: Jared Young

Capacity/Title: President

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Capacity/Title: \_\_\_\_\_

Submit Certificate of  
Assumed Business  
Name and **\$25.00** fee to:

Secretary of State  
450 North 4th Street  
PO Box 83720  
Boise ID 83720-0080  
208 334-2301

Secretary of State use only

IDAHO SECRETARY OF STATE  
05/07/2013 05:00  
CK: 1000 CT: 262400 BH: 1372485  
1 @ 25.00 = 25.00 ASSUM NAME # 3

D163096



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ricketts & Associates 13177 Persimmon Lane Boise ID 83713	CONTACT NAME: Jeff Morris PHONE (A/C, No, Ext): 208-322-5525 E-MAIL: jeffm@rickettsinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: OWNERS INS CO INSURER B: OHIO SECURITY INS CO INSURER C: Western Surety Company INSURER D: INSURER E: INSURER F:
INSURED Class Act Inc 13601 W McMillan Rd Boise ID 83713-2025	NAIC # 32700 24082

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 01/01/2012

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		57457933	10/09/2019	10/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS58331592	10/10/2019	10/10/2021	EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					PER STATUTE <input checked="" type="checkbox"/> <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XWS58331592	08/23/2020	08/23/2021	
C	Janitorial Dishonesty Bond		65066073	05/07/2020	05/07/2023	Dishonesty Bond \$ 5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per contract, State of Idaho, Idaho Department of Fish &amp; Game are added as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Morris

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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Class Act

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

615 44th street #9

6 City, state, and ZIP code

Boise, ID 83714

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 0 - 0 9 6 4 3 2 8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

5/15/19

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# Xavier Charter School

## 2021-2022 Academic Calendar

Approved: 3/18/2021

### August 2021

Sun	Mo	Tue	We	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### September 2021

Sun	Mon	Tue	We	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### October 2021

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### November 2021

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### December 2021

Sun	Mon	Tue	We	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### January 2022

Sun	Mo	Tue	We	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### February 2022

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### March 2022

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### April 2022

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May/June 2022

Sun	Mo	Tue	We	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1			

Aug. 16-26 No School—Teacher Inservice  
 Aug. 30 First Day of School  
 Sep. 3 No School—Teacher Inservice  
 Sep. 6 No School—Labor Day  
 Oct. 1 No School—Teacher Inservice  
 Oct. 22 End of Quarter 1  
 Oct. 27 PTC 3:30—6:00  
 Oct. 28 Early Release @ 1pm  
 PTC 1:30-3:30  
 Kindergarten No School  
 Oct. 29 No School  
 Nov. 5 No School—Professional Dev.  
 Nov. 22-26 No School, Fall Break  
 Dec. 20-31 No School, Winter Break  
 Jan. 20 Early Release @ 1pm  
 Kindergarten No School  
 End of Semester 1

Jan. 21 No School—Teacher Inservice  
 Feb. 21 No School—President's Day  
 Mar. 11 End of 3rd Quarter  
 Mar. 16 PTC 3:30—6:00  
 Mar. 17 Early Release @ 1pm  
 PTC 1:30-3:30  
 Kindergarten No School  
 Mar. 18 No School  
 Mar. 21-25 No School, Spring Break  
 Apr. 8 No School—Professional Dev.  
 Apr. 13 SAT Day, K-10th No School  
 May 25 Last Day for Seniors  
 May 30 No School—Memorial Day  
 May 31 Last Day for Kindergarten  
 Jun. 1 Last Day for 1st-11th  
 Early Release @ 12pm

  First/Last Day of School

  No School

Partial Day or Special Event

Monday Release at 2 p.m.

## Exhibit A

### Items to be Completed for Submission

The following items must be included in your submission package:

- ✓ 1. This RFP document (from the cover page through page 14, Exhibit A) and with the following pages completed page 1, 2, 4, 7, 9, 11, 13 , 14
- ✓ 2. Proof of a registered Idaho business (e.g. a valid Idaho Employer ID number). Click on the following link for how to register your business with the Idaho Secretary of State's office: <https://idahobizhelp.idaho.gov/BusinessEssentials/Licenses.aspx>
- ✓ 3. Certificate of liability insurance naming Xavier Charter School as certificate holder.
- ✓ 4. Certificate of Workers Compensation insurance (when applicable) naming Xavier Charter School as certificate holder.
- ✓ 5. A completed W-9 Form (Request for Taxpayer Identification Number and Certification Form)

# 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 #: **0281575533** EXPIRATION: **1/17/2022**

PROFESSIONAL LIABILITY #: **660688** EXPIRATION: **12/8/2021**

This contract is entered into by Zeke Kelsey M.S., CCC-SLP and the Xavier Charter School hereinafter referred to as the school starting August 30, 2021 and ending by June 1, 2022.

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 \$75.00 per hour from clinic to return.



5. Provide compensation for round-trip mileage at \$.0535 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.

#### **INVOICING AND PAYMENT**

1. Contractor should submit invoice monthly after completing the last day of service for the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor withing five (5) business days. Xavier will process payments of any amounts not in dispute
2. Mail invoice(s) to:

Xavier Charter School  
1218 N College Road W  
Twin Falls, ID 83301  
Attention: Accounts Payable

3. Xavier Charter School pays for services rendered once a month. Payment for services will be made by the 10<sup>th</sup> of the following month. For example, contractor completes last day of service on July 31 and submits invoice the same day. Payment will be made by August 10<sup>th</sup>. If the 10<sup>th</sup> falls on a weekend day, or on a day the school is closed then the due date for payment(s) will be the last school day immediately preceding the 10<sup>th</sup>. Payment by Xavier and its obligations under this Agreement is conditioned upon and subject to the continued availability of state funds.

#### **BACKGROUND CHECK REQUIREMENT**

Background check is required for contractor and any of contractor's employee(s) that work on site at Xavier Charter School including substitute workers. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

8-25-21  
Date

  
Zeke Kelsey M.S., CCC-SLP

8-25-21  
Date

  
Xavier Authorized Representative



**Speech-Language Therapy Services**  
**CONTRACT AMENDMENT**  
**For**  
**School Year: 2021-2022**

It is proposed that the compensation rate of \$70.00 per hour be increased to \$75.00 per hour for the calendar year 2021-2022.

A handwritten signature in black ink, appearing to be "Zeke Kelsey", written over a horizontal line.

Zeke Kelsey M.S., CCC-SLP

A handwritten signature in blue ink, appearing to be "Xavier", written over a horizontal line.

Xavier Authorized Representative

5-25-21

Date

5-25-21

Date

## Service Provider Contract

This Agreement is entered into by and between Xavier Charter School and ConqueringSelf, LLC.

### TERMS OF AGREEMENT

The period of this agreement will commence on 09/13/2021 and remain in effect until 06/02/2022.

### RELATIONSHIP OF PARTIES

In performing services under this Agreement, ConqueringSelf, LLC is and shall always 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:

- ☒ Behavioral Intervention (BI); CBRS Services
- ☒ Behavioral Intervention Paraprofessional (BI Para)
- ☒ Behavioral Consultation (BC)

### RECORD KEEPING

ConqueringSelf, LLC 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

ConqueringSelf, LLC 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 the participant or the parent/legal guardian(s).

### REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

**ConqueringSelf, LLC** 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**

**ConqueringSelf, LLC** shall perform services in Agreement at **Xavier Charter School** or other agreed location each scheduled day of services during the school year. **Xavier Charter School** will notify **ConqueringSelf, LLC** of absences or of cancelled school days in as timely of a manner as possible.

## **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 **ConqueringSelf, LLC** is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and parent/guardian.
4. Reasonable assistance in facilitating communication between **ConqueringSelf, LLC**, 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 **ConqueringSelf, LLC** for the services in this Agreement at the following rates:

Service	Rate
Behavioral Intervention (BI) Paraprofessional	\$5.50 per billable unit (15 minutes)
Behavioral Intervention (BI) Specialist	\$9.68 per billable unit (15 minutes)
Behavioral Intervention (BI) Professional	\$13.35 per billable unit (15 minutes)
CBRS Intervention and Behavioral Consultation	\$10.22 per billable unit (15 minutes)
Non-Billable Student CBRS/BI Specialist	\$9.20 per billable unit (15 minutes)

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

## **AMENDMENT**

Any and all amendments to this agreement must be made in writing with consent of both parties.

## **NON-DISCRIMINATION**

ConqueringSelf, LLC and Xavier Charter School agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex/gender, age, or disability.

## **INSURANCE AND LIABILITY**

ConqueringSelf, LLC 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 and ordinances of the State of Idaho. ConqueringSelf, LLC 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 of terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed by both parties in writing.

## ASSIGNMENT

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

## COMPLETE STATEMENT OF TERMS

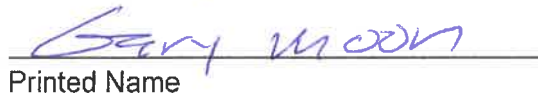
This Agreement represents an entire agreement between the parties and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by agreement in writing by authorized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

Signed

Dated

  
Xavier Charter School Representative

9-16-21

  
Printed Name

Signed

Date

\_\_\_\_\_  
ConqueringSelf, LLC Representative

\_\_\_\_\_  
Printed Name

## Service Provider Contract

This Agreement is entered into by and between Xavier Charter School and ConqueringSelf, LLC.

### TERMS OF AGREEMENT

The period of this agreement will commence on 09/13/2021 and remain in effect until 06/02/2022.

### RELATIONSHIP OF PARTIES

In performing services under this Agreement, ConqueringSelf, LLC is and shall always 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:

- ☒ Behavioral Intervention (BI); CBRS Services
- ☒ Behavioral Intervention Paraprofessional (BI Para)
- ☒ Behavioral Consultation (BC)

### RECORD KEEPING

ConqueringSelf, LLC 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

ConqueringSelf, LLC 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 the participant or the parent/legal guardian(s).

### REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

**ConqueringSelf, LLC** 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**

**ConqueringSelf, LLC** shall perform services in Agreement at **Xavier Charter School** or other agreed location each scheduled day of services during the school year. **Xavier Charter School** will notify **ConqueringSelf, LLC** of absences or of cancelled school days in as timely of a manner as possible.

## **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 **ConqueringSelf, LLC** is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and parent/guardian.
4. Reasonable assistance in facilitating communication between **ConqueringSelf, LLC**, 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 **ConqueringSelf, LLC** for the services in this Agreement at the following rates:

Service	Rate
Behavioral Intervention (BI) Paraprofessional	\$5.50 per billable unit (15 minutes)
Behavioral Intervention (BI) Specialist	\$9.68 per billable unit (15 minutes)
Behavioral Intervention (BI) Professional	\$13.35 per billable unit (15 minutes)
CBRS Intervention and Behavioral Consultation	\$10.22 per billable unit (15 minutes)
Non-Billable Student CBRS/BI Specialist	\$9.20 per billable unit (15 minutes)



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

## **AMENDMENT**

Any and all amendments to this agreement must be made in writing with consent of both parties.

## **NON-DISCRIMINATION**

ConqueringSelf, LLC and Xavier Charter School agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex/gender, age, or disability.

## **INSURANCE AND LIABILITY**

ConqueringSelf, LLC 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 and ordinances of the State of Idaho. ConqueringSelf, LLC 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 of terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed by both parties in writing.

## ASSIGNMENT


This Agreement shall not be subject to assignment in whole or in part to any other parties than ConqueringSelf, LLC, 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

Dated


 9-16-21  
Xavier Charter School Representative

  
Printed Name

Signed

Date

 9-22-21  
ConqueringSelf, LLC Representative

  
Printed Name

**Psychological Services Contract  
Xavier Charter School  
2021-2022**

Southern Idaho School Psychology [SISP], David Standley, Ph.D., Owner, P.O. Box 2775, Sun Valley, Idaho 83353; tel #: 831-521-9899; <[sipc1@me.com](mailto:sipc1@me.com)> agrees to provide school psychological services to Xavier Charter School of Twin Falls, Idaho during the school year of September 1, 2021 to May 31, 2022.

**Articles of Contract:**

Fee for psychological services: \$ 65 per hour.

Invoices for provided services shall be submitted at the end of each month.

Practitioner will submit background check documents to Xavier Charter.

David Standley Ph.D.

David Standley, Ph.D.  
Southern Idaho School Psychology

9-1-21

Date

[Signature]

Authorized Signature  
Xavier Charter School

10-10-21  
Date

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

*Wise Approaches to Effective Education*

## **Contractual Agreement**

**THIS AGREEMENT** is entered into on the 30<sup>th</sup> day of August 2021, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from July 1, 2021 through June 30, 2022. The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

### **Article I: Scope of Services**

- EdWise LLC will provide directorship of the special education program, including oversight of all due process procedures related to the Individuals with Disabilities Education Act (IDEA).
- EdWise LLC will provide coordination of the 504 program, including oversight of all due process procedures related to Section 504 of the Rehabilitation Act. Case-management of K-12 students referred for and/or receiving classroom accommodations via a 504 plan is also included.
- On-site direct services will be provided two eight-hour days per week.
- EdWise LLC will be the exclusive and sole provider of school special education directorship and 504 coordination services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise. The scope of special education directorship and 504 coordination services are described as follows and will be provided with authorization by the Head of Schools and Xavier Board of Trustees:
  - *Special Education Directorship (provided by Dr. Pamela Houston-Powell):*
    - Facilitate IDEA and 504 compliance procedures of all Idaho State Department of Education requirements, and
    - Participate with faculty and parents in discussing concerns about academic, communication, health, motor, emotional, social, and/or behavioral problems, and
    - Provide oversight of evaluation procedures per recommendations through the evaluation team process, and
    - Assist the evaluation team in determining eligibility for special education services or 504 accommodations, and
    - Assist in facilitating the development and implementation of IEPs for students in grades K-12, and
    - Facilitate the development and implementation of 504 plans for students in grades K-12

- Transfer all IDEA due process documentation from the current SEAS program to the new EdPlan program.
- *Discretionary Services* will be provided as requested and may be negotiated as an additional stipend. These services may include, but are not limited to:
  - Paraeducator training necessary for paraeducators to meet the Idaho Paraprofessional Standards
  - Faculty professional development
  - Mandt training

**Credentials: Pamela Houston-Powell, Ed.D.**

- Idaho certified Special Education Director, Principal, Superintendent, Teacher Leader, K-12 Special Education Teacher, K-8 Elementary Education Teacher
- Facilitator and Mediator, Idaho State Department of Education
- Owner, EdWise LLC

**Article II: Schedule and Fee for Services**

All services shall be regularly provided to Xavier Charter School as requested by the Head of Schools and/or the Board of Trustees at compensation rates described as follows:

- \$25,140 yearly rate to be paid over an 12-month period (July 1, 2021 to June 30, 2022) at a monthly rate of \$2095

**Article III: Payment for Services**

EdWise LLC shall provide a monthly invoice to Xavier Charter School #462 by the last day of each month from August 1, 2021 to June 30, 2020. 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: Documentations**

EdWise LLC agrees to maintain all appropriate documentation for independent contracted services and will provide copies of such documentation as requested by Xavier Charter School. Documentation includes licensure and/or certification of professional liability insurance as well as workman's compensation information.

**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 30-day written notice. Both parties have the right to discuss this option prior to submission of written notice.



---

Head of Schools, Board Member or Designee  
Xavier Charter School #462

9-16-21

Date

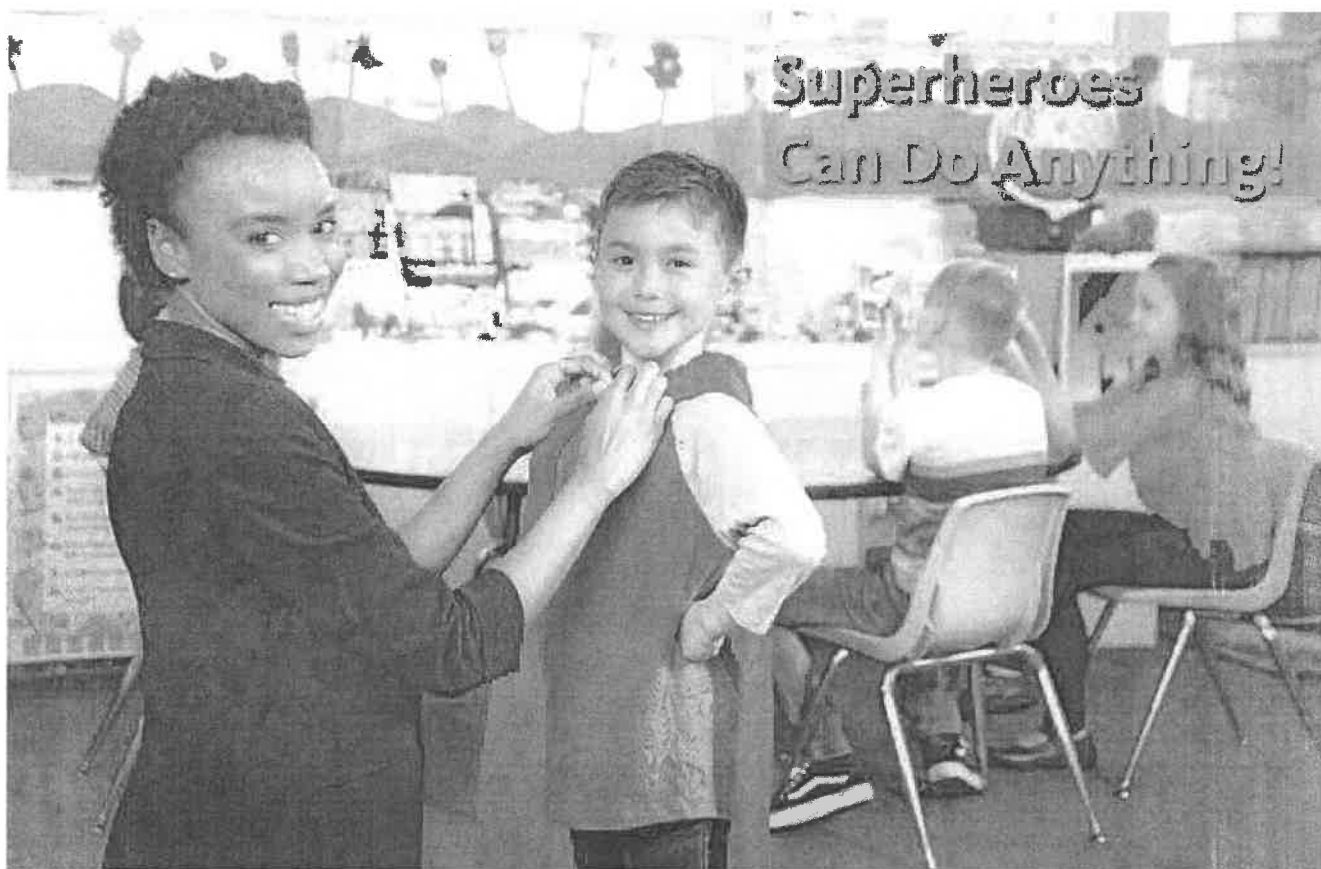


---

Dr. Pamela Houston-Powell, Owner  
EdWise LLC

9/16/21

Date



**Superheroes  
Can Do Anything!**



**Every Student Deserves to Feel Powerful!**

*Discover hidden strengths with dynamic intervention and instruction.*

**Quote Q-36498-1**

Prepared For:

Xavier Charter School  
771 North College Rd  
Gooding, ID  
83330

Your Istation Partner:

Sam Rangel  
Inside Sales Manager  
[srangel@istation.com](mailto:srangel@istation.com)



BBB Rating: A+



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: [orders@istation.com](mailto:orders@istation.com)

**Quote:** Q-36498-1  
**Prepared For:** Xavier Charter School  
**Expires On:** 12/31/2021

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Istation Reading and Math Bundle  
Year 1 (11/1/21 - 10/31/22) \$18,416.93  
Year 2 (11/1/22 - 10/31/23) \$18,416.93  
Year 3 (11/1/23 - 10/31/24) \$9,208.46

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Reading and Math Bundle	11/1/2021	36	10/31/2024	Xavier Charter School	\$46,042.32
Istation Reading and Math Bundle TOTAL:						\$46,042.32

<b>SUBTOTAL:</b> \$46,042.32
<b>TAX (if applicable):</b>
<b>CUSTOMER TOTAL:</b> \$46,042.32

PRICE
\$46,042.32
\$46,042.32

QTY
1
1

PRODUCT
Istation Reading and Math Bundle
Istation Reading and Math Bundle

START DATE
11/1/2021
11/1/2021

MONTHS
36
36

END DATE
10/31/2024
10/31/2024





8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: [orders@istation.com](mailto:orders@istation.com)

**Quote:** Q-36498-1  
**Prepared For:** Xavier Charter School  
**Expires On:** 12/31/2021

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Subscription Start Date: 11/1/2021      Subscription Term: 36      Subscription End Date: 10/31/2024

Please email or fax the following items to 214-291-5534 or [orders@istation.com](mailto:orders@istation.com). Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

**Istation**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Xavier Charter School**

Signature: \_\_\_\_\_  
Printed Name: Gary Meon  
Title: Head of School  
Dated: 9-14-21  
PO # (if available): \_\_\_\_\_

To ensure timely fulfillment, please provide the requested contact information below:

**Primary Implementation Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Accounts Payable / Billing Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**District Technology Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**District Data Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: [orders@istation.com](mailto:orders@istation.com)

**Quote:** Q-36498-1  
**Prepared For:** Xavier Charter School  
**Expires On:** 12/31/2021

## **TERMS OF USE:**

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "Licensed Applications"), (ii) Istation's Internet Web site (the "Web Site"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "Downloadable Materials"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "Resources".

For purposes of these Terms, references to "You" or "Your" mean (i) you in your individual capacity, (ii) your company ("Your Company"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "Authorized Users").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "Privacy Statement") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
  1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "Subscription"). You may purchase a Subscription to one or more Resources (the "Purchased Resources") by paying the then-current subscription fee to Istation (the "Subscription Fee") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "Subscription Period"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
  2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "Registration") and obtain a user account (a "User Account") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. User Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
  1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "**Resource Materials**"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. **Your Data.** As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, "**Your Data**" means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the "**Processed Data**").
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.
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  1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
  2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
  3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation's detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
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  7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
  8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors, entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
  9. Any deviations from any of these Terms require prior written consent from Istation.
7. **Conduct.**
  1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
  2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the "**Submissions**"), You are granting Istation, Istation's affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and COPPA's rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
2. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.

2. **No Endorsement of Third-Party Sites.**

1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "**Third-Party Sites**"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability, to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

3. **Disclaimer.**

1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO

BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.
4. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
5. **Miscellaneous.**
  1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
  2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
  3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior express, and written consent.

#### **PRIVACY STATEMENT:**

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("Istation"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "You" or "Your" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "Authorized Users").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "Licensed Applications"), (ii) Istation's Internet Web site (the "Web Site"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "Downloadable Materials"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "Resources".

#### **What Personally Identifiable Information Is Collected by Istation?**

"Personally Identifiable Information" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "Identifiable Use Results"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

#### **How Is Personally Identifiable Information Used and/or Disclosed?**

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;

- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

#### **Can I Access or Change My Personally Identifiable Information?**

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

#### **Data Retention**

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

#### **Website and Resource Security**

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

#### **Use of "Cookies"**

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

#### **Third Party Sites**

The Website may contain links to or reference third party websites and resources (collectively "**Third Party Sites**"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

#### **Can Istation change this Privacy Statement?**

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

#### **Who can I contact if I have questions about this Privacy Statement?**

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: [info@Istation.com](mailto:info@Istation.com)

**Street/Postal address:**

8150 North Central Expressway, Suite 2000  
Dallas, Texas 75026

**Phone:** (214) 237-9300

**Fax:** (972) 643-3441

**Effective Date:** February 23, 2018

**Copyright**

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Imagination Station, Inc. DBA Istation

8150 North Central Expressway, Suite 2000

Dallas, TX 75206

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Any rights not expressly granted herein are reserved.



## Work Agreement

THIS AGREEMENT is entered into on this 24th day of August, 2021, by and between Jesse Mittelstadt (an independent contractor) and Xavier Charter School for the 2021-2022 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 procedures. This information is critical to the RTI process and procedures. Jesse will also consult and assist with completion of IEP paperwork and documentation as needed.

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

9/16/2021  
Date

  
(Contractor (Jesse Mittelstadt))

08/24/2021  
Date





## **AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT**

This amendment to Student Transportation Services Agreement (“**Amendment**”), effective as of June 1<sup>st</sup>, 2020 (“**Amendment Effective Date**”) is executed by and between Mid Columbia Bus Company, Inc., an Oregon corporation located at 73458 Bus Barn Lane, Pendleton, OR 97801 (“**MIDCO**” or “**Contractor**”) and Xavier Charter School #462, an Idaho school district located at 1218 N College Rd W, Twin Falls, ID 83301 (“**District**”). This amendment modifies and supplements certain terms and conditions of that certain Student Transportation Services Agreement executed by and between Midco and District dated July 1<sup>st</sup>, 2018, as previously amended (the “**Agreement**”).

### **RECITALS:**

- A. The Agreement sets for the terms and conditions under which Midco provides certain conditions under which Midco provides certain transportation services to District; and
- B. The parties desire to modify and supplement the Agreement to extend the term as set forth herein and to update Rate Adjustment criteria for Services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to modify and supplement the Agreement as follows:

### **AMENDMENTS:**

1. Contractor and District agree to change the rate structure to accommodate a fixed cost structure with 12 equal payments totaling 60% of Home to School costs. Fixed Costs will fluctuate yearly based on current route configurations. Costs may increase or decrease depending upon configurations. In the event of over or underpayment, a final invoice at the end of each school year will reflect relevant credits or adjustments necessary to reach the proper fixed cost allocation.
2. Scope of Amendment. This Amendment will affect only those amendments in the Agreement specifically provided for in this Amendment. Otherwise, the Agreement will remain in full force and effect with no other amendments or modifications except as otherwise provided in other proper amendments to the Agreement.

IN WITNESS, WHEREOF, the parties, by their duly authorized representatives, have executed this Amendment as of the Amendment Effective Date.



Mid Columbia Bus Company

A handwritten signature in black ink that reads "Chuck Moore".

Name: Chuck Moore

Title: Region Vice President

Xavier School District #462

A handwritten signature in blue ink that reads "Gay Moore".

Name:

Title:

**MID-COLUMBIA  
BUS COMPANY, INC.**

August 30, 2021

Gary Moon  
Xavier Charter School  
1218 North College Rd West  
Twin Falls, ID 83301

RE: 2021-22 Transportation Rates

Dear Ryan:

Please find the attached rate changes for the FY 2021-2022 school year. We have used Urban Wage Earners and Clerical Workers – US City Average to determine this year's CPI. The allowed CPI based on April to April, Urban Wage Earners and Clerical Workers – US City Average, is 4.16%.

Below is an acknowledgement of the attached rates for 2021-2022 reflecting the 4.16% increase. Please sign below, retain a copy for your records, and return a copy for my files. If you have any questions, please feel free to contact me.

We look forward to serving the students and parents of the Xavier Charter School.

Sincerely,



Chuck Moore  
Region Vice President  
Mid Columbia Bus Co

I acknowledge receipt of the 2021-2022 Rate  
pages with 4.16% increase.

  
Signature

9-16-21  
Date



**RATES FOR 2021 – 2022**

**HOME TO SCHOOL**

School Bus

2020-21

2021-22

Cost per Mile

\$1.84

\$1.92

**KINDERGARTEN**

School Bus

Cost per Mile

\$1.84

\$1.92

**SPECIAL NEEDS**

School Bus

Cost per Mile

\$1.84

\$1.92

**ACTIVITIES**

School Bus

Cost per Mile

\$1.66

\$1.73

Minimum Charge for Activity Trip

\$28.77

\$29.97

**FIXED COST**

Annual Payment

\$133,590.51 / 12 months = \$11,132.54



## Databases, Tables &amp; Calculators by Subject

Change Output Options: From: 2011 ▼ To: 2021 ▼ GO

☐ Include graphs ☐ Include annual averages[More Formatting Options](#) →

Data extracted on: August 26, 2021 (3:47:34 PM)

## CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [XLS](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.129	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003						266.236	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 [www.bls.gov](http://www.bls.gov) [Contact Us](#)

$$\begin{array}{rcl} 2021 & - & 267.054 \\ 2020 & - & (256.389) \\ \hline \end{array}$$

$$10.665 / 256.389 = 4.16\% \text{ CPI}$$

Xavier Charter School

## Service Provider Agreement

This Agreement is entered between Xavier Charter School (XCS) and Progressive Behavior Systems (PBS).

### **Terms of Agreement**

The period of this Agreement will commence on August 30, 2021 and remain in effect until August 31, 2022. This includes ESY services during the summer.

### **Relationship of Parties**

In performing services under this Agreement, PBS is and shall at all times be an independent contractor of XCS. Nothing herein is to be construed as establishing an employer-employee relationship.

### **Services to be Rendered**

PBS 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**

PBS shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to XCS within 10 working days from the date requested. Additionally, PBS will submit SDR's to XCS on or before Friday AFTER the week of provided services.

### **Confidentiality**

PBS 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**

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

### **Service Delivery: Time and Place**

PBS shall preform services in Agreement at XCS or other agreed location each scheduled day of services during the school year. School will notify PBS of absences or of cancelled school days.

### **Coordination of Services**

To facilitate delivery of services, XCS will provide:

1. Reasonable and prompt notification of meetings and other appointment in which PBS 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 PBS, the student, parents/guardians, and other providers.

### **Preauthorization of Services**

All services that require preauthorization from a reimbursor is the responsibility of XCS.

### **Compensation/Billing**

XCS shall compensate PBS for the services in this Agreement at the following rates:

Services	Rate
Professional	\$13.00 per billable unit (15 minutes)
Behavioral Intervention (BI)	\$10.30 per billable unit (15 minutes)
CBRS Intervention and Consultation	\$10.30 per billable unit (15 minutes)
Behavioral Intervention - Para; PCS	\$5.75 per billable unit (15 minutes)

### **Invoicing and Payment**

PBS shall submit invoices weekly. Invoices will be submitted on or before the Friday **AFTER** the week of provided services. XCS will not process payment for submitted invoices until XCS reviews SDR's and confirmed SDR's are accurate without errors.

### **Background check**

Background check is required before any of contractor's employees work with XCS students both on site and off site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

### **Termination**

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

### **Default**

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

### **Amendment**

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

### **Non-discrimination**

PBS and XCS agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex, age, or disability.

### **Insurance and Liability**

PBS will be liable for losses or damages during the performance of services provided in this agreement. Certificate of Liability Insurance and Worker's Compensation Insurance (ie. Proof of insurance) will be provided yearly with XCS listed as a Certificate Holder on both insurances.

### **Governance**

This Agreement shall be governed by the laws of the State of Idaho. PBS 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 on by both parties in writing.

### **Assignment**

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

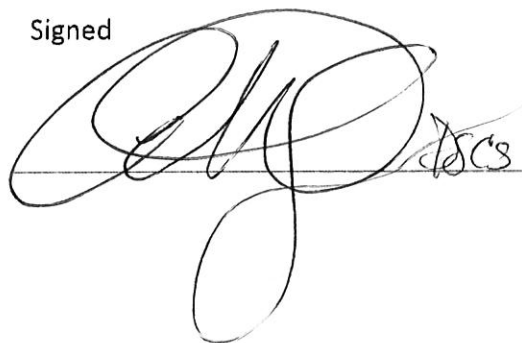
Signed

Dated

 8-23-21

Signed

Dated

 8-26-21

# RENAISSANCE®

## Subscription Renewal

Quote #: RPRNQ2547719\*

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

### Xavier Charter School - 2473266

1218 N College Rd W  
Twin Falls, ID 83301-5651  
Contact: Jon Goss - (208) 736-2060  
Email: [jgoss@xaviercharter.org](mailto:jgoss@xaviercharter.org)

Subscription End: 8/31/2021

Notice Date: 05 2021

Reference ID: 372593

### Quote Summary

#### School Count: 1

Renaissance Products & Services Total	\$2,769.60
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$2,769.60</b>

Pricing and discounts are subject to change if alterations are made to this quote.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>



Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing used by Renaissance, and a new Quote will be put in place for such renewal term.

Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote: ☐

(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to do so with a new executed Quote.)

To accept this offer and place an order, please sign and return this Quote.

Please check here if your organization requires a purchase order prior to invoicing: ☐

Renaissance Learning, Inc.	Xavier Charter School - 2473266
	By: 
Name: Ted Wolf	Name: Gary Moon
Title: VP - Corporate Controller	Title: Head of Schools
Date: 04/01/2021	Date: 5-24-21
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

# RENAISSANCE®

## Subscription Renewal

Quote #: RPRNQ2547719\*

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone:(800) 338-4204 | Fax:(877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

**Phone:** (877)444-3172

\*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone:(800) 338-4204 | Fax:(877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Renewal Details				
Applications				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Star Math Subscription Renewal	09/01/2021 - 08/31/2022	198	\$5.10	\$1,009.80
Star Reading Subscription Renewal	09/01/2021 - 08/31/2022	198	\$5.10	\$1,009.80
Applications Total			USD \$2,019.60	
Platform Services				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Annual All Product Renaissance Platform Renewal	09/01/2021 - 08/31/2022	1	\$750.00	\$750.00
Platform Services Total			USD \$750.00	

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone:(800) 338-4204 | Fax:(877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Renewal Subscription Summary	
Star Math Subscription Renewal Total	Quantity
Xavier Charter School - 2473266	198
<b>Star Math Subscription Renewal Total</b>	<b>198</b>
Star Reading Subscription Renewal Total	Quantity
Xavier Charter School - 2473266	198
<b>Star Reading Subscription Renewal Total</b>	<b>198</b>
Annual All Product Renaissance Platform Renewal Total	Quantity
Xavier Charter School - 2473266	1
<b>Annual All Product Renaissance Platform Renewal Total</b>	<b>1</b>

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

**PRIMARY THERAPY SOURCE, LLC**

**PHYSICAL and OCCUPATIONAL THERAPY SERVICES**

**School Contact Person:** Gary Moon  
Xavier Charter School  
1218 North College Rd West  
Twin Falls, Idaho 83301  
208-734-3947

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

**Occupational Therapists:** Ivan Hardcastle, OTR/L, Mandy Lee, OTR/L,  
Kristen Magalogo, OTR/L, Joel Vinson, OTR/L,  
Nette Miller, OTR/L, Jennifer Claire, COTA/L,  
Jessica Martin, COTA/L; Terry Darrington, OTR/L; Mark  
Driggs, OTR; Marissa Vitt, OTR/L, Erika Cazeau,  
COTA/L; Taylor Staudenmaier, OTR/L, Mackeesa  
Montgomery, COTA/L, Sophia Bogdanove, COTA, Erika  
Cazeau, COTA

**Physical Therapists:** Jan Yingst, MPT, PCS; Teresa Prine, MSPT;  
Jackie Dux, DPT; Trish Howard, DPT; Crystal Guerraro-Vega,  
PTA; David Fowers, PTA; Levi Crane, DPT; Kyle Vanden Bosch,

**DPT; Amanda Jackson, PTA; Bailey Smith, PTA; Sarah Friend,  
DPT**

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

THIS AGREEMENT, entered into this date, May 15, 2021 by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and XAVIER CHARTER SCHOOL.

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

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

1. **Term:** This Agreement shall commence on May 15, 2021 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (60) days written notice to the other. If there are questions regarding continuation of this contract, Primary Therapy Source will have the opportunity to meet with the School Board prior to a change in the contract.
2. **Service Provider Responsibilities:** Provide occupational and physical therapy services for students in the Xavier Charter School as a result of referrals from the school, which occur during school hours. The Service Provider shall conduct Occupational Therapy and Physical Therapy evaluations and provide written reports and recommendations, provide therapy interventions, provide periodic progress reports, attend and participate in meetings as requested and consultation sessions according to individual student needs.
3. **District Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, such as invitations to the appropriate meetings (IEP, MDT, CST and annual reviews) and provide verification of parent consent to evaluate students. Special Education Personnel will help arrange for space, any necessary forms, and keep PT & OT information in Special Education Student files.
4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of \$70.00 per hour. A monthly billing will be submitted to Xavier Charter School stating the dates of service and students served. Contractor shall submit invoice(s) monthly on the last business day of the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days from the date of receipt of the invoice. Xavier will process payment of any amounts not in dispute. Send invoice(s) to: Xavier Charter School, 1218 N College Road W., Twin Falls, ID 83301. Attention: Accounts Payable.
5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the

Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.

6. **Non solicitation:** Xavier Charter School agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.
7. **Background check:** Background check is required for any of contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.


**For the School:**

  
Signature

Head of School  
Title or Position

Not Required G.M.  
Board Representative      Date  
9-1-21

**Service Provider:**

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

Managing Member      8/27/21  
Title or Position      Date







**SMARTTraining NOW, LLC**  
**Common Core, the Singapore Way**  
**10221 N 32<sup>nd</sup> Street**  
**Suite A**  
**Phoenix, AZ 85028**

**Friday March 26<sup>th</sup>, 2021**

This agreement is offered to XavierCharter (hereinafter "**SCHOOL**") from **SMARTTraining, LLC**, (hereinafter "**SMT**").

SCHOOL desires to retain SMT for the purpose of teacher training and administration guidance staff specifically pertaining to Singapore Math (the "**Instruction**"), at the location of SCHOOL which is

Xavier Charter  
1218 N College Rd W  
Twin Falls Idaho Contact: Becky Baird [bbaird@xaviercharter.org](mailto:bbaird@xaviercharter.org)

The offer is as follows:

- a. SMT Trainers will provide Instruction August 18<sup>th</sup> and 19<sup>th</sup> 2021 for a total fee of U.S. \$4950 (the "**Fee**"), inclusive of all travel. SMT shall provide appropriate written materials for teacher training. School shall make necessary copies of such written materials.
- b. Payment shall be made payable to  
SMARTTraining, LLC  
3420 E Shea Blvd Suite 200  
Phoenix, AZ 85028
- c. Proposed Agenda – See addendum
- d. Training day is 6 hours from 8:30 -3:30 unless other arrangements are made
- e. Payment is due no later than the tenth of the month after the training has taken place.
- f. A party shall not be obligated to perform a non-monetary obligation under this agreement, if such performance is prevented or delayed by any occurrence beyond that party's reasonable control, including natural disasters, wars, terrorism, sabotage, pandemics, outbreaks, shortages, outages, labor disputes, lockdowns or government actions (each, an "Extraordinary Event"), provided that the affected party gives prompt written notice to the other party. If the party affected by the Extraordinary Event timely notifies the other party in writing of the circumstances preventing or delaying such performance, the other party shall have the option of either postponing or terminating the agreement and, if the other party elects to postpone, both parties will use reasonable efforts to reschedule. [SmartTraining] will use reasonable efforts to rebook or cancel any travel, lodging and other arrangements with third party vendors, but [School] will remain responsible for reimbursing any rebooking or cancellation charges and unrefunded costs, regardless of the nature of the Extraordinary Event. Under no circumstances will either party be liable for any other special or consequential losses or damages in the event of a cancellation due to an Extraordinary Event. The parties acknowledge that the resurgence of pandemics or outbreaks, whether or not reasonably anticipated, shall constitute an Extraordinary Event.

School will return to SMT this signed contract ASAP to SMT at. 3108 E Half Hitch Pl. Phoenix, AZ 85050 or via email to [LWEST@singaporemathtraining.com](mailto:LWEST@singaporemathtraining.com) for this proposal to be accepted.

This Agreement shall be construed in accordance with the laws of the State of Arizona without taking into account the conflict of laws provisions of that State.

**Xavier Charter**

By 

Dated: 3-29-21  
Title Head of Schools

**Linda West** for

**SMARTTraining, LLC**  
**3/2621**

***Proposed Agenda subject to modification with school administration***

**Notes**

***K-5 60 minutes math class***  
***4<sup>th</sup> grade new students to MIF***  
***Lack of manipulatives for everyone***  
***6-8 50 minute math class***

***August 18<sup>th</sup>***

Grades K-5 Morning

Education Theory  
Fluency (Mental Math) and Resources Includes quick reference sheet  
Using Sprints for fluency  
Manipulatives – making a Reken Rek and how to use it

Grades K-5 Afternoon

Lesson planning -focus on incorporating mental math  
Anchor Tasks- How to open the lesson using an exploratory approach  
Intro to Problem Solving  
Additional resources – Challenging Word Problems, Intensive Practice and Visible Thinking

***August 19<sup>th</sup>***

Grades 3-5 2 hours

Developing understanding of Multiplication and Division through models  
Including area model  
Visualization  
Connecting models to algorithm

Grades 3-5 2 hours

Problem Solving focusing on Fractions.  
Creating fraction kits to use as a manipulative

Grades 6-8 4 hours in 2 two hour sessions

Not a focus on utilizing books  
Reinforcing Why rather than just How

Proportional reasoning- Fractions, Ratios, percentages  
Utilizing manipulatives including providing a list prior to session.

## FOOD SERVICE AGREEMENT

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.....\$2.90 each full price elementary student \$.40 each reduced priced student
- \$3.15 each full price middle school student, \$.40 each reduced price student
- \$3.40 each full price high school student, \$.40 each reduced price student
- \$4.55 each adult price meal (including Tax)
- \$3.30 each adult price breakfast (including Tax)
- Breakfast....\$1.55 each full price elementary student, \$.30 each reduced price student
- \$1.80 each full price middle student, \$.30 each reduced price student
- \$1.80 each full price high school student, \$.30 each reduced student

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.

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 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 \$1.50 full priced snack and \$.15 reduced price snack per student, and Adult Snack of \$1.70.

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

10. This agreement shall be effective during the 2021-2022 school year, from August, 2021 to June, 2022. 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:

  
Twin Falls School District

  
Xavier Charter School

Child Nutrition Director  
Title

Head of School  
Title

8-9-21  
Date

7-20-21  
Date